

**ARTICLE 12**  
**DUES DEDUCTION**

**A. DEDUCTIONS**

1. General Conditions

- a. The UC-AFT has the exclusive privilege of dues deduction for all employees in Unit 17.
- b. 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.
- c. The University shall deduct COPE as a flat dollar amount, for those Librarians identified by the UC-AFT.
- d. The University shall remit deductions to the UC-AFT on a monthly basis.
- e. The University shall make every effort to redirect bargaining unit employees or non-unit voluntary members to the UC-AFT regarding dues related inquiries.

2. Dues Amount Change

- a. The Union may change the certified dues amount once in a twelve-month period without cost to the UC-AFT. 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. For non-unit voluntary members, deductions shall be from retirement gross earnings.

- b. The UC-AFT 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 20<sup>th</sup> 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 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. 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. 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 UC-AFT list to be submitted in Excel format shall include the following fields:
- 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; UD = Non-Unit Voluntary Member Dues; "PA" = COPE

h. COPE amount - new or changed amount.

### **C. 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.

### **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 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 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'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.
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 E. 1 above with concurrent notice to the UC-AFT.

## **F. 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.