



The Plain-Language Project

Article 15





ARTICLE 15

UNION DEDUCTIONS

15.1 Deductions. Pursuant to the provisions of Section 447.303, Florida Statutes, the Florida State University Board of Trustees (FSU-BOT) and the United Faculty of Florida-Florida State University Graduate Assistants United (UFF-FSU-GAU) hereby agree to the deduction and remittance of UFF-FSU-GAU membership dues and uniform assessments.

15.2 Procedure. During the term of this Agreement, the FSU-BOT agrees to deduct UFF-FSU-GAU membership dues and uniform assessments, if any, in an amount established by UFF-FSU-GAU and certified in writing by UFF-FSU-GAU to the University, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form. A sample form is contained in Appendix B to this Agreement. Membership dues shall be deducted as follows:

Article 15 Union Deductions

This article has to do with how union dues are deducted, who is liable for what, &c.

15.1 Deductions

15.1 Deductions. Pursuant to the provisions of Section 447.303, Florida Statutes, the Florida State University Board of Trustees (FSU-BOT) and the United Faculty of Florida-Florida State University Graduate Assistants United (UFF-FSU-GAU) hereby agree to the deduction and remittance of UFF-FSU-GAU membership dues and uniform assessments.

FSU and the GAU agree to the union deductions/dues from our members.

15.2 Procedure

15.2 Procedure. During the term of this Agreement, the FSU-BOT agrees to deduct UFF-FSU-GAU membership dues and uniform assessments, if any, in an amount established by UFF-FSU-GAU and certified in writing by UFF-FSU-GAU to the University, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form. A sample form is contained in Appendix B to this Agreement. Membership dues shall be deducted as follows:

How dues deductions work!

FSU agrees to do the deductions from the pay of our members for us as long as this CBA exists, for the amount that we say dues are.

We have to provide FSU in writing the amount that dues are.

Members have to agree to paycheck deductions in a written check-off form.

See Appendix B for an example of such a form.

Dues will be deducted as follows:

15.2 A Commencement of Deduction

A. Commencement of Deduction. Deductions will be made beginning with the first full pay period commencing at least seven (7) full days following receipt by the University of check-off authorization. UFF-FSU-GAU shall give written notice to the University of any changes in its dues or uniform assessments at least forty-five (45) days prior to the effective date of any such change.

Dues start getting deducted from your first FULL pay period.

At least 7 days have to have passed since FSU received the member's check-off form authorizing them to deduct the dues.

If GAU decides to change dues amounts or anything we have to tell FSU 45 days in advance.

15.2 B Remittance

B. Remittance. The dues and uniform assessments deducted, if any, shall be remitted by the University to UFF-FSU-GAU within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

FSU has to pass along the dues money from the members to GAU within 30 days after the end of the pay period.

This effectively works out to every 2 weeks, since pay periods are every 2 weeks.

When they give us the \$\$ FSU also has to give us a list of the members who paid dues and the amount.

15.2 C

C. Termination of Deduction. The University's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either (1) thirty (30) days written notice from the employee to the University Human Resources office revoking that employee's prior check-off authorization, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The University shall notify UFF-FSU-GAU of all terminations of deduction prior to their effective date.

If someone wants to end their membership to GAU, their dues deductions end within 30 days of FSU getting a written note from the GA to HR.

FSU is supposed to tell us about these.

If someone stops being a part of the bargaining unit (graduates, quits, changes jobs within FSU, &c) their paychecks stop getting deducted as well.

FSU does NOT have to tell us about these.

15.2 C (con't)

Employees who have valid dues check-off authorizations filed with the University, whose dues check-off is discontinued because of a leave without pay or movement to a non-profit position, shall have their dues check-off resumed upon return to pay status within the bargaining unit, provided the absence from the unit is not longer than two (2) consecutive semesters (i.e., Fall-Spring, Spring-Summer, or Summer-Fall).

If you're a member, getting dues deducted, and there's a break in your paychecks (like, for instance, during the summer semester, you have to take a leave without pay, &c.), your dues will **CONTINUE** to get deducted when you start getting paychecks again.

Exception: If you're gone for **MORE** than 2 semesters in a row (fall and spring, summer and fall, &c.).

15.3 Indemnification

15.3 Indemnification. UFF-FSU-GAU assumes responsibility for: (1) all claims against the FSU-BOT and the University, including the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies deducted under this Article and remitted to UFF-FSU-GAU. UFF-FSU-GAU shall promptly refund to the University excess monies received under this Article.

GAU is liable if someone gets mad about dues deductions and sues the university for deducting dues from their paychecks, or if HR messes up and deducts dues even if they're not supposed to, &c.

GAU is responsible for refunding dues that are incorrectly taken from members--the money goes to FSU, not to the people who had incorrect deductions.

15.4 Exceptions

15.4 Exceptions. The FSU-BOT will not deduct any UFF-FSU-GAU fines, penalties, or special assessments from the pay of any employee.

Things FSU will NOT deduct from GAs for us: fines, penalties, or special assessments (GAU's constitution has no provision for any of these anyway).

15.5 Termination of Agreement

15.5 Termination of Agreement. The FSU-BOT's responsibilities under this Article shall terminate automatically upon: (1) decertification of UFF-FSU-GAU or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of UFF-FSU-GAU's check-off privilege by the Florida Public Employees Relations Commission.

If GAU is decertified (AKA, if we lose our union status), then FSU can immediately stop taking dues deductions from our members' paychecks.

If PERC revokes GAU's ability to deduct dues from members, FSU will immediately stop taking dues deductions from our members' paychecks.

15.6 UFF-PAC Contributions

15.6 UFF-PAC Contributions. The FSU-BOT shall deduct, biweekly and without unauthorized interruption (provided the bargaining member has funds available), a post-tax deduction code for UFF-PAC contributions in the amount provided by the UFF from the pay of those members in the bargaining unit who individually and voluntarily make such requests on a written UFF-PAC authorization form such as that contained in Appendix F to this Agreement.

If a GA authorizes in writing for UFF-PAC deductions for their paycheck, then FSU will do that, post tax, uninterrupted until told to stop formally or the GA stops being a member/getting paychecks.

Appendix F has a sample of what a written form to authorize the UFF-PAC deductions looks like.

UFF-PAC is UFF's fund for donating to candidates for political office that UFF wants to help get elected.

15.6 UFF-PAC Contributions (con't)

The FSU-BOT shall remit UFF-PAC deductions to 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 of the employees from whose salaries such deductions were made and the amounts deducted.

FSU will send UFF-PAC deductions every two weeks to the UFF state office, within 30 days of the end of the pay period.

FSU will send along a list of all the GAs who signed up for this and the amounts taken from their paychecks.