Chairman Tarwater and Members of the Committee,

I appreciate the honor of providing this written testimony before this committee.

My name is Mark Janus, and I am the plaintiff from the Supreme Court case Janus v. AFSCME.

Two and half years ago the Supreme Court vindicated me and millions of other public sector employees when it said that we did not have to pay a government union as a condition of employment.

This ruling empowered every public sector employee in America. It gave workers what is now known as their "*Janus rights*". This freedom is guaranteed in the 1st Amendment of our Constitution and was cited numerous times in the majority decision, specifically by Justice Alito, and I quote: *"Forcing free and independent individuals to endorse ideas they find objectionable raises serious First Amendment concerns."*

In public sector employment, "Janus rights" are akin to "Miranda rights." You cannot presume that everyone who takes up a public service career will already know about their options, specifically, if this is their first interaction with a union or public sector employment.

Since the ruling, I have traveled the country meeting and talking with government workers. Here is what is happening across America:

- Many government workers still don't know about their "Janus rights," and therefore cannot exercise them. This is why the legislation on the table today is so important.
- When some government workers learn about their Janus rights and attempt to exercise them, they're blocked by their union. Some face burdensome obstacles before they can exercise their rights. Others

face so much trouble that they must seek out the assistance of lawyers and file lawsuits in order to exercise their rights. This is wrong.

- Many employees across the country are being told they may not leave the union until a certain period or "*window*" opens. Sometimes the window is codified in a contract, and other times it is not and a government employee is *misled* by their union. In some cases this "window" is months or years away. Sometimes contracts auto-renew, and a window that is years away never actually comes.

The proposal we're discussing here today is important because it protects the rights that were restored by the Supreme Court's decision in my case. It takes the important step of *notifying* employees of their rights – rights they may not know exist. It protects workers from "windows" or short periods of time that an employee can resign, *if they choose*. This Act also codifies what Justice Alito said in his opinion that an employee must provide affirmative consent – that they must *choose* to be in the union before any money is taken from them.

I understand public sector unions do not like this legislation. They will tell you it is burdensome for employees. But I ask you…doesn't the employee once a year (open enrollment) have to elect or choose their healthcare insurance? Do they not also have to elect dependent care deductions or Flexible Spending amounts for medical co-pays and the like? Or how about any other employee benefit offered, in which an election, yes or no, must be made annually? Is stating your consent to have union dues deducted or not deducted any more burdensome that what I just described? I say no. The notice and election to join or not join a public sector union is as simple as checking a box…yes or no. How can that be burdensome?

Providing workers their rights as contained in this proposed legislation is the best way to maintain a worker's Constitutional 1st Amendment right to freedom of speech and association. It lets the worker decide…gives the *worker* the choice and the voice. Isn't that what this country was founded on, and we should be protecting every day?

Thank you for allowing me to testify today.

/s/ Mark Janus
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