

**ARTICLE 30
UNION SECURITY**

A. GENERAL CONDITIONS

1. A Postdoctoral Scholar decides whether or not to join the UAW, and the University will not discourage Postdoctoral Scholars from becoming members of the UAW. Pursuant to HEERA, the payment of union dues through payroll deduction will continue even if the collective bargaining agreement expires.
2. The University will deduct from the Postdoctoral Scholar's gross earnings membership dues, assessments and standard initiation fees for members in the amount established by the UAW. The University shall, on a monthly basis, deduct such dues from the pay, including supplements, of Postdoctoral Scholars appointed to the Employee title (3252), and/or the stipends paid to Fellow title (3253) in accordance with the provisions of §A.4., below. The University shall remit dues, assessments, and fees to the UAW on a monthly basis.
 - a. In the event a Postdoctoral Scholar is appointed to the Fellow title (3253) and is remunerated with a stipend, the Postdoctoral Scholar shall provide written authorization for the University to make deductions from the stipend.
 - b. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Employee title (3252), the deductions shall be entirely from the Employee (3252) supplement.
 - c. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Fellow title (3253), the deductions shall be entirely from the Fellow's (3253) stipend.
3. The University shall provide Postdoctoral Scholars with necessary release time in order to meet with a union representative to arrange the method of payment for any remaining deductions or to address other concerns.
4. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and they receive a supplement in the 3252 title and/or a stipend in the 3253 title that is insufficient to cover the deductions, the University shall deduct the maximum possible amount from the stipend and/or University supplement, and remit the amount of the deduction to the Union.

B. DUES AND FEES

1. Union Dues – The Union will verify the Postdoctoral Scholars who have elected to become members of the UAW following completion of a Union membership form by providing the information specified in §H. below, to the campus payroll/Labor Relations Office. The University will deduct the amount of membership dues and standard initiation fees required by the UAW from the earnings of such Postdoctoral Scholars as set forth in §A. A Postdoctoral Scholar may at any time cancel authorization for payroll dues deduction by presenting a written request for termination and cancellation to the Union. The Union will provide the termination information to the University via the process outlined in §H. of this Article.
2. Changes to dues/fees amounts – Once in a twelve (12) month period, the UAW shall

notify the University of changes to amount of the deductions that the UAW requires to be paid by Postdoctoral Scholars. The University shall make changes to the amount(s) it deducts within forty-five (45) days following receipt of the Union's notice.

C. MEMBERSHIP ELECTION FORMS

1. The UAW shall send to the pre-designated University office at each location a list of new Postdoctoral Scholars for whom the pre-designated University office shall be responsible to send the Membership Election Form (MEF) (see Appendix C) once a month via DocuSign, or a mutually agreeable alternative method. The UAW shall send the list no later than the 10th of the month, and the University shall confirm receipt.
2. The University shall transmit the MEFs to the Postdocs identified on the list within five (5) working days of receipt. The DocuSign MEF or similar format sent by the University will remain active for thirty (30) calendar days. In addition to the initial transmission of the MEF, there shall also be two (2) reminders to the Postdocs within the aforementioned thirty (30) calendar day period. The intent of the University and UAW is that the list shall only include newly-hired Postdocs. The list shall not include a new hire more than once.
3. The list shall be transmitted in Microsoft Excel format, or a mutually agreeable alternative format. The list shall include Last and First Name, Email Address, Employee ID, school/college/division/department, if known, title, and date of hire, if known, into the Postdoctoral Scholar bargaining unit.
4. If the University is closed on a designated transfer or MEF distribution day, the distribution shall be postponed to the following business day.
5. Appendix C shall accompany each MEF that goes out to the Postdocs and shall include a disclaimer indicating that the University neither encourages nor discourages union membership.
6. The UAW shall be copied on the distribution, including receipt of any signed MEFs. The University shall not be responsible for forwarding any signed MEF to the UAW.
7. The University shall have no further obligation with regard to MEFs other than what is specifically outlined in this Article. The University shall not be responsible for any further handling of MEF issues, including but not limited to answering questions, processing follow-up requests for MEFs, or distributing MEFs in any other manner.
8. LBNL will continue to collect the member enrollment form (MEF) during the Lab's onboarding process. Completed forms will be emailed to the UAW within one week of the employee's start date. For LBNL Postdocs who are reclassified from another position, member enrollment forms will be collected individually and emailed to the union within one week following their first scheduled postdoc orientation.
9. When a location proposes to include the MEF in the hiring paperwork using a distribution system different than that outlined above, that location will notify the UAW

no later than thirty (30) calendar days in advance of the proposed change to the distribution system. The alternate distribution system shall be mutually agreed upon and codified in writing.

D. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

1. The University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) for each Postdoctoral Scholar when the UAW provides a list to the University authorizing a VCAP deduction for members who meet the provisions below:
 - a. The Postdoctoral Scholar 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.3-5. above.
 - c. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

E. UNION TRANSMISSION OF DUES/FEEES/VCAP INFORMATION TO THE UNIVERSITY

Once per month, the University will provide a list of postdoctoral scholars by name, title, total gross monthly pay, amount of union dues/fees, including initiation fees and amount of VCAP contribution, deducted.

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 systemwide office or upload files to the GoAnywhere or a different platform identified by the University, 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 Postdoctoral Scholars who are paid monthly, the deduction file shall be transmitted electronically no later than the fifteenth (15th) of each month. For Postdoctoral Scholars who are paid bi-weekly, the deduction file shall be transmitted no later than the Friday before the end of the biweekly 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.

2. The UAW list to be submitted in the format provide in Appendix N to the University designee shall include:
 - a. Location/business unit code
 - b. Location Name (Campus/Medical Center)
 - c. Bargaining Unit
 - d. Employee identification number
 - e. Employee name (last, first)
 - f. Action codes: "A" = Add; "C" = change; "S" = stop
 - g. Deduction Codes: "D"=dues; "IF" = initiation fee; "PA" Political Action (VCAP)
 - h. VCAP amount.

F. INDEMNIFICATION

1. It is specifically agreed that the University assumes no obligation other than that specified in this Article, or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UAW hereby agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.
2. The Union will hold the University harmless and indemnify it for costs, legal or otherwise, associated with disputes or litigation arising out of its transmission of the MEF pursuant to this Article.

G. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues 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, until the complete dues=deductions have been made. In the event a Postdoctoral Scholar terminates their employment while still owing dues to the union, the amount owed shall be taken from the Postdoctoral Scholar's final paycheck/stipend.
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 Postdoctoral Scholars accordingly.
4. The University shall not be responsible for those portions of deductions that the Postdoctoral Scholar's net earnings are insufficient to cover in any pay period.