

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 of less than 180 days, 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.

Upon written notification and documentation provided by the Union, the Employer will collect any delinquent dues or voluntary representation fees in accordance with any payment schedule that may have been agreed upon by the employee and the Union.

Section B. Revocation.

Such membership dues or voluntary representation fee 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. The Employer shall forward such notice to the Union within 14 calendar days.

Section C. Maintenance of Membership.

All employees covered by this Agreement who have submitted a valid individual voluntary Membership Dues Deduction or Voluntary Representation Fee Authorization Form to the Employer shall honor such authorization until exercising their opportunity to terminate the authorization.

Section D. Representation Fee Deductions.

An employee may choose to pay a voluntary representation fee to the Union, if one is available. Such voluntary representation fee shall be paid in an amount not to exceed regular bi-weekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's cost germane to collective bargaining, contract administration, grievance administration, and any other cost 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. Such voluntary representation fee payment shall be fulfilled by the employee signing, dating and submitting to the Employer the Authorization for Voluntary "Deduction of Representation Fee" form. This Section shall not take effect until the Union notifies the Employer in writing of the amount of this voluntary representation fee. Such notification may be made on or after the effective date of this Agreement.

Section E. 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 voluntary representation fee, no later than ten calendar days after the close of the pay period of deduction.

Section F. Legal Requirements.

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

Section G. 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, telephone number if recorded in HRMN, 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.