
Please see below.

ARTICLE 33

Dues Withholding

Section 1 - Eligibility

- A. Bargaining unit employees, who are members of NCFLL locals may have their dues withheld through payroll deductions. Dues withholding is to be voluntary on the part of the individual employee. The NCFLL Locals will undertake to inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.
- B. Any member of an NCFLL Local within the bargaining unit who is in good standing and who is currently employed on a regularly scheduled tour of duty by the Department of Labor may authorize

dues withholding at any time during the life of this Agreement provided that his/her regular biweekly salary is sufficient to cover the amount of the deduction.

- C. Dues are defined as the regular, periodic amount of money required to maintain the member in good standing in an NCFLL Local.

Section 2 – Designation

The NCFLL Local agrees to inform Management of changes in the following:

- A. The title and address of the individual Local Union Treasurer responsible for certifying on each employee's authorization form the amount of dues to be withheld;
- B. The title and address of the individual Local Union Treasurer to whom remittances are to be made; and
- C. The payee(s) to which remittance checks should be made out (such as Local 0000, AFGE, AFL-CIO).

Section 3 - Procedure for Authorizing Dues Withholding

- A. All authorizations must be made on Standard Form 1187, Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues. The NCFLL Local is responsible for purchasing this Form, distributing it to its members, and instructing its members in its use.
- B. The individual Local Union Treasurer is responsible for certifying on each member's authorization form the amount of dues to be withheld each pay period prior to forwarding the Form to the Regional Administrator-OASAM (RA-OASAM).
- C. Deductions will be made beginning with the first full pay period after the form is received in the Office of the RA-OASAM. Deductions will continue to be made in each subsequent pay period until terminated as provided in this Article.

Section 4 - Automatic Reinstatement of Dues Withholding

- A. The Department will automatically reinstate the dues withholding of bargaining unit employees returning to a bargaining unit position from a temporary reassignment or temporary promotion to a position outside the bargaining unit.

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- B. The Department will automatically reinstate the dues withholding of bargaining unit employees returning to a pay status from a non-pay status (e.g., LWOP).

Section 5 - Revocation or Termination of Dues Withholding

- A. Members may revoke their authorization at any time by sending written notice or Form 1188 (Cancellation of Payroll Deduction for Labor Organization Dues) to the Office of the RA-OASAM. Revocations should be submitted in duplicate. Revocations will not become effective until the beginning of the first pay period which starts after January 11, provided that the revocation has been received in the Office of the RA-OASAM by that date.
- B. Authorizations will be automatically terminated if the member leaves the Department for any reason.
- C. Any employee who is reassigned or promoted to a position outside the bargaining unit shall cease to be eligible for dues withholding. Deductions will be terminated at the beginning of the pay period in which the action becomes effective. The affected employees will be provided with the following notice:

NOTICE OF TERMINATION OF DUES WITHHOLDING

Regulations governing dues withholding to a labor organization require that dues withholding be automatically cancelled whenever an employee is reassigned or promoted to a position outside the bargaining unit.

You were recently subject to a reassignment or promotion which will automatically terminate your dues withholding. The final dues withholding will be made for the last pay period in your old position.

If you have any questions regarding the termination of your dues withholding, you may wish to contact an NCFLL Local. You may continue your membership by direct payment of dues.

- D. The Individual Local Union Treasurer will notify the RA-OASAM within five calendar days when a member of an NCFLL Local who has authorized dues withholding and is currently employed by the Department is expelled or ceases to be in good standing. Deductions in this situation will be stopped at the beginning of the first full pay period after the notice is received.

Section 6 - Changes in Dues Structure

In the event of a change in the regular dues of the NCFLL Local, the deduction from the salaries of those members who have previously authorized dues withholding for the NCFLL Local will be adjusted upon certification of the dues change by the NCFLL Local Union to the RA-OASAM. This change will be made beginning with the first full pay period which starts after the certification is received. A change in deductions under this Section may not be made more frequently than once every 12 months.

Section 7 - Remittance to the NCFLL and Cost of Service

- A. The Department will arrange for a payment to be sent to the individual Local Union Treasurer after each pay period for the remittance of dues withheld.
- B. The Department will provide to the individual Local Union Treasurer a biweekly listing of the name and Agency of each member from whose salary dues have been withheld and the amount withheld for each person listed. The biweekly listing will provide annotated explanations of cases in which dues are not withheld (such as no payment, cancellation, LWOP, separated, etc.). The Department will also send copies of revocation notices to the respective Local Unions as they are received.
- C. There will be no cost to the NCFLL or individual Local Unions for dues deductions.

Section 8 - Correction of Errors

- A. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the individual Local Union Treasurer. If the individual Local Union Treasurer is not scheduled to receive a remittance check after discovery of the error, the individual Local Union Treasurer agrees to refund the amount of erroneous remittance as soon as practicable.
- B. Management agrees that the total error in the amount of dues withheld from individual employees shall be adjusted as soon as practicable after Management has discovered or has received written notification from the individual Local Union Treasurer of an error.
- C. Management will provide the employee with a written explanation as follows:

Dear _____ :

Article 12 of the Agreement in effect between the Department of Labor and the National Council of Field Labor Locals provides that the Department shall withhold dues from the paychecks of those employees who voluntarily authorize such a withholding. In the exercise of this responsibility an error has been made. As a result, the Department will withhold _____ from your check for pay period _____ in addition to the amount normally withheld.

Section 9 - Duration of Dues Withholding Article

- A. This Article will remain in effect after the termination of this Agreement and until completion of negotiations or until 30 calendar days beyond the completion of any third party procedure thereunder.
- B. The parties to this Agreement may mutually agree in writing to extend this Article at any time.
- C. Should the NCFLL, for any reason, lose its exclusive recognition status under the Statute, deductions for all members will be terminated at the beginning of the first full pay period following loss of such recognition.