

ARTICLE 33 UNION SECURITY

A. DUES AND INITIATION FEES

The University shall deduct membership dues and standard initiation fees from the retirement in-unit gross earnings of employees upon notification from the Union as provided in Section D. The University shall remit dues and standard initiation fees to the Union on a monthly basis. The Union will provide the University with the formula for calculating the dues and standard membership initiation fees. On a monthly basis, the University will provide a list of employees by name, department (ID and Description), total in-unit gross monthly pay, job code, and amount of dues deducted.

B. VOLUNTARY COMMUNITY ACTION PROGRAM (V-CAP)

The University agrees to provide a voluntary check off for the Union Voluntary Community Action Program (V-CAP) in accordance with the following provisions:

1. The Union shall provide the University with a list via Microsoft Excel spreadsheet, or a mutually agreeable alternative format.
2. The employee must be an active dues paying member for the V-CAP deduction to occur.
3. The V-CAP deduction shall be in a flat dollar amount from the retirement in-unit gross earnings and shall be deducted from the employee's first paycheck of the month.
4. This provision is for regular recurring payroll deductions and shall not be used for one time deductions.
5. V-CAP collections will be remitted to the Union on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the FTP GoAnywhere site or a different platform identified by the University.

C. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues deductions or any part thereof, or fails to remit to the Union such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the deduction amounts within thirty (30) calendar 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 employee's employment terminates while still owing dues to the Union, the amount owed shall be taken from the employee's final paycheck. In no event shall the University owe the Union dues that are the responsibility of the employee. 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 employee accordingly.

3. The University shall not be responsible for those portions of Union payroll deductions that the employee's net earnings are insufficient to cover in any pay period.
4. If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance concerning the same.

D. CERTIFICATION AND MAINTENANCE OF DEDUCTION INFORMATION

1. 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 retirement gross earnings.
2. The Union will either deliver an electronic file in Excel (*.xls) format to UCPath or upload files to the GoAnywhere or a different platform identified by the University. Such deduction information shall include dues, initiation fees and V-CAP deductions. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
3. For employees who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For employees who are paid biweekly, the deduction file shall be transmitted no later than the Friday before the end of the biweekly pay period.
4. In the event that the 15th does not fall on a University business day, 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 period end date that falls on or after the date the deduction information is received.
5. The Union will solely maintain the dues deduction and V-CAP 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.
6. The Union list to be submitted in the format provided in Appendix D 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 (V-CAP) ,
 - h. V-CAP amount.

7. If the Union is unable to resolve any disputes regarding this Section informally at the location level, any formal grievance may be filed at the Office of the President.

E. FEES FOR PROVIDING PAYROLL DEDUCTIONS AND LISTS

1. The Union shall be responsible for all reasonable initial and ongoing programming and monthly processing costs associated with payroll deductions, V-CAP checkoff, and providing any lists referenced in this Article. Payment for costs must be remitted to the University in advance of development, configuration, and implementation.
2. For each monthly remittance to the Union, the University shall charge the Union and deduct from the amount being remitted \$10.00 plus \$.07 per employee for whom the University makes payroll deductions.

F. WAIVER OF LIABILITY

The Union shall indemnify the University for any claims made by the employees for deductions made by the University, including reasonable costs associated with such claims, 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.