

## APPENDIX B -- DUES CHECK-OFF AND PAYROLL DEDUCTION PROCEDURES

- A. The Board shall provide, at no cost to the UTD, services of payroll deduction of dues and uniform assessments. The Board shall collect and transmit such monies as are sufficient to provide for the full payment of membership and/or service fees, pursuant to the terms and conditions contained in the dues authorization contract signed by members of the UTD. Any company or service trust as provided for in this Contract, shall also be entitled to dues check-off.
- B. Administrative Procedures for Dues Check-Off and Deductions of Fees for Trusts, Annuities

It is agreed that payroll deduction of dues for the Union (United Teachers of Dade, FEA/United, AFT, Local 1974, AFL-CIO) shall be extended in accordance with the following provisions:

1. Payroll deduction of Union dues for all employees eligible for membership in the UTD bargaining unit shall be provided only for the UTD as the certified exclusive bargaining agent for this classification of employees and shall not be provided any other Union/employee organization.
2. The total amount of dues, the amount of dues to be taken from each paycheck, and the schedule for deductions for all employees within this bargaining unit shall be determined by the Union. This schedule for deductions must be within the framework of the existing mechanized payroll schedule.
3. Dues authorization forms submitted after the date necessary for the full amount of dues to be deducted are to be processed for whatever amount of dues that can be deducted over the remaining period of time.
4. Upon receipt of the dues authorization form by the Board's M-DCPS Deduction Control Office, each form is to be totally processed within five working days, unless otherwise prohibited by unforeseen emergency conditions.
5. The UTD is to be supplied a listing after each payroll of every employee who has/has not been deducted.
6. Payroll deduction authorization for employees who are terminated under designated Board codes or whose job code has changed shall remain on file and in the computer bank on an active status.
7. The UTD will be supplied a monthly list of all employees in the bargaining unit who are promoted to administrative positions whose dues are being deducted.

The UTD will be furnished a monthly list of paraprofessionals who are appointed to teaching positions whose dues are being deducted as paraprofessionals.

All problems arising in connection with dues check-off will be adjudicated directly between the M-DCPS' Deduction Control Office and the Union, including Union

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access to necessary employee January 29, 2004 data and files in the Deduction Control Office and data retrieval system will not be denied and shall be used at a time mutually agreed upon.

8. The UTD will be supplied with a deduction register every payday.

All starts and/or cancellations of payroll deductions for employees within the certified exclusive bargaining unit shall be processed by the certified exclusive bargaining agent in accordance with the terms and provisions indicated on the payroll deduction form and in accordance with Florida Statutes, Chapter 447.

### C. Deductions for Economic Services

The detailed and explicit procedures for implementation of payroll reduction/deduction for services and benefits sponsored and endorsed by the Union shall be jointly developed and agreed to by the respective negotiators for the Board and the Union and shall conform to all existing Florida Statutes, and specifically Florida Statutes, Chapter 447. In addition to payroll deduction slots for Union dues and other economic services, as well as slots for Union assessments (Tiger-COPE dues), the Board also agrees to provide two payroll reduction /deduction slots for the purpose of tax sheltered annuities, tax deferred annuities, union benefits programs, etc., and such slots shall be established in accordance with mutually agreed to procedures and guidelines. Procedures currently in operation are incorporated and made a part of this Contract. Changes may be made, by mutual agreement, as deemed necessary.

### D. Repayment of Educational Loans (Florida Statutes, Chapter 112.175)

1. Any bargaining unit member who has received an educational loan made or guaranteed by the state or any of its political subdivisions shall be deemed to have agreed as a condition of his/her employment to have consented to voluntary or involuntary withholding of his/her wages to repay such loan.
2. Any such employee who has defaulted or does default on the repayment of such loan shall, within 60 days after service of a notice of default by the agency holding the loan to the employee and the Board, establish a loan repayment schedule for repaying such defaulted loan through payroll deductions which shall be agreed to by both the agency holding the loan and the employee.
3. Under no circumstances may an amount in excess of 10 percent per pay period of the gross pay of such employee be required by the agency holding the loan as part of a repayment plan or schedule.
4. If such employee fails to establish a repayment schedule within the specified period of time or fails to meet the terms and conditions of the agreed-to or approved repayment schedule, such employee shall be deemed to have breached an essential condition of employment and shall be deemed to have consented to the involuntary withholding of his/her wages or salary for the repayment of the loan.

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5. No employee may be dismissed for having defaulted on the repayment of an educational loan made or guaranteed by the state or any of its political subdivisions.
6. A standard method of calculating amounts to be withheld from employees who have failed to establish a repayment schedule within the specified period of time or failed to meet the terms and conditions of the agreed-to or approved repayment schedule will be adopted by the Florida Administration Commission and followed by M-DCPS.