ARTICLE 3
DUES DEDUCTIONS

1. UNION dues, regular and general assessments, and standard initiation fees shall be deducted by the UNIVERSITY from the salary of each unit employee who has properly completed and submitted to the CAMPUS or LABORATORY accounting office an Employee Organization Membership Payroll Deduction Authorization Form. The UNIVERSITY will prepare for each local affiliate of the UNION a dues deduction check within 21 days of the issuance of the paycheck from which the charges were deducted. All local affiliate checks will be submitted to the Alameda Building and Construction Trades Council Secretary-Treasurer.

2. The UNIVERSITY will charge each local affiliate $5.00 for each check issued and $.07 for each deduction made from a paycheck.

3. The amount of the 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 that the UNIVERSITY will be saved and held 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.

4. UNIVERSITY employees in the bargaining unit who choose not to become members of the UNION shall as a condition of employment be required to pay a fair share fee. The amount of the fee shall be determined by each local affiliate union and shall not exceed the monthly dues that are payable by working members of that local union. The percent of Fair Share Fees shall be calculated based upon the chargeable amount experienced by the Alameda County Building Trades Council in representing the bargaining unit. The amount of the fair share fee shall be deducted by the University from the wages or salary of the employee and paid to the affiliate unions. The UNION will inform the UNIVERSITY in writing of the fair share fee amount (s) at least thirty calendar days prior to the date the first deduction will be taken.

5. An employee 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 the UNION as a condition of employment. For an employee to which this provision is applicable a monthly sum equal to the amount of fair share service fee shall be deducted and provided to one of the following four non-religious, non-labor charitable organizations of the employees choosing:

- Berkeley Pledge
- Rebuilding Together
- California Special Olympics
- Make a Wish Foundation
This list of organizations can be changed through mutual agreement between the UNIVERSITY and the UNION.

The UNION will be responsible for determining whether an employee qualifies as a "conscientious objector," for remitting the employees fair share fee to the appropriate charity and for providing proof of payment to the UNIVERSITY.

6. **The provisions of paragraph three in this article shall apply to fair share fee deductions.**

7. **Within sixty days after the end of its fiscal year, each affiliate Union shall annually provide the Berkeley Campus Labor Relations Manager and make available to members of that affiliate the financial reports it submits pursuant to The Federal Labor Management Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.).**

8. **In the event that the fair share provisions of the Higher Education Employer-Employee Relations Act (amendments to HEERA BY SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that the understandings codified in Sections 4, 5, 6, and 7 of this article will be null and void.**