MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF CALIFORNIA, SANTA BARBARA
AND
STATE EMPLOYEES TRADES COUNCIL-UNITED

This Agreement is by and between the University of California, Santa Barbara ("UCSB" or "University") and State Employees Trades Council United ("SETC" or "Union"). Whereas the Public Employment Relations Board (PERB) has certified SETC as the new bargaining representative for skilled trades employees at UCSB, the University recognizes SETC is the exclusive bargaining representative for the bargaining unit as defined in PERB Case No. SF-DP-311-H on May 11, 2015.

The parties agree to commence deduction of union dues and agency fees pursuant to the terms and conditions described below, effective as soon as possible but no later than forty-five (45) calendar days from the date of this signed agreement. Union dues will be remitted to SETC in the amount of 1.2% of unit employees’ salary upon presentation to the University of Membership Payroll deduction Form (UPAY 699). Agency fees in the amount of 1.14% of unit employees’ salary will be remitted for all other unit members, with the exception of those employees who register as objectors as required by law.

A. **General Conditions**

1. Upon receipt of a written individual employee authorization from the Union or an employee covered by this Agreement on a form mutually agreed to by the parties, the University will deduct from the pay due such employee the monthly percentage amount certified by the Union to be the dues required for the employee’s membership in the Union.

2. The amount of dues or agency fee deducted from an employee’s paycheck will be calculated by the University on the basis of information provided by the Union, in writing, concerning its dues or agency fee structure.

3. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculations of the Union’s dues or agency fee during the term of this Agreement.

4. The Union agrees to hold the University harmless from liability for any errors in withholding or transmitting dues or agency fees except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund to the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.
5. The University agrees to send a check along with the UCSB Payroll Processing Standard Deduction Report to the Union for all dues and agency fees for employees covered by this agreement. Within 60 days of the signing of this agreement, SETCU shall receive from Payroll a Disbursements Direct Deposit Authorization Form (ACH) for the processing of the direct deposit to SETCU’s bank account via the Automated Clearing House (ACH) system. The cost of processing the check shall be Ten Dollars ($10.00). In addition, the University will charge the Union an administrative fee of seven cents ($0.07) that covers reporting and calculation functions for each employee with in unit earnings.

B. Cancellation of Dues Deductions.

1. The authorization for dues deduction shall remain in full force and effect during the life of this Agreement, provided, however, that any employee may withdraw from the Union by delivering a signed withdrawal letter or cancellation form to the University.

2. Following notification to the Union by UCSB of such cancellation, an employee’s payroll deduction shall revert from dues to agency fees for the next payroll cycle unless conscientious objector status has been previously authorized by the Union.

C. Agency Fees

Upon written notification to the University of the amount of agency fees by the Union, employees who choose not to become dues paying members of the Union, shall be required to pay an agency fee as a continued condition of employment. The amount of the agency fee shall be determined by the Union and shall not exceed the biweekly dues that are payable by members of the Union. The amount of the fee shall be deducted by the University from the wages or salary of the employee earned in the unit and paid to the Union.

D. Exemption from Agency Fee

The Union will be responsible for determining whether or not an employee qualifies as a conscientious objector and will then notify the University accordingly. Upon notification by the Union that an employee qualifies for conscientious objector status, the University will deduct an amount equivalent to the agency fee deduction from the employee’s paycheck and remit the monies to one of the designated charities chosen by the employee from the pre-approved list. The University and the Union have designated the following list of non-religious, non-labor charitable funds exempt from taxation under the Internal Revenue Service code for the employee to choose from:

- American Cancer Society
- American Heart Association, or
- Make a Wish Foundation
E. Severability

In the event that the agency fee or "fair share" provisions of the Higher Education Employer-Employee Relations Act (amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that the understandings codified in this agreement regarding agency fees will be null and void. It is the express intention of the parties that all other provisions of this agreement not declared invalid or void shall remain in full force and effect.

Carl Kimberlin 7/28/15
For the SETC-United Date
Carl Kimberlin
Business Manager

Farfalla Borah 7/28/15
For the University Date
Employee & Labor Relations Manager