

ARTICLE 12
PAYROLL DEDUCTIONS

A. GENERAL CONDITIONS

1. The UC-AFT has the exclusive privilege of dues deduction for all employees in Unit 17.
2. The UC-AFT shall establish its dues amount and shall certify its amount to the University. The University shall deduct from the Librarian gross earnings, and from non-unit voluntary members' retirement gross earnings, membership dues in the amount certified by the UC-AFT. Unless there are insufficient gross earnings to cover the deduction for in-unit or non-unit voluntary members, it shall be made bi-weekly or on a monthly pay cycle, as applicable.
3. The University shall deduct COPE as a flat dollar amount, for those Librarians identified by the UC-AFT.
4. The University shall remit deductions to the UC-AFT on a monthly basis.
5. The University shall make every effort to redirect bargaining unit employees or non-unit voluntary members to the UC-AFT regarding dues related inquiries.

B. DUES AMOUNT CHANGE

The Union may change the certified dues amount from LX gross earnings once in a twelve (12) month period at no cost. If the Union requests a change to the dues amount more than once in a twelve (12) month period, the Union is responsible for all costs associated with implementing such changes at the same rates that apply to other employee organizations described in the University Accounting Manual. Annual changes in the dues amount shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of the change.

If applicable, the University shall provide the Union with a statement detailing the cost, effort, and estimated time of completion to make programming changes in the University's system when the dues amount change is requested more than once in a twelve (12) month period or when there is a request to change the dues amount structure (for example moving from a flat rate to a percentage model). The Union shall be responsible to notify all employees affected by union payroll deduction changes.

C. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. UC-AFT Unit 17 will certify to the University to begin, stop or change union payroll deductions by providing a completed Excel (*.xls) file.
- b. The UC-AFT will either deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office or upload a file to a platform designed by the University in the future, in accordance with Section 2 below. The University and the Union agree that improvements to the process may be requested by either party and shall provide notice of the changes to the administrative process including a platform designation 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 or four (4) calendar days prior to the pay confirm date for the month, whichever occurs first. For employees who are paid bi-weekly, the Union's completed Excel file containing union payroll deduction transactions 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 Unit 17 and is still employed by the University in a non-unit title code, or if the employee holds appointments in a Unit 17 title code and a non-unit title code simultaneously, the University shall not deduct dues from the non-unit earnings unless explicitly authorized by the Union to do so as a non-unit voluntary member.
- g. Authorizations for payroll deductions are revocable only as provided by the written authorization received by the Union. The University shall not resolve disputes between the Union and its members concerning union membership or deductions. The University will direct employees to the Union for questions or concerns including requests to change or cancel deductions.
- h. The University shall maintain the last known payroll deduction authorization status for Unit 17 dues paying members for no less than sixty (60) months from the UC-AFT certification for all former Unit 17 employees with records in the payroll system. If an employee is separated from the University or transferred out of Unit

17 and is later re-employed in a Unit 17 title code, their dues deduction status shall be resumed with the first payroll immediately upon rehire or transfer back into a Unit 17 title.

2. The Union’s list to be submitted in Excel shall include the following fields. If a field is missing or inaccurate, the record for that person with the problem identified shall be returned to the Union for correction. The University will process the rest of the list and will then process the corrected record when it is provided by the Union.
 - a. Location/Business Unit Code
 - b. Location Name (Campus or Medical Center)
 - c. Bargaining Unit or unrepresented
 - d. UCPath Employee Identification Number
 - e. Employee Name (Last, First)
 - f. Action Codes: “A” = Add; “C” = Change; “S” = Stop
 - g. Deduction Codes: “D” = Dues; UD = Non-Unit Voluntary Member Dues; “PA” = COPE
 - h. COPE amount - new or changed amount.

D. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. The University shall charge the UC-AFT \$.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, COPE fees charged to the Union shall not exceed the actual costs incurred by the University to establish such deductions.

E. INFORMATION TO ACCOMPANY REMITTANCE OF UNION PAYROLL DEDUCTIONS

The University shall electronically remit at least monthly to the Union’s designated bank account an amount representing the authorized union payroll deductions covering dues minus the administrative fees. The University shall also 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 withheld, and earnings that are the basis for the deduction. The report shall be provided electronically in a secure manner per the University's instructions. Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union in accordance with the process and parameters outlined in section (B) above.

F. CORRECTION OF ERRORS

If the University fails to make authorized deductions of union dues or other authorized deductions or any part thereof or fails to remit to UC-AFT Unit 17 such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. When notified by the Union in writing of an error after the 20th of a given month, the University shall make the corrections no later than the payroll cycle of the subsequent month. If the University does not make the agreed-upon corrections in the subsequent month's payroll cycle, the University will reimburse the Union for reasonable, documented costs incurred to make corrections, only for University errors.

1. 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 unless authorized by the employee.
2. 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.
3. If the parties cannot agree on the amount of the appropriate deduction only the union may file a grievance concerning the same.
4. The University shall include a communication to the Librarian if deducting two times the normal contributions in accordance with F.1 above with concurrent notice to the UC-AFT.

G. 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.