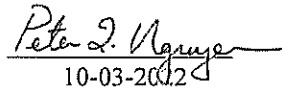


For the University



MADLINE B. FISHER



Peter J. Nguyen
10-03-2022

ARTICLE 30 UNION SECURITY

A. GENERAL CONDITIONS

~~Notice from the UAW that the Postdoctoral Scholars have ratified the 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. All Postdoctoral Scholars covered by the terms of this Agreement shall, as a condition of employment, either become and remain members in good standing of the UAW, or pay a fair share fee to the UAW, pursuant to the provisions of HEERA. The initial deduction of dues and fees pursuant to §B., below, shall occur within sixty (60) days following the union's notice of ratification. Processing deductions for Postdoctoral Scholars in the Paid Direct title will occur within ninety (90) days of ratification.~~

1. A Postdoctoral Scholar decides whether or not to join the UAW, and the University will not discourage Postdoctoral Scholars from becoming members of the UAW. ~~If asked questions about the UAW Deduction Authorization Form (Appendix C) or the Union in general, the University and its agents shall refer the Postdoctoral Scholars to the Union.~~ Pursuant to HEERA, the payment of union dues and agency fees through payroll deduction will continue even if the collective bargaining agreement expires.
2. The University will deduct from the Postdoctoral Scholar's gross earnings membership dues, assessments and standard initiation fees for members ~~and fair share service fees for non-members~~ in the amount established by the UAW. The University shall, on a monthly basis, deduct such dues ~~or fees~~ from the pay, including supplements, of Postdoctoral Scholars appointed to the Employee title (3252), and/or the stipends paid to Fellow title (3253) in accordance with the provisions of §A.4., below. The University shall remit dues, assessments, ~~and fees and fair share service fees~~ to the UAW on a monthly basis.
 - a. In the event a Postdoctoral Scholar is appointed to the Fellow title (3253) and is remunerated with a stipend, the Postdoctoral Scholar shall provide written authorization for the University to **make deductions** ~~the dues/fees~~ from the stipend.
 - b. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Employee title (3252), **the deductions** ~~dues/fees required as a result of combining the gross earnings from both pay sources shall be deducted~~ entirely from the Employee (3252) supplement.
 - c. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and the Fellow title (3253), **the deductions** ~~dues/fees required as a result of combining the gross earnings from both pay sources shall be deducted~~ entirely from the Fellow's (3253) stipend.
3. The University shall provide Postdoctoral Scholars with necessary release time in order to meet with a union representative to arrange the method of payment for any remaining **deductions** ~~dues/fees~~, or to address other ~~dues/fees~~ concerns.

4. In the event a Postdoctoral Scholar is appointed to the Paid Direct title (3254) and they receive a supplement in the 3252 title and/or a stipend in the 3253 title that is insufficient to cover the **deductions dues/fees**, the University shall deduct the maximum possible amount from the stipend and/or University supplement, and remit the amount of the deduction to the Union.

B. DUES AND FEES

1. **Union Dues** – The Union will verify the Postdoctoral Scholars who have elected to become members of the UAW following completion of a Union membership form by providing the information specified in §H. below, to the campus payroll/Labor Relations office. The University will deduct the amount of membership dues, ~~assessments~~ and standard initiation fees required by the UAW from the earnings of such Postdoctoral Scholars as set forth in §A. A Postdoctoral Scholar may at any time cancel authorization for payroll dues deduction by presenting a written request for termination and cancellation to the Union. The Union will provide the termination information to the University via the process outlined in §H. of this Article.

~~**Fair Share Service Fees** – Postdoctoral Scholars who do not pay union dues shall pay fair share service fees in the amount established by the UAW as a condition of employment. The University will deduct the amount of the fair share service fee from the earnings of the Postdoctoral Scholar as set forth in §A.~~

~~**Conscientious Objectors** – The University and Union designate the following charities as provided for by Section 3584(a) of the Government Code:~~

~~American Cancer Society~~

~~Habitat for Humanity~~

~~Oxfam~~

2. **Changes to dues/fees amounts** – Once ~~per year~~ **in a twelve (12) month period**, the UAW shall notify the University of changes to amount of the deductions ~~for fair share fees~~ that the UAW requires to be paid by Postdoctoral Scholars. The University shall make changes to the amount(s) it deducts within 45 days following receipt of the Union's notice.

~~**Authorizing collection of dues and fees** – During the campus/department Postdoctoral Scholar new hire / appointment process during which Postdoctoral Scholars are expected to complete various employment oriented forms, each newly employed Postdoctoral Scholar will receive a UAW Deduction Authorization Form (Appendix C) that enables the Postdoctoral Scholar to~~

~~identify if s/he wants to become a member of the UAW, and~~

~~authorize the University to deduct dues/fees from the Postdoctoral Scholar's paycheck/stipend.~~

~~The Postdoctoral Scholar shall complete this form during the process and return it to the University representative overseeing the session with all other forms in the packet. The UAW shall retrieve the forms from the office designated by each campus at which the forms shall be made available for UAW retrieval.~~

C. MEMBERSHIP ELECTION FORMS

1. The UAW shall send to the pre-designated University office at each location a list of new Postdoctoral Scholars for whom the pre-designated University office shall be responsible to send the Membership Election Form (MEF) (see Appendix ~~IX~~) once a month via DocuSign, or a mutually agreeable alternative method. The UAW shall send the list no later than the 10th of the month, and the University shall confirm receipt.
2. The University shall transmit the MEFs to the Postdocs 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 Postdocs within the aforementioned thirty (30) calendar day period. The intent of the University and UAW is that the list shall only include newly-hired Postdocs. 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/division/department, if known, title, and date of hire, if known, into the Postdoctoral Scholar 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 ~~IX~~ shall accompany each MEF that goes out to the Postdocs and 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. **LBNL will continue to collect the member enrollment form (MEF) during the Lab's onboarding process. Completed forms will be emailed to the UAW within one week of the employee's start date. For LBNL Postdocs who are reclassified from another position, member enrollment forms will be collected individually and emailed to the union within one week following their first scheduled postdoc orientation.**
9. **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 in advance of the proposed change to the distribution system. The alternate distribution system shall be mutually agreed upon and codified in writing.**

D. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

1. ~~Upon presentation of a legible signed authorization form executed by a Postdoctoral Scholar,~~ The University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) **for each Postdoctoral Scholar when the UAW provides a list to the University authorizing a VCAP deduction for members who meet the provisions below:**

~~in accordance with the following provisions:~~

- a. The Postdoctoral Scholar must be an active dues paying member for the VCAP deduction to occur.
- b. The VCAP deduction must be in a flat dollar amount and shall be deducted as set forth in A. 3 -5 above.
- c. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.

~~FEE FOR PROVIDING PAYROLL DEDUCTIONS~~

~~For each monthly remittance to the UAW, the University shall charge the UAW and deduct from the dues/agency fee service amount being remitted \$10.00 plus \$.07 per Postdoctoral Scholar for~~

~~whom the University makes dues/agency fee deductions. The University shall deduct such charges from the dues/agency fee service amounts it remits to the UAW.~~

~~PROCESS FOR TRANSMITTING DUES AND FEES~~

~~The University will initiate deductions for dues and fair share service fees within sixty (60) calendar days after receiving the UAW's notice of contract ratification.~~

~~Once per month, the University will provide a list of Postdoctoral Scholars by name, title, total gross monthly pay, amount of union dues/fees, including initiation fees and amount of VCAP contribution, deducted.~~

~~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 Postdoctoral Scholars for whom the University deducts a fair share service fee. The University shall provide this information as soon as practicable but no later than forty five (45) days of her/his appointment, insofar as the notice arrives at the mailing house at least five (5) business days before the date on which the deduction is taken.~~

~~Once per year the UAW shall request that the University send to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing addresses of all Postdoctoral Scholars who are not members of the UAW and who are employed on the last payroll period preceding the Union's request. The University shall provide such information within fourteen (14) calendar days after the University receives the Union's request.~~

E. UNION TRANSMISSION OF DUES/FEES/VCAP INFORMATION TO THE UNIVERSITY

Once per month, the University will provide a list of postdoctoral scholars by name, title, total gross monthly pay, amount of union dues/fees, including initiation fees and amount of VCAP contribution, deducted.

~~The UAW shall transmit deduction information to the campus payroll office with a copy to the campus labor relations office. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall process all changes submitted by the Union, provided the University receives the information from the Union in time for the deductions to take effect by the next payroll run, by the fifteenth (15th) of the month.~~

~~The Union will only provide a list of employee records for Postdoctoral Scholars for whom the UAW requests a change.~~

~~The information shall include:~~

~~Campus~~

~~Postdoctoral Scholar ID~~

~~Title Code~~

~~Employee's current union membership status; i.e., dues or agency fair share service fee payer.~~

~~Last four (4) digits of the Postdoctoral Scholar's Social Security number
Union initiation fee (for dues paying members)
Union charged dues/fees affiliation, i.e., "D" or "F"
GTN code assigned to the deduction
Union current VCAP amount
Union VCAP new or changed amount.~~

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.**
- b. **The UAW will either deliver an electronic file in Excel (*.xls) format to the University's systemwide office or upload files to the GoAnywhere or a different platform identified by the University, in accordance with Section 2 below. 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.**
- c. **For Postdoctoral Scholars who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For Postdoctoral Scholars who are paid bi-weekly, the deduction file shall be transmitted no later than the Friday before the end of the biweekly pay period.**
- d. **The University shall process all changes submitted by the Union, provided the University receives the information in time for the deductions to take effect by the next payroll run, i.e. by the fifteenth (15th) of the month for employees paid monthly, or the Friday before the end of the pay period for bi-weekly paid employees.**
- e. **The Union will solely maintain the dues deduction and VCAP authorization(s), 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.**

2. 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.**

F. INDEMNIFICATION

1. It is specifically agreed that the University assumes no obligation other than that specified in this Article, or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UAW hereby 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 deductions made by the University pursuant to this Article.
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. (moved from 8)*

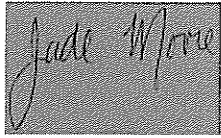



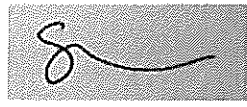
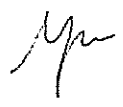
G. CORRECTION OF ERRORS

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 30 days of 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 times the normal dues amount in any given pay period, until the complete dues/~~fee~~ deductions have been made. In the event a Postdoctoral Scholar terminates ~~her/his~~ **their** employment while still owing dues/~~fee~~ to the union, the amount owed shall be taken from the Postdoctoral Scholar's final paycheck/stipend.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the Postdoctoral Scholars accordingly.
4. The University shall not be responsible for those portions of deductions that the Postdoctoral Scholar's net earnings are insufficient to cover in any pay period.

UC-UAW Successor Bargaining
Postdoctoral Scholars (PX)
Article 30 - Union Security
UC Proposal 4
September 23, 2022

TENTATIVE AGREEMENT

For the UAW - 9/23/22

~~T. Brown~~ ~~ASD~~ 
Michael J. Miller (Signature) 
Jeffrey Badger 
  
Siam Dahn 