

## DUES WITHHOLDING

**SECTION 1. DUES SUBJECT TO WITHHOLDINGS:** Dues withholding from bargaining unit employees shall be administered in accordance with 5 U.S.C. Chapter 71, and this CBA.

**A. Definition:** The term "dues" includes regular and periodic dues, fees, and assessments of the Union as exclusive representative of the unit(s). The Agency shall honor the assignment and make allotments pursuant to the assignment. All regular and periodic dues allotments will be processed by the Parties in a timely manner.

**B. Voluntary Authorization:** Bargaining unit employees may authorize the payment of labor organization dues to the Union by voluntarily completing a Standard Form 1187 "Request for Payroll Deductions for Labor Organization Dues" or its equivalent. Such deductions will be discontinued only when the employee leaves the bargaining unit, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this Article.

**C. Privacy:** Information as to which employees elect to pay dues will only be used in conducting official business and will not be disseminated to any individual without a need for this information.

## SECTION 2. ALLOTMENTS (PAYROLL DEDUCTIONS):

**A. SF-1187:** Union members who desire to make an allotment for payment of dues will request such allotments by completing SF-1187. The Union will procure the forms as needed and will make them available to the potential Union members.

**B. Routing:** Completed allotment forms will be submitted to the Union President, Union Treasurer, or other authorized officer, who will complete the certification portion of the form. The Union, in turn, will promptly submit all such forms received from employees to the appropriate servicing office for processing. These officials will certify the form and include the amount of dues to be withheld.

**C. Effective Date:** Allotments will be effective at the beginning of the first complete pay period following the receipt of a properly completed Standard Form 1187 by the appropriate Payroll Office. The Union may contact the applicable Payroll Office for assistance in resolving discrepancies.

**D. Union Responsibility:** The Union agrees to inform the Agency, in writing, of the dues amount(s) or changes in the dues amount(s) as well as the names of the Union officials responsible for certifying each employee's authorization form, the amount of dues to be withheld, and changes in allotments; and the name and address of the payee to whom the remittance should be made.

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**E. Withholding:** When the employee's net earnings, after legal and other required deductions, are sufficient to cover the amount of the allotment in each pay period, the Agency agrees to withhold employee dues on the basis indicated on the form, as well as to process voluntary allotments of dues in accordance with this Article and in amounts certified by the Union. The employee is responsible for payment of dues to the union when net earnings, after legal and other required deductions, are not sufficient to cover the amount of the allotment in the pay period.

**F. Responsible Servicing Office:** The Agency will inform the Union as to the appropriate servicing Payroll Office for each MTF and other Agency facility, and shall make a remittance to the Union for amounts withheld on a biweekly basis. The remittance will be by electronic funds transfer for the balance of the dues withheld.

**G. Remittance Report:** The Agency will request DFAS to provide a listing to the Union each pay period which, to the extent permitted by law, identifies by name and employee number the amount of the allotment deduction for each employee in the unit, the date, the amount deducted, and an indication if it is a new allotment, and the anniversary date of the effective date of the dues withholding. Also included in the listing will be the identification of the Union, the total amount of the remittance, as well as names of employees for whom deductions previously authorized were not taken, with indication for reason, and the total number of members for whom dues are withheld. In the event that DFAS does not provide a listing, the Union will notify the Agency, who will contact DFAS to attempt resolution. If remittance is made directly to the AFGE National Office, a copy of the Union Dues Deduction Report will be provided to the Union (Local 1410) as well.

**H. Continuance of Dues Deductions:** The Agency will ensure that bargaining unit employees on dues withholding who are reassigned from one facility to another but remain in the bargaining unit will continue on dues withholding without interruption.

**SECTION 5. ELIGIBILITY AND UNIT CLARIFICATION:** Questions concerning whether an employee is in the bargaining unit and eligible for payroll deduction of union dues as a bargaining unit employee will be resolved through consultations between the Chief, LMER or designee and Union President or designee and/or through a unit clarification petition. In the event a clarification of unit petition is filed, the employee's dues will continue to be withheld pending a decision on the petition.

**SECTION 6. CHANGES IN DUES AMOUNT FOR BARGAINING UNIT EMPLOYEES:** At any time there is a change in dues structure, the Union will notify the Agency in writing of the amount of the change. The new amounts will be deducted starting the next pay period following receipt by the appropriate administrative office at least three workdays prior to the beginning of that pay period unless a later date is specified.

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## SECTION 7. REVOCATION FOR BARGAINING UNIT EMPLOYEES:

**A. Anniversary Date:** The Union official will, by reference to the remittance listing, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date occurs will be entered in Item 6 on the SF-1188. The entry will be initialed by the Union official, who will then deliver the form to the appropriate serving payroll office prior to the close of business of the Friday following the date entered in Item 6.



**B. Cancellation Period:** After the completion of a one year membership, Union members may revoke their authorization using SF-1188. The SF-1188 must be submitted to the Union no earlier than 30 days prior to the anniversary date and no later than 30 days after the anniversary date. The Union representative must certify the date of submission for the SF-1188 by dated signature or by some other appropriate date stamping device.

**C. Receiving and Processing:** If, through error of the Union, an SF-1188 is received in the appropriate serving payroll office later than the agreed-to date, the payroll office will process the form at the earliest possible time, but no later than the first pay period following receipt. Union representatives will be on official time while receiving and processing the SF-1188.

**D. Untimely Submission:** SF-1188 forms submitted outside the designated time period as indicated in Section B will not be accepted.

**SECTION 8. AUTOMATIC DUES REVOCATION:** Notwithstanding the above, dues deductions will terminate with the start of the first payroll period after which any of the following occurs:

1. Loss of exclusive recognition by the Union;
2. Separation of the employee for any reason;
3. Notice to the Agency from the Union that the employee has been suspended or expelled from the membership of the Union;
4. Transfer, reassignment, promotion, or demotion of an eligible member to a position excluded from the Union's recognition; or
5. Activation of an employee into active duty military status.

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## **SECTION 9. CONTINUATION OF DUES FOR BARGAINING UNIT EMPLOYEES:**

**A. Temporary Details or Promotion:** When an employee is detailed or temporarily promoted out of the bargaining unit, local union dues withholding will restart automatically when the employee returns to the bargaining unit. When an employee is detailed or by other personnel action placed in a bargaining unit position, the employee shall have all the rights of the bargaining unit, including the right of dues withholding.



**B. Union Notification:** Any time Agency officials request the appropriate administrative office in writing to discontinue an employee's dues withholdings because the employee has left the unit of recognition (e.g., promotion or reassignment), a copy of such request shall be provided to the local union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined above will be used.

## **SECTION 10. REINSTATEMENT OF SEPARATED EMPLOYEES:**

**A. Resumption of Dues:** If an employee who has been separated by the Agency is reinstated by an arbitrator, the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), or a court of competent authority, and the Agency is required to make the employee whole, dues withholding will be continued for that employee without submitting a new SF-1187, provided that the employee was a Union member at the time of their separation, and the employee does not object to resuming dues withholding. Dues withholding will resume with the effective date of the reinstatement only.

**B. Retroactive Union Dues:** The Agency agrees to withhold the union dues from a back pay award granted to an employee who was terminated and was on dues withholding at the time of a termination. The amount withheld from the back pay award will be calculated from the date of termination until the next anniversary date for dues withholding consistent with this Article, unless the employee agrees in writing to authorize the dues withholding for the full period of termination. This authorization must be received before payment of the back pay award to the employee. The Agency agrees to withhold union dues from a back pay award to an employee who was on dues withholding at the time of a suspension.

**SECTION 11. COST:** All payroll deductions and transmittals will be made at no cost to the employee or the Union.

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