

**KALEIDA HEALTH
1199/SEIU UNITED HEALTHCARE WORKERS EAST
COMMUNICATIONS WORKERS OF AMERICA**

2022 CONTRACT NEGOTIATIONS

**Union Proposal
Date Presented: March 16, 2022**

**Article 85
Payroll Deduction of Union Dues**

FOR 1199 SEIU

Section 1. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, or in any other form designated by the Union necessary to accommodate any changes in the 1199 dues or initiation fee structure, the Employer shall, pursuant to such authorization, deduct regular dues and/or initiation fees as established from time to time by the Union from the wages due said Employee. Such deduction shall start no later than the first pay period following the completion of the Employee's first thirty (30) days of employment.

The Employer shall remit to the Union all deductions for dues and/or initiation fees made from the wages of all Employees on or before the fifteenth (15th) day of the month following the month in which paycheck was dated from which those dues and initiation fees were deducted.

This remittance shall be accompanied by a list of all Employees on whose behalf dues and initiations fees are being paid. Such list shall include, for each Employee, the following information: Institution, Employee's name, social security number, job classification, amount of dues remitted, amount of initiation remitted, hours worked, gross pay, and total pay subject to dues deduction.

Section 2. At the written request of the Union made in accordance with the provisions of this paragraph 2, the Employer shall deduct from the wages due an affected employee an amount stated by the Union to be unpaid dues and/or initiation fees. Such a written request for unpaid dues shall be made by the Union no more frequently than twice a year on January 1 and/or July 1. The Request shall include the name, social security number, amount of dues and/or amount of initiation to be deducted from the employee's wages, and the number of installments by which the total shall be deducted.

With the written Request, the Union shall send the Employer a copy of a letter that has been sent to each listed employee advising them of the Union's dues and initiation fee policies, the amount of dues or initiation fees owed by the members, an explanation of the computation, and the procedure by which such unpaid dues and/or initiation fees shall

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be deducted by the Employer. The letter shall advise the employee to direct any question on this deduction to the Union. The Employer shall provide the Union with the name, title, and telephone number of the person to which Requests pursuant to this paragraph shall be submitted.

The Employer shall make the first deduction pursuant to the request no more than thirty (30) days after receipt of the Request, and shall remit the deductions on the same schedule as set forth in paragraph 1 above.

The Employer shall provide to the Union a separate list of all employees on whose behalf payments pursuant to this paragraph 2 are being made. Said list shall include name, social security number, and amount of dues and/or amount of initiation remitted.

The limitation of submission of requests on January 1 and July 1 shall not apply when an employee is a new hire from whom deductions of dues and/or initiation by the Employer shall commence immediately on the Employer receiving written authorization.

The Employer shall not be required to attempt to recover unpaid dues or initiation fees from employees who have terminated employment and received their last wages prior to the receipt of the Request.

Section 3. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

Section 4. The Employer shall be relieved from making such 'check-off deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b) - (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing of the Union.

Section 5. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6. The Employer agrees to furnish the Union each month within fifteen (15) days after the end of the month a listing in order of social security numbers of the names of all bargaining unit Employees paid at any time in the prior month, their addresses, social security numbers, classifications of work, their date of hire, and if terminated during the month, their date of termination; and names of bargaining unit Employees on leave of absence together with their beginning dates of leave of absence and type of

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leave.

Section 7. Any list required hereunder that contains in excess of twenty-five (25) names shall be transmitted to the Union in electronic form in the format annexed hereto as exhibit (). The Employer shall provide to the Union: the name, title, e-mail address, and telephone number of one person responsible for each separate dues/initiation and Political Action Fund remittance list to be submitted pursuant to this paragraph who can directly authorize and produce such electronic transmission.

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Section 1. The Employer agrees that upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct twenty-six (26) times per year from such employee's wages union dues specified in such request, plus an initiation fee not to exceed \$25.00 in a single deduction and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his/her authorized agent as directed. The request may be revoked by the employee at any time upon their written request to the Employer and such request should be directed to the appropriate Employer representative.

Section 2. In general, dues deductions will be made or revoked in designated pay periods in the current payroll for properly executed dues deductions authorizations or revocations received by the appropriate Employer representative on or before the last day of the previous payroll period. However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

Section 3. The Employer agrees to make payroll deductions of Union dues and one (1) initiation fee when authorized to do so by the employee on a form as set forth below in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least sixty (60) calendar days prior to the requested change.

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~~The Union shall furnish the Employer with Union membership applications and dues deduction authorization forms which shall be presented to new employees at the beginning of their employment. Each month, the completed membership applications and a copy of each dues deduction authorization form shall be mailed to the Union office. The Union shall be notified in writing of the names and places of employment for new employees.~~

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~~Check-off.~~ The employer shall deduct the Union representation fee and periodic dues regularly charged by the Union from the wages of those employees who are members or are becoming members of the Union provided such employees individually and voluntarily give the Employer written authorization to do so. The Employer shall forward such deductions to the Union before the end of each month.

~~Employer Protection.~~ The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability arising out of action taken or not taken pursuant to the provisions of this Article. The Union assumes full responsibility for the disposition of deductions once they have been turned over to the Union.

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