

ARTICLE 30
ASSOCIATION PAYROLL DEDUCTION

A. GENERAL CONDITIONS

All Nurses covered by the terms of this Agreement may become and remain members in good standing of the Association, pursuant to the provisions of HEERA. No Nurse shall be required to join the Association as a condition of employment at the University.

B. ASSOCIATION DEDUCTIONS

1. Each Nurse who is a member of the Association or authorizes Association deductions shall have the Association deductions deducted as provided in this Article.
2. The Association will certify to the University to begin deductions or to cease deductions from the salaries of bargaining unit Nurses. Such certification shall occur no later than the 15th of the month for the following monthly or bi-weekly payroll cycle. Such deductions shall be delivered to the University in an Excel (.xls) format.
3. The Association will either deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office or upload files to the FTP website on a rolling basis. The University shall provide notice of the final administrative process at least thirty (30) calendar days in advance of the change. The deduction file(s) shall be either transmitted electronically or uploaded no later than the 15th of each month. For bi-weekly paid employees included in this union deduction file to be submitted by the 15th of the month or on a rolling production submission, the University will process the next business day following the Friday before the end of each bi-weekly pay period for the deductions to be effective the next full-bi-weekly pay period. In the event that the 15th falls on a weekend, the Union will deliver the list on the following Monday. In the event that the appropriate office is closed on the 15th, the Union will deliver the list on the business day prior to the 15th.

The Association list to be submitted shall contain the available information, in a form that is mutually agreed upon by the parties, including:

- a. Bargaining Unit
- b. Campus or Medical Center
- c. Employee Name (last, first)
- d. Employee Identification Number
- e. Action Code
- f. Deduction Code
- g. Ongoing deduction dollar amount for political action

The University and the Association shall meet and discuss in a good faith effort to reach agreement regarding any issues related to processing Association deductions.

It is not the intent of the parties to delay or deny processing Association deductions due to unavailable information.

4. The University shall deduct and remit to the Association no less frequently than once a month Association deductions, as established by the Association. The University shall not be responsible for deduction in any pay period in which the Nurse's net earnings are insufficient to cover the deduction. The University shall also remit an alphabetical list showing the names of payees and the amounts deducted and remitted.
 5. No Nurse shall be dropped from Association membership upon return from any leave of absence or layoff, unless such leave or layoff constitutes a break in service.
 6. Any written communications received by the University regarding Association membership shall be returned to the Nurse by the University with reference to this Article. The University shall direct all NX bargaining unit member questions regarding Association membership to the Association. The Association will receive copies of all such correspondence.
- C. Upon notification as provided above, the University agrees to deduct for CNA's Political Action and Education Fund, provided the authorization is for regular recurring payroll deductions and is not used for one-time payroll deductions.

D. INDEMNIFICATION

It is specifically agreed that the University assumes no obligation other than that specified in §B, and §C, above, or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the University once a year of the amount of the monthly dues under this provision. Such notice should be sent in time to provide for appropriate programming. Further, the Association hereby agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.

E. CORRECTION OF ERRORS

If, through inadvertence or error, the University fails to make authorized deductions, or any part thereof, the University shall assume no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Association, their disposition thereafter shall be the sole and exclusive responsibility of the Association. It is expressly understood and agreed that the Association shall refund to the Nurse any deductions erroneously withheld from a Nurse's wages by the University and paid to the Association. In the event the Association fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the Association.

F. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. For each monthly remittance to CNA, the University shall charge CNA \$10.00 for payment transmittal, and \$.07 per employee covering calculations and reporting. The administrative service fees shall be deducted from payroll deduction amounts being remitted to CNA.
2. For the purpose of voluntary deductions for CNA's Political Action and Education Fund, fees deducted for administration shall not exceed the actual costs incurred by the University to establish such deductions