

**ARTICLE 29
UNION SECURITY**

A. DUES

1. The University shall deduct membership dues and standard initiation fees from the wages of ASEs upon notification from the UAW as provided in Section E. The University shall remit dues and standard initiation fees to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues and standard membership initiation fees. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the dues deduction program. In the event the UAW fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues to the UAW provided for in this paragraph.
2. On a monthly basis, the University will provide a list of ASEs by name, total gross monthly pay, title code, department/hiring unit, amount of dues deducted. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this list.

B. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

The University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

1. The UAW shall provide the University will a list via excel spreadsheet.
2. The ASE must be an active dues paying member for the VCAP deduction to occur.
3. The VCAP deduction must be in a flat dollar amount and shall be deducted from the ASE's first paycheck of the month.
4. This provision is for regular recurring payroll deductions and shall not be used for onetime deductions.
5. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the FTP site.

C. UNION MEMBERSHIP ELECTION FORM

1. A mutually agreed upon union membership election form "MEF" (*Appendix E*) shall be provided to all new ASEs at the same time as the ASE is provided the new employee payroll information (e.g., W-4 and I-9 forms).
2. In the event that an ASE has already completed new employee information (e.g., W-4 and I-9 forms), the University shall present a UAW Local 2865 Membership Election Form at the time the ASE hires into the bargaining unit.
3. The University will collect and return all original signed forms to the UAW within 10 business/working days of its receipt of the completed form. ASE's may also return the MEF to the union.
4. The University will not discourage employees from completing the form or becoming members of the UAW.

D. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues or any part thereof, or fails to remit to the UAW such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the deduction amounts within 30 days of the written 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 (2) times the normal dues deduction amount in any given pay period, until the complete dues deductions have been made. In the event an Academic Student Employee's employment terminates while still owing dues to the union, the amount owed shall be taken from the Academic Student Employee's final paycheck. In no event shall the University owe the union dues that are the responsibility of the Academic Student Employee.
3. It is expressly understood and agreed that if the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the Academic Student Employee accordingly.
4. The University shall not be responsible for those portions of union payroll deductions that the Academic Student Employee's net earnings are insufficient to cover in any pay period.

E. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. 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. The University shall confirm the final administrative process with no less than thirty (30) calendar days' notice. The dues file shall be either transmitted electronically or uploaded no later than the 15th of each month. In the event that the 15th falls on a weekend, the Union will deliver the list on the following Monday. In the event that the appropriate office is closed on the 15th, the Union will deliver the list on the following business day. 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 information is received.

2. UAW list to be submitted:

The list will be a modified version of the Employee List posted by the University on the University's FTP site (Units770file) each Tuesday.

- a. The UAW will provide a list of employee records for bargaining unit members for which the UAW request to change.
 - b. The modified list shall include the following fields from the Unit770 file:
 - i. Campus
 - ii. Employee ID
 - iii. Employee Name
 - iv. Title Code
 - c. The UAW will add the following fields to this list:
 - i. UAW initiation fee
 - ii. UAW changed status: deduction "D" or cancellation "C"
 - iii. GTN code assigned to the deduction
 - iv. UAW current VCAP amount
 - v. UAW VCAP new or changed amount.
 - d. The Union's list will include additional names and data for employees that do not currently appear on the University's Unit770 file list. If at the time of payroll input the employee does not hold an active appointment in the bargaining unit, and the employee record has not yet been entered into the University's payroll system by the department, the addition will be rejected. Rejected records may be resubmitted by the UAW in their subsequent monthly transmittals until the employee record is processed in the University's payroll system.
3. If the UAW is unable to resolve any disputes regarding this Section E informally at the campus level, any formal grievance may be filed at the Office of the President.

F. WAIVER OF LIABILITY

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.