

## **ARTICLE 26**

### ***PAYROLL DEDUCTION***

**26.1 Policy.** Pursuant to the provisions of Section 447.303, Florida Statutes, 2006, the Board and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

#### **26.2 Deductions.**

(a) As long as the UFF is the certified bargaining agent for employees at the University, the Board shall deduct, biweekly and without unreasonable interruption (provided the employee has funds available), the UFF membership dues in an amount established by the UFF and certified in writing by the UFF President to the Board, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" to this Agreement.

(b) Deductions shall be made biweekly, and without unreasonable interruption (provided the employee has funds available), beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the university.

(c) The UFF shall give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

#### **26.3 Remittance.**

(a) The dues and other authorized deductions shall be remitted by the Board to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period.

(b) Accompanying each remittance shall be a list containing at least the following information for each of the employees from whose salaries such deductions were made:

- (1) Name of the employee
- (2) Name of employee's department/unit
- (3) Biweekly salary of the employee
- (4) Pay period end date
- (5) Deduction code used by the University
- (6) Amounts deducted from the employee's salary.

(c) This list shall be provided in electronic format, compatible with standard consumer spreadsheet software.

#### **26.4 Termination of Deduction.**

(a) The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either:

- (1) thirty (30) days written notice from the employee to the Board, the Human Resources office, and to the UFF revoking that employee's prior deduction authorization, or
- (2) the transfer of the authorizing employee out of the bargaining unit.

(b) Consistent with the provisions of Article 8, the Board or representative shall notify the local UFF Chapter when it proposes to reclassify an employee to a classification that is not contained in the bargaining unit.

**26.5 Reinstatement of Deduction.** The Board or representative shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment at the University.

**26.6 Indemnification.** The UFF assumes responsibility for (1) all claims against the Board, including the cost of defending such actions, arising from the Board's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the Board excess monies received under this Article.

**26.7 Exceptions.** The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than two payroll deduction fields (effective January 13, 2005) for the purpose of making the deductions described in this Article.

**26.8 Termination of Agreement.** The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.