

**ARTICLE 25  
PAYROLL DEDUCTIONS**

**A. GENERAL CONDITIONS**

Upon receipt of a written individual authorization form from Teamsters Local 2010 or an employee covered by this Agreement, the University will deduct from the pay due such employee the monthly amount certified by the Union to be the dues required for the employee's membership in the Union. Such individual authorization shall be effective only as to dues becoming due after the dates of delivery of the authorization form and accomplishing of the appropriate programming/payroll information on the employee requesting deduction however the time for appropriate programming shall in no case exceed 45 calendar days from the date of delivery of the authorization form. The amount deducted for payment of such dues shall be 1.44% of an individual employee's base wages up to maximums as established by Teamsters Local 2010. Any change in the percent or maximum amount of dues shall be in accordance with B. below. Such deduction, unless there are insufficient net earnings to cover said deduction, shall be made monthly or, where applicable, more frequently than monthly in accordance with University payroll procedures in existence at the time and location the deduction is made. The amount of the deduction shall be certified to the University in writing, by Teamsters Local 2010.

**B. DUES AMOUNT CHANGE**

Teamsters Local 2010 may change the certified dues amount once per calendar year, and all costs associated with accomplishing such changes in the dues amount (machine, programming, etc.) shall be paid by Teamsters Local 2010 at the same rates that apply to other employee organizations described in the University Accounting Manual. Any annual changes in the amount to be deducted for Teamsters Local 2010 dues shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change. The University shall provide Teamsters Local 2010 with estimated costs and an estimated time of completion and Teamsters Local 2010 shall pay the agreed-upon costs before the University makes the change.

**C. NEW DEDUCTIONS**

New individual authorizations for a Teamsters Local 2010 payroll dues deduction must be presented to the designated office at the employee's campus/hospital/Laboratory location and the appropriate deduction will commence as soon thereafter as the authorization for such deduction is entered into the location's payroll system, in no case later than 45 calendar days.

**D. CANCELLATION OF DEDUCTIONS**

Any employee may cancel or terminate his/her authorization for Teamsters Local 2010 payroll deduction payment of member dues in accordance with the Teamsters Local 2010 membership application signed by the employee. Following Teamsters Local 2010 notification to the University of such cancellation such an employee's payroll deduction shall automatically revert from dues to fair share service fees, without loss of any time, unless conscientious objector status has been previously authorized by Teamsters Local

2010.

**E. ORGANIZATIONAL SECURITY FEE**

1. **Organizational Security** – Upon written notification to the University of the amount of the fair share service fees by the Secretary-Treasurer of Teamsters Local 2010, University employees in the bargaining unit who are not members of Teamsters Local 2010 and not paying dues through payroll deduction, as a continued condition of employment, shall be required to pay a fair share service fee. The amount of the fair share service fee shall not exceed the monthly dues that are payable by members of Teamsters Local 2010. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to Teamsters Local 2010.
2. **Organizational Security Fee Change** – Teamsters Local 2010 may change the certified fair share service fee amount once during the calendar year, or as may be required by law, and all costs associated with accomplishing such changes in fair share service fee amounts (machine, programming, etc.) shall be paid by Teamsters Local 2010. Any changes in the amount to be deducted for the fair share service fee shall be certified to the University, in writing by the Secretary-Treasurer of Teamsters Local 2010 at least 45 calendar days prior to the proposed effective date of the fee change. Estimated costs and time of completion shall be provided to Teamsters Local 2010 within 30 days of Teamsters Local 2010's written request. Following agreement on the cost and time, Teamsters Local 2010 shall pay the cost and the University shall complete the changes.
3. **Fees For Providing Payroll Deductions** – Each campus, hospital, or Laboratory for each check remitted to Teamsters Local 2010 shall charge Teamsters Local 2010 and deduct from the fair share service fee total being remitted \$.07 per employee for whom fee deductions are being made and \$10.00 for each check remitted. These costs shall continue to be charged to Teamsters Local 2010 for check remittance unless the parties agree otherwise. If electronic transfer is accomplished and no check is provided, the cost to initiate the process and cost per transfer shall be paid by Teamsters Local 2010 according to the University Accounting Manual with respect to employee organizations.
4. **Exemption From Organizational Security Fee** - Any employee in this unit who objects as a matter of conscience to joining or financially supporting any public employee organization, and who does not wish to pay the organizational security fee, must apply for conscientious objector status with Teamsters Local 2010 pursuant to the union's fair share appeals process. Teamsters Local 2010 shall be responsible for determining whether the employee is entitled under applicable law, to conscientious objector status. An employee deemed by Teamsters Local 2010 to be entitled to conscientious objector status, shall be required to pay sums equal to the amount of the fair share service fee to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Service Code, chosen by the employee from a list of at least three of these funds designated by the University and Teamsters Local 2010 (hereafter "Charitable Organization"). If Teamsters Local 2010 determines that an employee is entitled to conscientious

objector status, it shall provide on a monthly basis to the University, as a condition of continued exemption from the requirement of financial support of Teamsters Local 2010, proof of payments made to Charitable Organization(s) in accordance with local procedures.

**F. INFORMATION TO ACCOMPANY REMITTANCE**

Each campus/hospital/Laboratory shall remit at least monthly to Teamsters Local 2010 in the form of a check to an address designated by Teamsters Local 2010 an amount representing the authorized dues deductions, fair share service fees and other designated deductions. Accompanying the check shall be a standard deduction report which shall contain by campus/hospital/Laboratory, an alphabetical listing of the Teamsters Local 2010 members and fee payers for whom payroll deductions were made. The report shall include the employee identification number, employee name, amount withheld and, by January, 2001, the retirement gross basis for the deduction. The report shall be provided electronically or on paper if not available electronically. Any costs associated with Teamsters Local 2010 requested changes in the deduction report referenced above shall be fully paid by Teamsters Local 2010.

**G. CORRECTION OF ERRORS**

If the University fails to make authorized deductions of union dues, fair share service fees or other authorized deductions or any part thereof, or fails to remit to Teamsters Local 2010 such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to Teamsters Local 2010 any deductions it has erroneously failed to remit. From the time Teamsters Local 2010 notifies the University in writing of any such errors, the University shall have 45 days to make the corrections. If after 45 days the University does not make the agreed-upon corrections and Teamsters Local 2010 incurs direct costs, the University will reimburse Teamsters Local 2010 for reasonable, documented costs incurred to make corrections for only University errors. If there is not agreement on the correction or the costs, Teamsters Local 2010 may grieve the matter only as a union grievance. It is expressly understood and agreed that Teamsters Local 2010 shall refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to Teamsters Local 2010.

**H. OTHER DESIGNATED FUNDS**

1. Payroll deduction shall be made for Teamsters Local 2010-sponsored insurance programs pursuant to the provisions of the University's Accounting Manual requirements as set forth in "Special regulations for Non-University Insured Benefit Program."
2. Upon presentation of a signed authorization form, executed by the employee, the University agrees to an additional voluntary deduction for DRIVE, a Teamsters Local 2010 political contribution program.

## **I. INDEMNIFICATION**

Teamsters Local 2010 specifically agrees that the University shall assume no obligation other than that specified in this article, or any financial liability, including the payment of any retroactive dues/fair share fees arising out of the provisions of this article. Further, Teamsters Local 2010 agrees that it will reimburse the University for any reasonable costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made in accordance with this article.