

## ARTICLE 31

### UNION SECURITY

#### A. DUES AND INITIATION FEE

1. The University shall deduct membership dues and standard initiation fee from the wages of Academic Student Employees upon notification from the UAW as provided in Section E. The University shall remit dues and standard initiation fee to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues and standard membership initiation fee. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the union 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 Academic Student Employees by name, department/hiring unit, total in-unit gross monthly pay, title code, and amount 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 with 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 GoAnywhere site.

### **C. MEMBERSHIP ELECTION FORMS**

1. The UAW shall send to the pre-designated University office at each location a list of new ASEs 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 10<sup>th</sup> of the month, and the University shall confirm receipt.
2. The University shall transmit the MEFs to the ASEs 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 ASEs within the aforementioned thirty (30) calendar day period. The intent of the University and UAW is that the list shall only include newly-hired ASEs. 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, department, title, and date of hire into the Academic Researcher 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 ASEs and it 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. 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. 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 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 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. 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 gross earnings.
2. The UAW will either deliver an electronic file in Excel (\*.xls) format to the designated local campus office or upload files to the GoAnywhere or a different platform identified by the University. 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.
3. For Academic Student Employees who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For Academic Student Employees who are paid bi-weekly, 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 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.
5. Provided the University receives the information in time for the deductions to take effect by the next payroll run, the University shall process all changes submitted by the Union.
6. The Union will solely maintain the dues deduction and VCAP authorization(s), signed by the Academic Student 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.
7. The UAW list to be submitted in the format provide in **Appendix** 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.

8. 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**

1. 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.
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.