

## **Article 5 UNION SECURITY**

To the extent permitted by the Civil Service Rules and Regulations, it is agreed that:

### **Section A. Dues Deductions.**

Upon receipt of a completed and signed authorization from any of its employees covered by this Agreement, the Employer agrees to deduct from the pay due such employee those dues required as the employee's membership in the Union.

Such authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the Personnel Office of the employee's Appointing Authority. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in state programs; and enrolled employee's share of insurance premiums, if any. Membership dues deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Such authorizations of employees transferred within the Bargaining Unit from one payroll office to another within the Department, or from one Department to another, shall not be canceled as a result of such transfer within the Bargaining Unit. When an employee returns from a leave of absence, layoff, or temporary promotion, the authorization shall be reactivated without further action on the part of the employee. An authorization of an employee who is permanently appointed to a position outside the Bargaining Unit shall be canceled and no longer honored upon the effective date of such movement outside the Bargaining Unit.

### **Section B. Revocation.**

Such membership dues deduction authorization may be revoked by the employee at any time by furnishing written notice of such revocation to the Personnel Office of the employee's payroll center or upon expulsion from membership by the Union. An employee who elects to terminate such dues deductions during this period shall immediately be subject to the provisions of Section D. below.

### **Section C. Maintenance of Membership.**

All employees covered by this Agreement who have submitted a valid individual voluntary Membership Dues Deduction Authorization Form to the

Employer on or after the effective date of this Agreement shall, as a condition of continuing employment, honor such authorization until exercising their opportunity to terminate during the period provided for in Section B. of this Article.

#### **Section D. Representation Fee Deductions.**

An employee who has not submitted a valid individual voluntary Union Membership Dues Deduction Authorization Form to the Employer, shall, within 30 calendar days following the effective date of this Agreement or following the date of employment in the Bargaining Unit, whichever is later, as a condition of continuing employment, tender through payroll deduction to the Union a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs for services in negotiating and administering this Agreement, but not including any fees, charges or assessments involving political contributions. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in Appendix B of this Agreement. Such authorization shall remain in force through the expiration of this Agreement, with the exception it shall be automatically canceled at the time that a subsequent valid Membership Dues Deduction Authorization Card takes effect, and at the time the employee is permanently appointed to a position outside the Bargaining Unit.

#### **Section E. Objections to Amount of Service Fee.**

A service fee payer shall have the right to object to the amount of the service fee and to obtain a reduction of the service fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the Employer on labor-management issues.

The Union shall give every service fee payer financial information sufficient to determine how the service fee was calculated. A service fee payer may challenge the amount of the service fee by filing a written objection with the Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The Union shall place in escrow any portion of the objector's service fee that is reasonably in dispute.

#### **Section F. Enforcement Procedure.**

The employee's financial liability to the Union for the amount of the required membership dues or representation service fee commences with the first day of this Agreement or the first day of employment in the Bargaining Unit, whichever is later. Any such financial liability to the Union which arose under the

immediately preceding contract, if not satisfied hereunder, shall be continued and enforceable under this Agreement. An employee who is restored to employment pursuant to a "make whole" (or full back pay and benefits) arbitration award, court judgment, or grievance settlement shall be liable for the dues or fees arising from the period to which the award, judgment or settlement applies, and the amount of such dues or fees shall be deducted from the "make whole" amount otherwise due. The Employer may, but shall not be obligated to, make arrangements with the employee and the Union, satisfactory to all, to permit the employee to satisfy the financial arrearage through additional payroll deduction authorizations. An employee who is meeting or exceeding the larger of the following standards to satisfy an arrearage shall be exempt from discharge:

1. The amount of the biweekly representation service fee in effect at the time the arrearage repayment plan is initiated; or
2. The biweekly amount of the payment plan, if followed, would result in the arrearage being satisfied with 26 biweekly pay periods following the date when the repayment plan was initiated.

Except as provided in Subsection 3. below, the Employer shall automatically deduct from the pay to which the employee is otherwise entitled, and remit to the Union, a representation service fee as provided in Section D. above, after the following:

1. After 30 days from the effective date of this Agreement or the first day of employment in the Bargaining Unit, whichever is later, the Union has requested automatic deduction of the service fee by notifying the Employer in writing, with a certified, return receipt copy to the employee, that the employee is subject to the provisions of this Section and has failed to become or remain a member of the Union in good standing or to tender the required service fee.
2. Within 14 calendar days following its receipt of such notice from the Union, the Employer shall notify the employee, with a copy to the Union, that beginning with the next pay period it will commence deduction of the service fee and remit same to the Union. Thereupon, the Employer shall begin such deduction and remittance.
3. In determining whether compliance has occurred, the Employer may accept proofs from an employee who is a member of and adheres to established traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, and that the Union acknowledges that the employee has paid an amount equal to the Union's dues to a non-religious, non-labor charitable organization which is exempt from taxation under Section 501(C) (3) of the Internal Revenue Code.

### **Section G. Remittance and Accounting.**

Deductions for any biweekly pay period shall be remitted to the designated Union official of MCO, SEIU Local 526-M, CTW, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made, and the amount deducted, indicating whether it represents union dues or service fee, no later than ten calendar days after the close of the pay period of deduction.

### **Section H. Legal Requirements.**

The parties understand and agree that the provisions set forth in Article 5 shall only be applied in accordance with applicable law.

The parties also recognize that the State, as a governmental entity, has a duty to respect the constitutional rights of its employees and, therefore, the State reserves the right to suspend and/or cease enforcement of any contractual provision which, directly or implied, is rendered invalid by operation of law, but such provision shall be subject to the renegotiation provisions of Article 22, Section G., herein.

The parties also recognize that the Employer is not obligated to implement the provisions of Article 5, Section F., unless the Union demonstrates or has demonstrated to the satisfaction of the State that the procedures used by the Union to administer its agency shop fee system do not impermissibly infringe upon or violate the non-member's rights under the first and fourteenth amendments of the U.S. Constitution.

### **Section I. Bargaining Unit Information Provided to the Union.**

The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in Union deductions. This report shall include the employee's name, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the Bargaining Unit: the employee's name, identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (department/agency), TKU, Union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of

absence/layoff effective date, continuous service hours, county code, worksite code, unit code and hourly rate.

The parties agree that this provision is subject to any prohibition imposed upon the employer by courts of competent jurisdiction.