

## **Notice To ALL Employees Covered By A Union Security Clause**

This notice contains important information about your “Beck rights” relating to your membership or agency non-member status. Please read it carefully. All United Government Security Officers of America (UGSOA) represented employees covered by a union security clause have the right to be and remain a non-member subject only to the duty to pay initiation fees and an agency fee.

Section 7 of the National Labor Relations Act gives employees these rights:

- To organize
- To form, join or assist any union
- To bargain collectively through representatives of their choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected activities

You have the right under Section 7 to decide for yourself whether to be a member of UGSOA. If you choose not to be a member, you may still be required to pay an agency fee to cover the cost of UGSOA’s efforts on your behalf. If you choose to be a non-member and pay an agency fee rather than membership dues, you have NO RIGHT to vote in union elections or to be a candidate, NO RIGHT to participate in union meetings or activities, and NO RIGHT to vote on contract ratifications or other agreements between the employer and the union.

Section 8(a)(3) of the National Labor Relations Act provides, in pertinent part:

“It shall be an unfair labor practice for an employer

...

(3) by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: Provided, that nothing in this Act, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization ... to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is the later. If such labor organization is the representative of the employees as provided in

Section 9(a), in the appropriate collective bargaining unit covered by such agreement when made...”

Under Section 8(a)(3), payment of membership dues or an agency fee can lawfully be made a condition of your employment under a “union security” clause. If you fail to make such payment, UGSOA may lawfully require your employer to terminate you.

The reduction determination factor, based upon audited expenditures for **2019** is **0%** percent for the purposes of representational versus non-representational expenditures. Therefore, for **2020** UGSOA is charging non-members **100%** of actual membership dues. Non-member employees have the right under Communication Workers v. Beck, 487 U.S. 735 (1988) to limit payment of fees for expenditures spent on activities germane to a Union’s role as Collective Bargaining Representative. Non-members are not charged for expenses, if any, which are paid from dues which support or contribute to political organizations or candidates; voter registration or get-out-the-vote campaigns; support for ideological causes not germane to the collective bargaining work of the union; and certain lobbying efforts. UGSOA has established the following procedure for non-members who wish to exercise their right to object to the accounting of chargeable expenditures:

1. When to object

Employees covered by an UGSOA union security clause will receive this notice of their rights annually by electronic transmission, by mail, hand, and/or by newsletter at UGSOA’s discretion. Any non-member who is required as a condition of employment to pay an agency fee to UGSOA pursuant to a union security clause, but wishes to object to UGSOA’s designation of chargeable expenses, must do so within thirty (30) days of receipt of this notice by filing a Notice of Objection with UGSOA. Receipt shall be presumed to have occurred no later than three days after the notice is mailed to the employee’s address as shown in UGSOA’s records or the same day if transmitted by electronic transmission.

Employees who newly become subject to a contractual union security clause, or who otherwise do not receive this notice, must file any objection within thirty (30) days after receipt of notice of their rights.

UGSOA members are responsible for full membership dues and may not object under this procedure. UGSOA members who resign their membership must object, if at all, within thirty (30) days of the postmark or receipt by UGSOA of their individual resignation, whichever is earlier.

Objections must be renewed each year by filing an objection during the appropriate period. The same procedure applies to initial objections and to renewed objections.

2. How to object

A Notice of Objection must be received at the following address within the thirty-day period set forth above:

UGSOA International Union  
Fee Objections  
**ATTN** International President  
2879 Cranberry Highway  
East Wareham, MA 02538

Objections not sent or delivered to the above address in a timely manner are void.

To be valid, Objections must be in a legible written form and contain the following information:

- The objector's name
- The objector's address
- The name of the objector's employer
- The non-member's Local Union number
- The non-member's employee identification number
- Objections must also be signed by the objector

Objections will be processed as they are received. All non-members who file a valid Objection shall receive a detailed report containing an accounting and explanation of the agency fee. Depending on available information, the accounting and explanation may use the previous year's information. If a non-member objector is not satisfied that the agency fee is solely for chargeable activities, he or she may file a challenge to UGSOA's accounting. UGSOA shall forward specific instructions on how to file a challenge to all non-members who file a valid objection.

Upon perfecting a Notice of Objection, the objector is entitled to an advance reduction of a portion of the individuals Union Security obligations commensurate with expenditures unrelated to collective bargaining, contract administration or grievance/arbitration adjustment as required by law. UGSOA shall place challenged fees in an escrow account until a final resolution is reached at the conclusion of the challenge procedure. At its discretion, UGSOA may waive an objector's agency fee rather than provide an accounting or process a challenge.