

Testimony of  
F. Vincent Vernuccio, Workers for Opportunity  
SENATE BILL No. 175

Madam Chairwoman and members of the committee, thank you for the opportunity to testify here today.

My name is F. Vincent Vernuccio and I am a labor policy consultant here representing Workers for Opportunity, a national project dedicated to freedom of choice for public employees.

Senate Bill 175 ensures that public employees are informed about their First Amendment right not to pay union dues or fees and further allows them to exercise this right at any time.

Last year the Supreme Court ruled in favor of the First Amendment in the case of *Janus v. AFSCME*.<sup>1</sup> The decision written by Justice Samuel Alito did two things. First, it affirmed the First Amendment rights of public employees across the country to choose to pay the union at their workplace or refrain from doing so. This decision essentially brought right-to-work to public employees across the country. This is a right that workers in Kansas have enjoyed since 1975 and is protected by the state constitution.<sup>2</sup> However, the U.S. Supreme Court noted that everything public employee unions do is political and because everything they do is political, it is a violation of public employees' First Amendment rights to be forced to financially support government unions against their will.

*Janus v. AFSCME* also affirmed that government unions need to get "affirmative consent" from public employees before being able to collect dues from their paychecks.<sup>3</sup> Justice Samuel Alito explains, "States and public-sector unions may no longer extract agency fees from nonconsenting employees," and "[n]either an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay."<sup>4</sup>

In short, the decision established that the choice to pay a union or not is a U.S. Constitutional First Amendment right.

Senate Bill 175 protects this right by ensuring that public employees are informed about their rights on an annual basis. More importantly it codifies the process by which an employee may exercise their right and ensures that public employees can choose to exercise these rights at any time.

There is a need to make sure that the First Amendment rights of public employees can be protected at any time. Some unions and even some state legislatures have created arbitrary "windows" to limit when

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<sup>1</sup> *Janus v. AFSCME* Council 31, 585 U.S. \_\_\_, 2018 (June 27, 2018)

<sup>2</sup> <https://kslib.info/841/Article-15-Miscellaneous> Kan. Const. art. 15 §12; <https://kslib.info/841/Article-15-Miscellaneous> K.S.A. § 44-831.

<sup>3</sup> *Janus v. AFSCME* p.48

<sup>4</sup> *Ibid.*

public employees may resign their union membership and stop paying dues. In some cases, these windows can be linked to the employee start date and only be a few weeks long or even shorter. This puts arbitrary and complicated restrictions on public employees' First Amendment rights.

Some Kansas unions allow public employees to opt-out of their union at any time but still require payment of dues for up to a year after the employee exercises their right.

Public employees' First Amendment rights must be protected by giving them the information necessary to make an informed decision, making the ability to exercise that decision as easy and streamlined as possible. And when public employees exercise their right, it should be honored immediately.

If a public employee chooses to exercise their right, the state, school district or local government should immediately stop collecting dues and inform the union. The public employee's financial obligation to the union should end immediately and no debt should be allowed to accrue.

Thank you for the opportunity to testify here today and I will welcome any questions.