

Notice About Your Rights Under Union Security

1. As an employee of Kaiser Permanente, Peacehealth, or St. Charles Medical Center (hereinafter, hospital or employer) you are represented for purposes of collective bargaining by the Oregon Federation of Nurses and Health Professionals, Local 5017, AFT, AFL-CIO (hereinafter, OFNHP or Union). Union representation means that OFNHP, on your behalf and with your full and active participation, negotiates and administers a legally binding contract that sets forth your wages, benefits, hours, and working conditions. Because all employees negotiate together through the union, union members generally enjoy better job security, more professional workplaces, and more favorable wages and working conditions than non-union workers doing similar jobs.
2. OFNHP is an affiliate of the American Federation of Teachers (hereinafter, AFT) and its Nurses and Health Professionals Division. This affiliation confers benefits to hospitalists from being part of a national network of professionals who can share best practices and speak with a united voice on behalf of our profession. The AFT currently represents more than 1.7 million pre-K through 12th-grade teachers; paraprofessionals and other school-related personnel; higher education faculty and professional staff; federal, state and local government employees; nurses and healthcare workers; and early childhood educators. These professionals recognize that the AFT and its affiliates have the experience and professionalism to help them achieve their goals.
3. The hospital and the OFNHP are parties to a collective-bargaining agreement containing what is known as a “union security clause” which provides that as a condition of employment, employees who are covered by the contract must pay OFNHP dues or fees. This is the only obligation under such clause regardless of the wording of the clause. Individuals who are members pay dues, whereas individuals who elect not to be members of the union pay fees. These dues and fees, which are authorized by law, are your fair share of sustaining the union’s broad range of programs in support of you and your co-workers.
4. It is OFNHP’s duty to inform you that over the years, the courts and the administrative agencies that enforce the labor laws have limited the enforcement of union security clauses. Specifically, the United States Supreme Court has held that individuals covered by a collective-bargaining agreement containing a union security clause may not be required to join the union and may only be required to pay that percentage of full union dues and fees that are germane to the collective bargaining process. In other words, federal and state law makes clear that workers can be required to financially support a union, but they cannot be required to join the union and they can only be required to pay that percentage of the union’s customary dues and fees that is germane to the union’s role as the collective-bargaining representative.
5. OFNHP spends the vast majority of its funds on activities related to the representation of its members. These expenditures are considered to be germane to the collective-bargaining process and must be paid for by all individuals working under the union’s contracts containing union security clause language. The union also has spent funds on activities such as organizing new bargaining units and legislative lobbying. OFNHP believes that money spent on these activities advances one of our fundamental purposes – professionals helping other professionals to better their lives. However, the U.S. Supreme Court does not consider these activities to be germane to the collective-bargaining process.
6. Employees such as yourself employed under a contract containing a union security clause who choose not to join the union or who resign their membership from the union lose benefits, rights and privileges to which they would have been or were entitled to as union members. For example, these employees lose the right to vote on the acceptance of agreements negotiated with their employer, the right to vote on any dues increase, and the right to run and vote in the election of union officers. They lose the right to attend, speak and vote at any union meeting. In short, non-members elect to give up important rights, benefits and privileges. Moreover, it is illegal for an employer to compensate such workers in any way for the loss of these valuable rights. However, non-members are still members of the collective-bargaining unit in which they work, they are entitled to the benefits of the collective-bargaining agreement covering their employment and OFNHP and its officers and employees will provide them with the representation required by the law.
7. Individuals employed under a union security clause maintain the right to object to being a member of the union and may resign their membership. However, those who either object to ever being a member or who were once members and then later resign must pay OFNHP an amount equal to the percentage of dues paid by members of the union which are germane to the collective bargaining process. That percentage includes the expenditures necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer or labor-management issues including not only the direct costs of negotiating and administering collective-bargaining contracts and of settling grievances and disputes, but also the expenses of activities or undertakings normally or reasonably employed to implement or effectuate the duties of the union as the exclusive representative of the employees in a bargaining unit.

8. Pursuant to the law and the collective bargaining agreement you have two options:

Option 1: Full membership dues. The employee chooses to join the union as a full member, has all the rights and duties accorded members, and must pay a uniform dues charge imposed by OFNHP. Per the OFNHP Constitution & Bylaws, membership dues are 1.4% of wages calculated on all straight-time hours worked, up to a monthly cap. The cap increases 4% per year on July 1. From July 1, 2021 – June 30, 2022, the minimum dues payment is \$12.86, and the maximum is \$101.13 per month. For example, at the current dues rate, an employee earning \$20 an hour who works 40 hours/week for two weeks would pay approximately \$22.40 per pay period in union dues biweekly.

Option 2: Non-member fees (also known as agency fees). The employee does not become a full member of OFNHP; thus he/she is not entitled to the full range of rights and duties of membership. Further, if the union spends part of the dues and fees collected under the collective bargaining agreement on activities that are not necessary to performing its duties as an exclusive bargaining representative, this employee gives OFNHP proper notice that he/she objects to the union spending part of his/her dues and fees for such activities. This employee must pay the percentage of the uniform dues charged by OFNHP that is used for activities necessary to performing the union's duties as exclusive bargaining representative. The current projected agency fee is 77.42% of the amount of full union dues. For example, at this rate, an employee earning \$20 an hour who works 40 hours per week would pay approximately \$17.34 per biweekly pay period. At this rate, the current maximum for non-members is \$81.42 per month.

9. Regardless of what option you choose, all employees covered by the agreement between OFNHP and your employer must pay union dues or agency fee. Failure to pay can result in the employee being removed from bargaining unit work.

10. In addition to the two options set forth above and other avenues of relief available under the law, a non-member may challenge the union's classification or calculation of expenditures used by the union to determine the percentage of chargeable expenses germane to the collective-bargaining process before a neutral arbitrator appointed by the American Arbitration Association pursuant to its Rules for Impartial Determination of Union Fees. Any objection a non-member makes may be coordinated or consolidated with other objections from other non-members before a single arbitrator.

11. In such a challenge, OFNHP has to justify its calculations and determinations. All hearings will be conducted in the Portland area. The arbitrator's fees and expenses will be paid by OFNHP. However, an objector will have to pay his or her own expenses and the fees, costs and expenses of his or her witnesses and attorneys.

12. Once a written objection is received from an individual, OFNHP will adhere to the rules established by the courts and by the administrative agencies that enforce the labor laws as to the handling of the objector's fees until the arbitrator has issued his or her ruling. Generally, the objector must pay the fees as determined by the union's calculations. Those fees will be placed in a separate interest-bearing account. If the arbitrator's decision increases the percentage of non-chargeable expenditures, the appropriate portion of the fees will be refunded to the objector, plus interest earned. All reduced service fee payers will then pay the adjusted amount as determined by the arbitrator. If the arbitrator's decision approves the union's calculation, no adjustment will be made in the amount of the fee and the total fees paid and placed in the separate interest-bearing account will be released to OFNHP.

13. Individuals who choose to file objections to OFNHP's fee calculations must file the objection in writing via U.S to:
OFNHP President
Oregon Federation of Nurses and Health Professionals, Local 5017, AFT, AFL-CIO
11560 SW 67th Ave., Tigard, OR 97223

14. The written objection must include the objector's name, address, phone number, social security number, employer and work location. In order for OFNHP to understand the nature of the objector's challenge, the objector is advised to also include a brief statement concerning the nature of the objection, including the objector's opinion as to the appropriate percentage for non-chargeable expenses. This requirement to file a letter of objection and request for a hearing is an annual requirement. Objection will not be presumed. Agency fee payers who do not file a timely notice of objection shall be deemed to have waived any right to a hearing to challenge the estimated percentage of reduction of that year's agency fee.

15. We are confident that the rights and benefits conferred on full union members are worth the small difference in cost between the agency fee and full union dues. Your participation along with that of all of your brothers and sisters is crucial to making OFNHP a success for employees and the patients they serve. We look forward to welcoming you in person.