

*This is part of a package proposal. UAW reserves the right to withdraw this package proposal at any time, at its sole discretion and without penalty. If this package proposal is not accepted as written in its entirety and without modification as described below, this proposal will be declared to be void and non-existent and the Union will return to bargaining from its language proposed prior to this package proposal.*

## ARTICLE \_\_\_\_ UNION SECURITY

### A. DEDUCTIONS

1. General Conditions
  - a. The UAW has the exclusive privilege of dues and fees deduction for all employees in the Academic Researchers bargaining unit.
  - b. The UAW shall establish its dues and fees amount and shall certify its amount to the University. The University shall deduct from the Academic Researcher's gross earnings, membership dues, assessments, and standard initiation fees in the amount certified by the UAW.
  - c. The University shall remit dues, assessments, and fees deductions to the UAW on a monthly basis.
  - d. The initial deduction of dues and initiation fees pursuant to this section shall occur 10 days following the union's notice of ratification.
  - e. ~~The University shall make every effort to redirect bargaining unit employees or non-unit voluntary members to the UAW regarding dues related inquiries.~~ An Academic Researcher decides whether or not to join the UAW, and the University will not discourage Academic Researchers from becoming members of the UAW. If asked questions about the UAW Deduction Authorization Form (Appendix XX) or the Union in general, the University and its agents shall refer the Academic Researchers to the Union. Pursuant to HEERA, the payment of union dues through payroll deduction will continue even if the collective bargaining agreement expires.
  - f. Authorizing collection of dues and fees – During the campus/department Academic Researcher new hire / appointment process during which Academic Researchers are expected to complete various employment-oriented forms (e.g., W-4 and I-9 forms), each newly-employed Academic Researcher will receive a UAW Deduction Authorization Form (Appendix XX) that enables the Academic Researcher to
    1. identify if they want to become a member of the UAW, and
    2. authorize the University to deduct dues/fees from the Academic Researcher's paycheck.

The Academic Researcher shall complete this form during the process and return it to the University representative overseeing the session with all other forms in the packet. Within 10 days of receipt by the Academic Researcher, the University shall return the completed forms to the Union via email or U.S. mail.

2. Dues Amount Change

- a. The Union may change the certified dues amount once in a twelve month period without cost to the UAW. Any annual changes in the amount to be deducted for union dues shall be certified to the University, in writing, at least thirty (30) calendar days prior to the effective date of the dues amount change.
- b. All costs associated with accomplishing additional changes in the dues amount (machine, programming, etc.) shall be paid by the Union at the same rates that apply to other employee organizations described in the University Accounting Manual. The University shall provide the Union with estimated costs and an estimated time of completion and the Union shall pay the agreed-upon costs before the University makes the change.

3. Voluntary Community Action Program (VCAP)

Upon presentation of a legible signed authorization form executed by an Academic Researcher, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

- a. The Academic Researcher must be an active dues paying member for the VCAP deduction to occur.
- b. The VCAP deduction must be in a flat dollar amount and shall be deducted as set forth in A.1 above.
- c. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

**B. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION**

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on gross earnings.
- b. The UAW will either deliver an electronic file in Excel (\*.xls) format to the University's campus appropriate office or upload files to the FTP website, in

accordance with Section 2 below. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.

- c. For employees who are paid monthly, the dues file shall be transmitted electronically no later than the 20<sup>th</sup> of each month. For employees who are paid bi-weekly, the dues file shall be transmitted no later than the Friday before the end of the pay period.
  - d. The University agrees the changes will be made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction certification is received.
  - e. The Union will solely maintain the dues deduction authorization, signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
  - f. If an employee is separated from the University or transferred out of the Academic Researchers bargaining unit and is still employed by the University in an non-unit title code, or if the employee holds appointments in an Academic Researcher bargaining unit title code and an non-unit title code simultaneously, the University shall not deduct dues from the non-unit earnings.
2. The UAW list to be submitted in the format provided in Appendix \_\_\_ and shall include:
- a. Location/Business Unit Code
  - b. ~~Campus Name~~
  - c. ~~Bargaining Unit or unrepresented~~
  - d. Employee Identification Number
  - e. Employee Name (Last, First)
  - f. Action Codes: "A" = Add; "C" = Change; "S" = Stop
  - g. GTN/UCPath code assigned to the deduction (Dues, Initiation Fee, VCAP)
  - h. VCAP/Initiation Fee Amount
  - i. ~~Deduction Codes: "D" = Dues; UD = Non-Unit Voluntary Member Dues~~

### ~~C. FEES FOR PROVIDING PAYROLL DEDUCTIONS~~

~~The University shall charge the UAW \$.07 per employee for calculation and reporting and \$10.00 for each monthly union payroll deduction remittance. Such charges shall be deducted from the total check remittance.~~

**D.C. INFORMATION TO ACCOMPANY REMITTANCE**

The University shall submit a monthly standard earnings (based on retirement gross where applicable) and deduction report which shall contain, by campus, an alphabetical list of all employees in the bargaining unit ~~and non-unit voluntary members on dues deduction status.~~ The report shall include the employee identification number, employee name, amount of union dues/fees withheld including initiation fees and amount of VCAP contribution, total gross monthly pay earnings that are the basis for the deduction, and the date the pay was provided.

The report shall be provided electronically via the FTP site. ~~Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union.~~

**E.D. CORRECTION OF ERRORS**

1. If the University fails to make appropriate authorized payroll dues or fee deductions, or any part thereof, the University shall correct the deduction amounts within 30 days of notice from the Union.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal dues amount in any given pay period.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.
4. If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance concerning the same.
5. The University shall include a communication to the Academic Researcher if deducting two times the normal contributions in accordance with E.D. 1. above with concurrent notice to the UAW.

**G.E. INDEMNIFICATION**

The Union shall indemnify the University for any claims made by the employees for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.

