

Article 28
UNION SECURITY

A. DUES AND FEES

The UAW membership ratification of this agreement shall constitute notice to the University that the UAW has implemented the provisions of Section 3583.5(a)(1) of the Government Code providing for fair share service fee collection. Effective sixty (60) days from the date of ratification membership dues or fair share service fees shall be paid to the UAW as a condition of employment. The termination of this agreement shall not constitute a basis for cessation of said implementation. As a result of said implementation, the parties have agreed as follows, so as to enable full compliance by the UAW with the provisions of Sections 3583 through 3585 of the Government Code and other applicable law.

1. Each July 1 the University shall provide to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing addresses of all employees who are not members of the UAW and who are employed in the bargaining unit on the last payroll period preceding that date.
2. The University shall provide to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing address of all ASEs as soon as practicable, but no later than 45 days of her/his appointment.
3. Membership dues, assessments and standard initiation fees for members and fair share service fees for non-members will be deducted from the wages of ASEs. The University shall remit dues, assessments, fees and fair share service fees to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues, fair share fees, and the amounts of any assessments and standard membership initiation fees. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the dues deduction and fair share 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 and fair share remittance to the UAW provided for in this paragraph.
4. On a monthly basis, the University will provide a list of ASEs by name, total gross monthly pay, title code, department/hiring unit, amount of dues/fees deducted. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this list.
5. The University and the UAW designate the following charities as provided for by Section 3584(a) of the Government Code:
 - a. American Cancer Society
 - b. Habitat for Humanity
 - c. Oxfam

B. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

Upon presentation of a legible signed authorization form executed by an ASE, 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 authorization form must be mutually agreed upon by the parties and contain specific UC payroll language as determined by the University. If the authorization form is not legible, as determined at the sole discretion of the University, the form will be returned to the UAW for clarification.
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 one-time deductions.
5. An ASE may discontinue the VCAP deductions at any time upon written notification to the campus labor relations office.
6. 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 FTP site.

C. UNION MEMBERSHIP ELECTION FORM

1. A mutually agreed upon union membership election form shall be provided to all new ASEs at the same time as the ASE is provided the new employee payroll information (e.g., W-4 and I-9 forms). It is the UAW's responsibility to provide an adequate number of union membership election forms to the University for ASEs.
2. In the event that an ASE has already completed new employee information (e.g., W-4 and I-9 forms) the University shall present a UAW Local 2865 Membership Election Form at the time the ASE hires into the bargaining unit.
3. The University will collect and return all original signed forms to the UAW within 10 business/working days of its receipt of the completed form.
4. The University will not discourage employees from completing the form or becoming members of the UAW.

D. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

The UAW will deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office that processes dues no later than the 15th of each month. In the event that the 15th falls on a weekend, the Union will deliver the list on the following Monday.

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.

UAW list to be submitted:

1. The list will be a modified version of the Employee List posted by the University on the University's FTP site (Units770file) each Tuesday.
 - a. The UAW will provide a list of employee records for bargaining unit members for which the UAW request to change.
 - b. The modified list shall include the following fields from the Unit770 file:
 - i. Campus
 - ii. Employee ID
 - iii. Employee Name
 - iv. Title Code
 - v. Employees current union membership status; i.e. dues or agency fees payer
 - c. The UAW will add the following fields to this list:
 - i. Last 4 of SSN
 - ii. UAW initiation fee
 - iii. UAW changed dues/fees affiliation; i.e. "D" or "F"
 - iv. GTN code assigned to the deduction
 - v. UAW current VCAP amount
 - vi. UAW VCAP new or changed amount.
 - d. The Union's list will include additional names and data for employees that do not currently appear on the University's Unit770 file list. If at the time of payroll input the employee does not hold an active appointment in the bargaining unit, and the employee record has not yet been entered into the University's payroll system by the department, the addition will be rejected. Rejected records may be resubmitted by the UAW in their subsequent monthly transmittals until the employee record is processed in the University's payroll system.
2. If the UAW is unable to resolve any disputes regarding this section D informally at the campus level, any formal grievance may be filed at the Office of the President.

E. WAIVER OF LIABILITY

The UAW 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/fair share fees arising out of the provisions of this article. Further, the UAW agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made in accordance with this article.