

TALed 9/26/19

For the UAW

For UC
~~Madame Justice~~
9/26/19
ARTICLE ____
UNION SECURITY

MTA

A. DEDUCTIONS

1. General Conditions

- a. The UAW has the exclusive privilege of dues deduction, including dues and standard initiation fees, for all employees in the academic researchers bargaining unit.
- b. The UAW shall establish its dues and standard initiation fee amounts and shall certify its amount to the University. The University shall deduct from the academic researcher's in unit **retirement** gross earnings, membership dues and standard initiation fees, in the amount certified by the UAW.
- c. The University shall remit all deductions to the UAW on a monthly basis.
- d. **The initial deduction of dues and initiation fees pursuant to this section shall occur in accordance with the Side Letter on Initial Deduction Implementation.**
- e. 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 **and shall refer Academic Researchers with questions to the Union.**
- f. Pursuant to HEERA, the payment of union dues through payroll deduction will continue even if the collective bargaining agreement expires.

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 structure (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 the Excel file in accordance with Section B.1 below, the University agrees to deduct 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 Academic Researchers who are paid monthly, the deduction file shall be transmitted electronically no later than the **15th** of each month. For Academic Researchers who are paid bi-weekly, the deduction file

shall be transmitted no later than the Friday before the end of the bi-weekly pay period.

- d. **The University shall process all changes submitted by the Union, provided the University receives the information in time for the deductions to take effect by the next payroll run, i.e. by the fifteenth (15th) of the month for employees paid monthly, or the Friday before the end of the pay period for bi-weekly paid employees.**
 - e. The Union will solely maintain the dues deduction and VCAP authorization(s), 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.
 - g. **The University shall maintain the last known payroll deduction authorization status for Academic Researchers dues paying members for no less than sixty (60) months from the UAW certification for all former Academic Researchers with records in the payroll system. If an employee is separated from the University or transferred out of the bargaining unit and is later re-employed in a bargaining unit title code, their dues deduction status shall be resumed with the first payroll immediately upon rehire or transfer back into a bargaining unit title.**
2. The UAW list to be submitted in the format provided in Appendix ___ and shall include:
- a. Location/Business Unit Code
 - b. Employee Identification Number
 - c. Employee Name (Last, First)
 - d. Action Codes: "A" = Add; "C" = Change; "S" = Stop (VCAP amount changes)
 - e. Deduction Codes: "D" = Dues; "IF" = Initiation Fee; "PA" Political Action (VCAP)
 - f. VCAP amount

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. INFORMATION TO ACCOMPANY REMITTANCE

The University shall submit a monthly standard earnings (based on in unit retirement gross where applicable) and deduction report which shall contain, by campus, an alphabetical list of all employees in the bargaining unit. The report shall include the employee identification number, employee name, amount of union dues, ***including initiation fees and amount of VCAP contribution***, and earnings that are the basis for the deduction. 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. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll deductions, the University shall correct the deduction amounts on the following transmission to the UAW ***within thirty (30) calendar days from the Union's notice to the appropriate office.***
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 ***by deducting the amount owed from the Academic Researcher's next scheduled pay following thirty (30) calendar days from the UAW notice.*** 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.1. above

with concurrent notice to the UAW.

G. INDEMNIFICATION

The Union shall indemnify the University for any claims made by the academic researchers 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.