ARTICLE 35
DUES DEDUCTIONS – UNION SECURITY

A. Dues Deduction and Agency Shop Fee
   1. Dues Deduction
      Upon request of an employee in the UCSD Skilled Crafts bargaining unit, the University
      agrees to deduct Union dues from the employee's pay. Authorizations for Union dues
deductions shall be made on a form agreed upon by the parties.

   2. Agency Shop Fees
      Upon notification to the University by SETC, University employees in the bargaining
unit who choose not to become members of the Union in accordance with paragraph A.1.
above, as a continued condition of employment, shall be required to pay an agency shop
fee. The amount of the fee shall be determined by SETC and shall not exceed the
monthly dues that are payable by members of SETC. The amount of the fee shall be
deducted by the University from the wages of the employee and paid to SETC.

   3. Exemption from Agency Shop Fee
      Any employee in this unit, who is a member of a bona fide religion, body, or sect that has
historically held conscientious objections to joining or financially supporting public
employee organizations, shall not be required to join or financially support SETC as a
condition of employment. An employee to which this provision is applicable shall be
required to pay sums equal to the amount of the service fee to a nonreligious, non-labor
charitable fund exempt from taxation under the Internal Revenue Service code, chosen by
the employee from the following list of funds chosen by the University and SETC.

      • A scholarship fund mutually agreed to by the parties
      • UCSD Cancer Center Foundation
      • Friends of the UCSD Library

   4. Check Processing
      The University further agrees to send a check to the Union for all Union dues deductions
which have been requested by employees covered by this Agreement. The cost of
processing the check shall be ten dollars ($10.00). In addition, the University will charge
the Union seven cents ($.07) for each dues deduction made from a paycheck.

   5. Indemnification
      The amount of dues deducted from an employee's paycheck will be calculated by the
University on the basis of information provided by the Union concerning its dues
structure. The Union agrees to reimburse the University for all costs actually incurred by
the University as a result of changes made by the Union in the structure or method of
calculation of the Union's dues during the term of this Agreement. The Union agrees to
hold the University harmless from liability for any errors in withholding or transmitting
dues except for liability to the Union for monies actually withheld, but not transmitted.
The Union further agrees to refund to the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

B. Union Security
The authorization for dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from the Union by delivering a signed withdrawal letter to the University and mailing a certified copy to the Union thirty (30) calendar days prior to the expiration of this Agreement.

C. Financial Report
SETC shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the employees in the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report of the fiscal year in the form of a balance sheet and an operating statement, certified as to accuracy, in keeping with recognized audit standards, by the president and treasurer or comparable officers. SETC shall provide a copy of said report to the Public Employment Relations Board, as required.

D. Severability
In the event the fair share provision of Higher Education Employer-Employee Relations Act (HEERA) (Amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that all matters in the Agreement concerning fair share fees shall be of no force or effect.