

**ARTICLE 28
PAYROLL DEDUCTIONS**

A. DEDUCTIONS

1. General Conditions

- a. UPTE has the exclusive right of dues deductions authorized under Government Code section 1152 for all employees in the TX unit.
- b. UPTE shall establish its dues amount and shall certify its amount to the University. The University shall deduct from the members retirement gross earnings the amount certified by UPTE.
- c. The University shall remit deductions to UPTE on a monthly basis.
- 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. The Union may change the certified dues amount once in a twelve-month period without cost to UPTE. 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 retirement gross earnings.
- b. UPTE 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 15th 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.
 - f. If an employee is separated from the University or transferred out of the TX unit and is still employed by the University in a non-unit title code, or if the employee holds appointments in a TX covered 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 will direct employee questions or concerns, or requests to change or cancel deductions, to UPTE.
2. UPTE list to be submitted in the format provided in Appendix H and shall include:
- 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

C. FEES FOR PROVIDING PAYROLL DEDUCTIONS

- 1. The University shall charge UPTE \$.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 from the effected 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)'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.
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.

F. INDEMNIFICATION

The Union specifically agrees that the University shall assume no obligation other than that specified in this article, or any financial liability, including the payment of any retroactive dues arising out of the provisions of this article. Further, the Union agrees that it will reimburse the University for any reasonable costs and indemnify and hold the University, including its agents and affiliates, harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made in accordance with this article. Reasonable costs shall include all fees and costs associated with defending the claim and retaining separate and independent outside counsel, including but not limited to separate outside counsel's attorney's fees and costs.