

ARTICLE 27 – PAYROLL DEDUCTIONS

A. DEDUCTIONS

1. General Conditions

- a. AFSCME 3299 has the exclusive right of dues and other payroll deductions authorized under Government Code sections 1152, 1157.3 and 1157.12 for all employees in the Service unit.
- b. AFSCME 3299 shall establish its dues amount and shall certify its amount to the University. The University shall deduct from gross earnings membership dues in the amount certified.
- c. The University shall deduct PEOPLE as a flat dollar amount, for those members AFSCME 3299 identifies to pay PEOPLE.
- d. AFSCME shall pay all costs associated with establishing additional deductions for a service, program, or committee 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 a change.
- e. The University shall remit deductions to AFSCME 3299 on a monthly basis.
- f. The University shall redirect bargaining unit employees to AFSCME 3299 regarding deduction related inquiries.

2. Dues Amount Change

- a. The Union may change the certified dues amount once in a twelve month period without cost to AFSCME 3299. 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.

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 Union 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. 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 20th 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. Consistent with Government Code sections 1157.3 and 1157.12, authorizations for payroll deductions are revocable only as provided by the written authorization. The University shall not resolve disputes between AFSCME and represented employees concerning union membership or deductions. The University will direct employee questions or concerns including requests to change or cancel deductions to AFSCME.
2. The AFSCME 3299 list to be submitted in the format provided in the Service Agreement 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. Deduction Codes: "D" = Dues; "PA" = PEOPLE
 - h. PEOPLE amount - new or changed amount.

C. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. The University shall charge AFSCME 3299 \$.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.

2. For the purpose of voluntary deductions for the Union, PEOPLE fees charged to the Union shall not exceed the actual costs incurred by the University to establish such deductions.

D. 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. The report shall include the employee identification number, employee name, amount withheld, 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 authorized deductions of union dues or other authorized deductions or any part thereof, or fails to remit to AFSCME such authorized deduction or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to AFSCME any deductions it has erroneously failed to remit.
2. From the time AFSCME notifies the University in writing of any such errors, or if the University becomes aware of such errors, the University shall have forty-five (45) calendar days to make the corrections.
3. It is expressly understood and agreed that AFSCME shall refund the employee any deductions erroneously withheld from the employee's wages by the University and paid to AFSCME.
4. If there is not agreement on the correction or the costs, AFSCME may grieve the matter only as a union grievance.

F. INDEMNIFICATION

It is specifically agreed that the University assumes no obligations or liability, financial or otherwise, pursuant to payroll deduction other than those specified in this article and in applicable law.