

January 19, 2018

Lehigh County Brothers and Sisters,

There have been some questions related to the new membership applications that were handed out at the membership meeting on January 10, 2018.

As was discussed at the beginning of the meeting, the new applications are being circulated because of an upcoming Supreme Court case *Janus v. AFSCME*. This case has the potential to determine that “fee payer” or “fair share” language as currently provided in your Collective Bargaining Agreement (contract) is no longer able to be collected from those not wishing to be in the Union.

The new applications have additional language so that they are consistent across our different contracts, are clear to the employer that you wish to be in the Union, agree to paying dues as required by the SEIU 668 Constitution, and include the disclaimers that may be required after the *Janus* case. The Union is being proactive and getting the new applications signed prior to the decision by the Supreme Court so that we don't notice as much of a change after the decision is handed down.

The new form has three separate lines. The **first line** is to be a member of the Union and is subject to the second line being signed.

The **second line** is agreeing to pay membership dues required SEIU 668 Constitution. There is a sentence in there that says that you have 10-30 days before your anniversary with the Union to drop to fee payer. However, if your contract provides for a different revocation period, as your contract does, then you follow what's in the contract. **What that means for your group is that your revocation period is not changing**, unless the Supreme Court sets new law providing for additional periods. If you separate your employment with the County, you will not be required to keep paying dues. Dues are only while you are employed, or elect to become a retiree member.

The **third line** is **IF** the Supreme Court, or another future state law, takes away the employer's responsibility to deduct the dues on behalf of the Union. The language in this section allows the Union at that time to get the direct deposit information from the employer. This is not in effect now, but again, is the Union being proactive.

Please beware of those that are sending out misinformation, which has been linked to ANTI union groups. As with many things these days, please consider the source of the information before buying in to it.

In Solidarity,

Mallory Kennedy on behalf of the
Negotiation Team