

Ohio Nurses Association – Union Security Notice

I. NOTICE TO ALL EMPLOYEES IN ONA BARGAINING UNITS

This notice is being provided to all members of Ohio Nurses Association ("ONA") private sector bargaining units pursuant to applicable state and federal laws. Read this notice carefully. It contains important information about your legal rights, including a change with respect to objection procedures.

ONA collective bargaining agreements containing union security provisions impose certain obligations on employees covered by those agreements, consistent with state and federal law. Employees in ONA bargaining units have the right to fulfill their union-security obligations either by joining the ONA or by opting to be a nonmember and paying a "fair share service fee." If a member wishes to become a nonmember, she/he must inform the ONA's Membership Services Department, 5310 Snouffer Road, Columbus, Ohio, 43235, in writing.

All bargaining unit employees who are not members of ONA have the right: (1) to object to paying for union activities not germane to the union's duties as bargaining agent and to obtain a reduction in fees for such activities; (2) to be given sufficient information to enable the employee to intelligently decide whether to object to the amount of the fees; and (3) to be apprised of all internal ONA procedures for filing objections.

II. NOTICE TO NONMEMBERS REGARDING FEE CALCULATION

As a nonmember of ONA and its affiliates, you are being charged a fair share service fee in lieu of regular dues paid by members. As a nonmember, you do not have any voting rights or the right to participate in the governance of your local unit, ONA, American Federation of Teachers or AFL-CIO, and you are required to pay a fair share service fee as specified in your collective bargaining agreement and in accordance with federal law.

ONA, AFT, AFL-CTO and their affiliates, spend fees collected from employees in ONA bargaining units on a variety of activities and ONA has determined that a pro rata portion of the expenses associated with these activities is chargeable to all nonmember fair share service fee payers. Your share of the chargeable expenditures are for activities, training, communications, research, or administrative efforts related to issues such as the following: collective bargaining; contract administration; grievance adjustment including arbitration and court proceedings; specific terms and conditions of employment such as wages, hours, benefits; employment discrimination; retirement; social security; employee evaluation; unemployment compensation; overtime and wage provisions; environmental issues which affect working conditions, etc.; organizing in the same competitive markets as represented units and that is germane to them; nursing practice, including nurse education, certification, licensing, continuing education and nursing skills and techniques; membership meetings; conventions; committees held in part, to discuss employment conditions of members and fee payers that are germane to collective bargaining; social activities to promote union solidarity; publications (to the extent that they report on chargeable activities); impasse procedures including fact finding, mediation, and work stoppages over provisions of collective bargaining agreements; the prosecution

or defense of litigation or charges to enforce rights relating to concerted activity, the duty of fair representation, and collective bargaining, and any litigation related to chargeable activities, including appearing before administrative agencies in matters relating to chargeable activities; and operating and administrative expenses, salaries, and benefits apportioned to chargeable items, e.g., rent, utilities, travel, automobiles.

A portion of all fees collected by the ONA, AFT, AFL-CIO, and their affiliates from members and nonmembers is spent on activities which are not chargeable to objecting nonmember fair share service fee payers. Objecting nonmember fair share service fee payers will not be charged for the following activities: training and voter registration, get-out-the vote, and political campaigns; supporting and contributing to charitable organizations; supporting and contributing to political organizations and candidates for public office; legislative lobbying; supporting or contributing to causes not germane to the collective bargaining work of ONA, AFT or AFL-CIO (e.g., direct contributions to such causes, expenditures designed primarily to assist such causes, payments to fundraisers and/or conferences for groups which promote such causes); member-only benefits; litigation not related to bargaining unit matters, collective bargaining or representation; publications, portions of publications, or any other communications addressing nonchargeable issues; and administrative activities allocable to each of the categories described as nonchargeable activities.

III. PROCEDURE FOR OBJECTION TO PAYING FULL FAIR SHARE SERVICE FEE

A. Annual notice to nonmember unit employees ONA will annually publish in the Ohio Nurses Review notices to unit employees that the collective bargaining agreement with the employer may require, consistent with state and federal law, each bargaining unit employee either to become a member of the ONA or become a nonmember and pay a fair share service fee. The notice also will indicate the amount of the fair share service fee and that the first deduction of the fair share service fee will occur no sooner than thirty (30) days subsequent to the mailing of the fair share service fee "explanation" described below.

After completion of an audit of ONA expenditures made during the preceding year, the ONA will send each nonmember an explanation of the basis for the fair share service fee to enable the nonmember to gauge the propriety of that fee. ONA generates this explanation by analyzing its expenditures for the year ending June 30, and it details the percent of ONA's expenditures which are related to representational activities, and from which the amount charged objectors is derived, and the percent of such expenditures which are not or may not so be related. That explanation, which will be hand delivered and/or sent by first class mail to each nonmember's home address (as disclosed by bargaining unit or employer records) will include: (1) a breakdown of the chargeable and nonchargeable portions of the fair share service fee paid by nonmembers under applicable law; (2) the method used to calculate the chargeable and nonchargeable proportions; (3) a list of expenditures made by the ONA, by major category, during the preceding year; (4) verification of those expenditures by an independent auditor;

(5) notice that the auditor's report is available for review, upon request, at the ONA office during regular business hours; and (6) a copy of this procedure.

An employee who enters the bargaining unit after the above described union security notice has been published, and who elects not to join ONA, will promptly be provided the notice after entry into the bargaining unit and notification to ONA. The notice will be hand delivered and/or sent by first class U.S. mail to each nonmember's home address (as disclosed by bargaining unit or employer records).

B. Objection to payment of full fair share service fee

Any nonmember who objects to paying the full fair share service fee must deliver a written objection, either by mail or personal delivery, to the ONA's Membership Services Department, 5310 Snouffer Road, Columbus, Ohio, 43235.

An objection will be considered timely only if postmarked or actually received by ONA no more than thirty (30) calendar days after the objector's resignation, or no more than thirty (30) calendar days after explanation of the basis for the fair share service fee was published. The objection may be phrased in general terms and need not identify any particular expenditures to which the nonmember specifically objects; however, the objection must include the nonmember's name, home address, and place of employment. Nonmembers may register annual objections each year or, alternatively, may register a continuing objection by clear indication of such in the written objection.

C. Challenging the reduced fair share service fee

A nonmember paying a reduced fair share service fee pursuant to TTT (B), above, may challenge the propriety of the reduction. A challenge will be considered timely only if postmarked or actually received by ONA no more than thirty (30) calendar days after the explanation of the basis for the fair share service fee was published or delivered. The challenge may be phrased in general terms and need not identify any particular expenditure the nonmember specifically challenges; however, the challenge must include the nonmembers' name, home address, and place of employment.

ONA shall pay to the objecting nonmember an amount equal to in accord with applicable law. The nonchargeable portion of the full year's fair share service fee (as determined by ONA). At the same time, ONA will place an amount equal to the chargeable portion of the full year's fair share service fee (as determined by ONA) in an interest-bearing escrow account. The funds received by the escrow agent shall not be commingled with funds from other calendar years; and, the disputed funds and accrued interest will be distributed from the escrow account only in

accordance with the decision of an impartial decision-maker. The procedure for appeal to the impartial decision-maker is set forth in part D, below.

The advance fair share service fee reduction may be paid at ONA's discretion on a quarterly basis.

Subsequent to the payment by ONA of the fair share service fee reductions described above, objectors will be responsible for paying the full year's fair share service fee by periodic payroll deduction over a twelve month period. For example, if fair share service fee deductions for 2002 begin on January 1, 2002, then fair share service fee payors will pay their 2002 fair share service fees by periodic payroll deductions over the months of January 2002 through December 2002. Objectors who are in the bargaining unit only for a portion of the calendar year will receive a proportionately smaller fair share service fee reduction and will be responsible for payment only of a pro rata share of the annual fair share service fee.

D. Appeal to Impartial Decision-Maker - If the ONA receives any challenges, the ONA shall ask the American Arbitration Association (AAA) to appoint an impartial arbitrator from its special panel of labor arbitrators experienced in this field. The ONA will provide the AAA with the names, addresses and places of employment of all timely objectors, and any other information requested by the AAA. All timely objections will be consolidated into one hearing per year, to be held in Columbus, Ohio at a location and on a date determined by the arbitrator. Except as otherwise provided herein, all matters relating to the arbitration proceeding shall be in accordance with the "AAA Rules for Impartial Determination of Union Fees."

Each party to the arbitration shall bear its own costs. The appellant(s) shall have the option of paying a pro rata of the arbitrator's fees and expenses. The balance of such fees and expenses shall be paid by ONA.

After the hearing, the arbitrator shall determine the proportion of the fair share service fee that is chargeable to nonmembers under applicable law. Unless an extension is approved by the ONA, the arbitrator shall issue the decision and determination no more than 30 calendar days after the hearing, and submit copies to the ONA and to each objector. After the arbitrator's decision, the ONA shall direct the disbursement of all funds in the escrow account, including interest, to the proper parties in accordance with that decision.

E. Appeal - Either party may challenge the arbitrator's decision, in accord with applicable law.