

Mini-package Union Security & Management Rights

Article 2 - Union Security

Section 1. Membership

It shall be a condition of employment that all employees of the Employer covered by this Agreement within 31 days of the execution of this Agreement or upon completion of the contractual Probationary Period, whichever occurs later, shall either (a) become and remain members of the Union in good standing, or (b) commence and continue payment to the Union of an equivalent service fee. Such service-fee payment shall not exceed the standard dues uniformly required of Union members for representation on matters of wages, hours, and other terms and conditions of employment. (Temporary employees are not required to pay equivalent fees unless and until they become regular employees.)

Section 2. Contact Information

On a monthly basis, the Employer will provide the Union with the following information of bargaining unit employees via email to data@seiu1021.org:

- Employee Number
- Legal Name
- Preferred Name (if applicable)
- Home Address
- Work Phone
- Home Phone
- Personal Cell Phone
- Work Email Address
- Personal Email Address
- Hire Date
- Birth Date
- Job Title
- Job Type (full-time, part-time, temporary, on-call, exempt or nonexempt, etc.)
- Pay Information
- Department
- Division
- Work Location Address

Section 3. Dues Deductions

The Employer shall deduct, during the period of this Agreement, from each unit member's wages the amount of Union dues and initiation fee, or equivalent service fees as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written authorization of such deductions. The Union will notify the Director of People Operations or designee in writing of the amount or the percentage required as a condition of employment. Such deductions will continue until revoked in writing by the employee. Any such authorization or revocation shall become effective as soon as practicable, but not later than the first payroll period of the month following receipt by the Employer of the authorization or revocation. The dues and fees deducted will be transmitted by the Employer to the Union within a reasonable time after the applicable payday, but in any case within two weeks.

Section 4. COPE Deduction

The Employer will deduct, during the period of this Agreement, contributions to the Committee on Political Education (COPE) for each employee who submits an appropriate payroll deduction authorization in writing. All of the provisions of Sections 3, 4, and 6 of this Article relating to authorization, effectiveness, revocation, transmittal, certification, and liability as they apply to the deduction of dues or equivalent service fees shall also apply to the deductions provided in this Section. Any payment of contributions to COPE shall not be a condition of employment.

Section 5. Separation for Noncompliance

No employee shall be separated for noncompliance with the provisions of this Article if the Employer has reasonable grounds for believing that the Union's request is for reasons other than the failure of the employee to remain in good standing. Good standing means tendering periodic dues uniformly required as a condition of membership in the Union, or alternatively to tender a service fee equivalent to those periodic dues, or alternatively to conform to the provisions of Section 3 of this Article.

Section 6. Indemnification

The Union agrees to **indemnify and** hold the Employer harmless for any **and all claims, demands, suits, actions of any type, and any and all** liability, monetary or legal, **in arising out of** the Employer's performance of its check-off obligation ~~so long as the Employer has delivered to the Union all funds deducted pursuant to payroll deduction authorizations in effect at that time.~~ The Union assumes full responsibility for the disposition of funds so deducted once they have been turned over to the Union as provided. Any question as to the correctness of the deductions authorized and made will be a matter to be resolved between the Union and the employee.

MANAGEMENT RIGHTS

Except as modified or restricted by this Agreement, all statutory and inherent managerial rights, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights:

- to reprimand, suspend, discharge, or otherwise discipline Employees for cause;
- to determine the number of Employees to be employed and to hire Employees, determine their qualifications, and assign and direct their work;
- to promote, demote for just cause, layoff, recall to work;
- to set standards of productivity and/or the services to be rendered;
- to maintain the efficiency of the organization including to determine the methods, means, personnel, and facilities by which operations are conducted;
- to control and regulate the use of facilities, equipment, and other property of the Employer;
- to introduce new or improved research, service, materials, and equipment;
- to introduce new or improved methods of evaluations of products, services, and Employees;
- to determine the number, location and operation of departments, divisions, and all other units of the Employer;
- to recruit, utilize, and assign volunteers to assist and supplement the regular staff;

The Employer's failure to exercise any right hereby reserved to it, or the Employer's exercise of any such right in a particular way, shall not be considered a waiver of the Employer's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the provisions of this Agreement.