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**ARTICLE 5
PAYROLL DEDUCTION**

5.1 Deductions. The University Administration shall deduct, biweekly and without interruption, the following from the pay of those faculty members in the bargaining unit who individually and voluntarily make such requests on a written authorization form such as contained in "Appendix B" to this Agreement:

- (a) The University Administration shall provide one after-tax deduction code for UFF membership dues and uniform assessments.
- (b) The University Administration shall provide one pre-tax deduction code and one after-tax deduction code for UFF voluntary economic services programs. Deductions shall be made on a pre-tax or after-tax basis at the UFF's designation, provided there is no legal impediment to doing so, and provided that the pre-tax deduction is permitted by the federal tax code. All such programs and deductions shall meet the requirements of state and federal law as well as University Administration rules and regulations. The University Administration and the UFF agree that, except as provided by law in the case of exigent circumstances, the impact of any change in University Administration rules or regulations affecting these programs and deductions shall be subject to negotiations.
- (c) Regarding any program requiring payroll deduction, the UFF shall provide the University Administration with the name of the common remitter company and a statement attesting that the common remitter has been approved by the UFF.
- (d) In the event a faculty member's salary earnings within any pay period are not sufficient to cover dues and other authorized deductions, it will be the UFF's responsibility to collect its dues and other authorized deductions for that pay period directly from the faculty member.

5.2 Timing of Deductions.

- (a) The University Administration shall make deductions biweekly and without interruption, beginning with the first full pay period commencing at least seven (7) days following receipt of authorization.
- (b) The UFF shall give written notice to the University Administration of any changes in its dues at least forty-five (45) days prior to the effective date of any such change.

5.3 Remittance.

- (a) The University Administration shall remit dues and other authorized deductions to

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the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period.

Accompanying each remittance shall be a list containing the following information for each faculty member from whose salary the University Administration has made such deductions:

- (1) Name and department of the faculty member;
 - (2) Biweekly salary of the faculty member;
 - (3) Amounts deducted from the faculty member's salary.
- (c) The University Administration shall provide this list in electronic form.
- (d) The University Administration shall promptly provide the UFF with a copy of any written authorization from a faculty member terminating dues or other deductions.

5.4 Termination of Deduction. The University Administration's responsibility for deducting dues and other authorized deductions from a faculty member's salary shall terminate automatically upon either

- (a) thirty (30) days written notice from the faculty member to the University Administration revoking that faculty member's prior deduction authorization, or
- (b) the termination of employment of the authorizing faculty member.

5.5 Reinstatement of Deduction. The University Administration or representative shall reinstate dues deductions for faculty members 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.

5.6 Indemnification. The UFF assumes responsibility for:

- (a) All claims against the Board of Trustees and/or the University Administration, including the costs of defending such actions, arising from their compliance with this Article, and
- (b) All monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the University Administration any excess monies received under this Article.

5.7 Exceptions. The University Administration will not deduct any UFF fines, penalties, or special assessments from the pay of any faculty member, nor is the University Administration

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obligated to provide more than three payroll deduction fields for the purpose of making deductions described in this Article.

5.8 Termination of Agreement. The University Administration's responsibilities under this Article shall terminate automatically upon

- (a) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or
- (b) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

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