

# ARTICLE 8

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## DUES WITHHOLDING

### SECTION 1

This Article is for the purpose of authorizing eligible employees who are members of the Union to pay dues through voluntary allotments from their compensation. To be eligible to make such voluntary allotment, an employee must:

- Be a member in good standing of the Union;
- Be an employee of the bargaining unit covered by this Agreement;
- Have voluntarily completed Standard Form 1187 (SF- 1187), "Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues"; and
- Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

### SECTION 2

The Union and Employer agree that the provisions of this Article are subject to and will be governed by applicable Federal laws, rules, and regulations.

### SECTION 3

The Union agrees to do the following:

- A. Inform and educate members of voluntary nature of the system for the allotment of labor organization dues, including the conditions under which the allotment may be revoked;
- B. Assist as necessary in making SF-1187 forms available to all employees who need them, all forms are found at <http://www.opm.gov/forms/html/sf.asp>;
- C. Complete Section A of SF-1187 and keep the official designated by the Employer informed of any changes in this information. The Union will assure that the employee's Social Security number, job title, and work location are properly annotated in the appropriate blocks on the SF-1187. The Union will promptly submit the completed SF-1187 to the Employer's designated official (EDO) after the signing by both the authorized official and the employee;

- D. Inform the EDO of the name of any particular employee who has been expelled or ceases to be a member in good standing in the Union;
- E. Inform the EDO of any changes in the dues amounts or the formula for membership dues. Changes in the dues amounts will begin the first full pay period designated by the Union's National Office. Changes in the dues amount will be made as soon as possible, but no later than sixty (60) days after notification. NTEU will make no more than one (1) such change in a twelve (12) month period; and
- F. Promptly advise the EDO of the names of and complete mailing addresses and changes thereto of officials who are responsible for certifying SF-1187s and to whom remittances, printouts, and other dues withholding data should be submitted.

#### **SECTION 4**

The Employer agrees to do the following:

- A. Deduct and process voluntary allotments of dues and changes in dues upon certification from the NTEU National President in accordance with this Agreement;
- B. Withhold authorized dues on a bi-weekly basis at no cost to the Union or the employee;
- C. Prepare the Department of Health and Human Services Form 610 for transmission within one pay period of receipt of a properly certified SF-1187;
- D. Notify the Union when an employee, who has submitted a SF-1187, is not eligible or no longer eligible for an allotment, along with the reasons for the decision, including promotion actions;
- E. Prepare biweekly remittances and reports as follows:
  - 1. Transmit to the Union the total amount deducted for all employees and total amount remitted to the Union;
  - 2. Remittance will be made directly to the Administrative Controller, National Treasury Employees Union, 1750 H Street, NW, Washington, DC 20006, along with a printout showing the following:
    - a. Pay roll period number, pay period ending date, dues account number, and date the report was prepared;
    - b. Identification of duty station;
    - c. Identification of the labor organization, including the Union Chapter number;

- d. Name and address of Remittance Official and Employer's designated official;
  - e. Names of employees for whom payroll deductions are made in alphabetical order by last name and the amount of the deduction;
  - f. Number of records, number of deductions, total amount deducted, total fees, and net due to Union;
  - g. Social security numbers of employees for whom payroll deductions are made;
  - h. Whether an employee retired or was separated;
  - i. Whether an employee is continuing to be carried in a non-duty status;
  - j. Whether an employee is full-time, part-time, seasonal, intermittent, term, temporary, or permanent;
  - k. The bi-weekly base pay of the employee, his or her grade and step, pay plan (General Schedule or Wage Grade);
  - l. National and local chapter portion of dues withheld;
  - m. New allotments;
  - n. Revocation of an employee's dues withholding;
  - o. No deduction because the employee's compensation was insufficient to permit a deduction; and
  - p. Automatic pay adjustments.
3. The Employer will send to the Union an electronic copy of the Employer's dues withholding data via electronic file transfer. The Employer will provide such data in ASCII delimited (preferably comma or tab delimited).
- F. Assign the appropriate Union dues withholding account number for the current level of dues;
- G. Withhold new amounts of dues upon certification from the NTEU National President so long as the amount has not been changed during the last twelve (12) months; and
- H. Inform local chapters of the individuals responsible for receiving and processing 1187s and their contact information (address, email, phone number) for each Operating Division within the Chapter on a semi-annual basis and whenever there is a change in responsible HHS staff.

## **SECTION 5**

It is agreed that allotments will be terminated:

- When an employee ceases to be a member in good standing of the Union
- If the Union loses exclusive recognition for the covered unit
- If the employee is reassigned or promoted from the unit for which the Union has been accorded exclusive recognition
- When an employee timely revokes her/his allotment pursuant to the provisions of this Article,
- When the employee is separated from the Federal Service.

## **SECTION 6**

The effective dates for actions under this Agreement are as follows:

- A. Starting dues withholding: No later than one full pay period following receipt of the SF-1187 by the EDO.
- B. Change in amounts of dues: Beginning the first full pay period designated by the Union's National Office. This dues change will be made as soon as possible, but not later than sixty (60) days after notification. Such changes in dues amounts will be limited to one (1) change each twelve (12) months.
- C. Termination due to loss of membership in good standing: Beginning of first full pay period after the date of notification into the Employer's automated personnel and pay system.
- D. Termination due to loss of recognition: Beginning of the first full pay period following the loss of exclusive recognition upon which the allotment was based.
- E. Termination due to separation or movement out of the exclusive unit: Beginning of first full pay period after the date of receipt of notification into the Employer's automated personnel and pay system.
- F. Termination due to revocation by the employee: Revocation notices for employees who have had dues allotments in effect for more than one (1) year must be submitted to the EDO during pay period 15. Revocations will become effective during pay period 19. Revocation notices for employees who have not had dues withholding in effect for at least one (1) year must submit the revocation notice to the EDO on or before the one-year anniversary date of their dues allotment. These revocations will become effective on the first full pay period following the one-year anniversary date if the revocation is received by

the EDO prior to the anniversary date.

In all cases of revocation, revocations will only be effected by submission of a completed SF-1188 that has been initialed by the Chapter President or the Chapter President's designee(s). If the SF-1188 is not initialed, the Employer will return the SF-1188 to the employee and direct the employee to contact the proper Union official for initialing. All SF-1188s must be signed by the Chapter President (or his/her designee) in a timely manner.

## **SECTION 7**

The Union will promptly remit any erroneous payments it receives for which it has not provided an employee reasonable services, e.g., the payment due another union.

## **SECTION 8**

Each January, May and September, the Employer will provide the Union a data file that will contain the following data on all employees in the bargaining unit:

1. Names
2. Grade and Step
3. Position Title
4. OPDIV
5. Branch
6. Group or Division
7. Unit
8. Post of Duty City
9. Post of Duty State
10. Employees Work Status (such as permanent, intermittent, seasonal, etc.)
11. Years of Service
12. Service Computation Date
13. CSRS or FERS