ARTICLE 7

UNION DUES PAYROLL AND AGENCY FEE DEDUCTIONS

A. GENERAL CONDITIONS DEDUCTIONS

1. General Conditions

   a. UPTE-CWA has the exclusive right of dues deductions authorized under Government Code section 1152 for all employees in the HX unit.

   b. UPTE-CWA shall establish the monthly, its dues amount it requires for union members’ dues and initiation fees, and the amount required of unit members for agency fees. UPTE and shall certify its amount to the University in writing the monthly union dues and agency fee amounts, and the amount of members’ initiation fees. The amount of the agency fee shall not exceed the monthly dues that are payable by members of UPTE. The University agrees to shall deduct from the pay of represented employees members’ retirement gross earnings the amount of agency fees and dues UPTE has certified in writing.

   c. The University shall remit deductions to UPTE on a monthly basis.

   a-d. The University shall make every effort to redirect bargaining unit employees or non-unit voluntary members to UPTE regarding dues related inquiries.

2. Dues Amount Change

   a. UPTE may change the amounts to be deducted from unit employees’ pay once per calendar year calendar year twelve (12) month period without cost to UPTE. Any annual changes in the amounts to be deducted for UPTE dues or agency fees shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of such change. All actual costs associated with changing the dues/agency fee amount (machine, programming, etc.) shall be paid by UPTE, following discussion with UPTE.

   b. All costs associated with accomplishing additional changes in the dues amount or structure (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 retirement gross earnings.

   b. UPTE will either deliver an electronic file in Excel (*.xls) format to the University's campus/medical center/laboratory 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 union payroll deduction file shall be transmitted electronically no later than the 15th of each month. For employees who are paid bi-weekly, the union payroll deduction file shall be transmitted no later than the Friday before the end of the pay period. If the referenced 15th of the month or Friday before the end of the pay period falls on a holiday or weekend, the file shall be transmitted the business day prior to the holiday or weekend.

   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 union payroll deduction authorization, signed by the employee from whose salary or wages the deduction is to be made.

   f. If an employee is separated from the University or transferred out of the HX unit and is still employed by the University, the University shall stop the union payroll deductions.

2. UPTE list to be submitted in the format provided in Appendix and shall include:

   a. Location/Business Unit Code

   b. Campus or Medical Center 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 = Unrepresented Dues; PA = Political Action

h. Ongoing Deduction Dollar Amount for Political Action (Must be dues paying member in bargaining unit)

2. Dues/agency fee deductions shall be monthly, or, where applicable, more frequently, in accordance with University payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.

B. DUES AND FEES

The payment of fair share fees and union dues through payroll deduction will continue even if the collective bargaining agreement expires.

1. Union Dues

a. The University will deduct from the pay of union members who have submitted a written individual authorization for the deduction of union dues, the monthly amount certified by the Union to be the dues required for the employee’s membership in the Union. The employee’s authorization must be provided on a form agreed upon by the parties.

b. Dues deductions shall be effective following the University’s receipt of the authorization form and completion of the appropriate programming and/or payroll changes.

c. An employee may at any time cancel his/her authorization for payroll dues deduction by presenting her or his written request for termination and cancellation to the designated University office. The University will send a copy of the written request for cancellation of dues deduction to UPTE.

2. Agency Fees

a. Employees who do not pay union dues shall pay agency fees as a condition of employment. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to UPTE.

b. Employees who are conscientious objectors to the payment of agency fees must apply for objector status with UPTE.

1. UPTE shall determine the validity of the employee’s status as a conscientious objector.
2. If UPTE agrees to the objector status of the employee, it shall provide monthly to the University, proof of payments made to Charitable Organizations.

C. FEES FOR PROVIDING PROCESSING PAYROLL DEDUCTIONS FOR DUES AND FEES

1. For each dues/fee deduction check submitted to UPTE, each campus/hospital/laboratory shall deduct from the total dues amount remitted, an administrative fee of The University shall charge UPTE $.07 per employee for calculation and reporting and who dues deductions are being made in addition to $10.00 for each check remitted monthly union payroll deduction remittance. These costs will continue to be charged to UPTE on an ongoing basis. Such charges shall be deducted from the total check remittance. A remittance report shall be provided to UPTE reconciling the union payroll deductions and the deducted administrative service fees.

2. For the purpose of voluntary deductions for the Union, unrepresented dues and the Political Action Fund (PAF), fees charged to the Union shall not exceed the actual costs incurred by the University to establish such deductions.

Each campus/hospital/laboratory shall remit to UPTE, in the form of a check to an address designated by UPTE, an amount representing the dues/fees deductions less any reduction(s) referenced in Section C.1. above. Accompanying the check shall be a standard electronic and printed deduction report, which shall contain by campus/hospital/laboratory, by local number, an alphabetical listing of the UPTE unit members for whom payroll deductions were made. The report shall include the employee identification number, employee name, bargaining unit code, campus code, employee within unit salary, and amount withheld. Any costs associated with changing the deduction report referenced above shall be fully paid by UPTE. The report shall be provided electronically via the FTP site.

D. INFORMATION TO ACCOMPANY REMITTANCE MONTHLY UNION PAYROLL DEDUCTIONS AND EARNINGS REPORTS

The University shall submit a monthly standard earnings (based on retirement gross where applicable) and deduction report which shall contain, by UC location, a 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.

D.E. CORRECTION OF ERRORS
UC/UPTE HX Negotiations
Article 7 – Union Dues Payroll Deductions
TENTATIVE AGREEMENT
February 19, 2020

1. If the University fails to make appropriate authorized payroll dues or fee deductions, or any part thereof, the University shall correct the deduction amounts within thirty (30) days of notice from the Union.

2.1. If the University’s error resulted in deductions less than the correct amount, the University shall make the additional required deductions from the affected employee(s) subsequent earnings to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions from the employee(s) subsequent earnings 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.

3.4. The University shall include a communication to the employee if deducting supplemental dues in excess of the normal contributions in accordance with E.1. above with concurrent notice to UPTE.

E. OTHER DEDUCTIONS

Payroll deductions shall be made for UPTE-sponsored programs pursuant to the provisions of the University’s Accounting Manual requirements. For insured benefit programs, the section of the Accounting Manual entitled “Special Regulations for Non-University Insured Benefit Program” applies. For other than insured benefit programs the section of the Accounting Manual entitled “Employee Organizations” applies.

F. INDEMNIFICATION

It is specifically agreed that the University assumes no obligation other than that specified in Section A., above, or liability, financial or otherwise, arising out of the provisions of this Article. UPTE shall inform the University when the amount of the monthly dues changes. Such notice should be sent in time to provide for appropriate programming. Further, UPTE hereby agrees that it will reimburse the University for any cost 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.

The Union shall indemnify the University for any claims made by the represented members academic researchers 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.