

## ARTICLE 3

### **ASSOCIATION DUES AND CHECK OFF**

The interpretation, application and administration of this Article by the parties shall be in accord with the decisions and rulings of the NLRB, MERC and the courts, in accordance with applicable law.

A bargaining unit employee shall either become a member of the Association or be subject to the provisions of Section 4 below.

#### **Section 1. Dues Deduction.**

Upon receipt of a completed and signed individual authorization form from any of its employees covered by the Agreement, currently being provided by the Association and approved by the Employer, the Employer will deduct from the pay due such employees those dues required to maintain the employee's membership in the Association in good standing.

Such authorizations shall be effective only as to membership dues becoming due after the delivery date of such authorization to the Employer. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized Deferred Compensation; Federal Income Tax; State Income Tax; local or city income tax; other legally required deductions; individually authorized participation in state programs and enrolled employee's share of insurance premiums.

Membership dues deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Association. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not remain on payroll deduction. Employees recalled from layoff or returning from a leave of absence shall resume payroll deduction of dues or fair share fees, commencing with the first pay period of work.

#### **Section 2. Maintenance of Membership.**

Such dues deduction authorization may be revoked by the employee at any time by furnishing written notice of such revocation to the Employer. All employees covered by this Agreement who have submitted a valid individual voluntary authorization for payroll deduction form to the Employer and have not revoked such authorization shall, as a condition of continuing employment, honor such authorization until exercising their right to terminate their authorization.

### **Section 3. Fair Share Fee Deductions.**

An employee who terminates membership in the Association, and an employee who has not submitted a valid individual voluntary Authorization for Payroll Deduction form to the Employer or who does not produce satisfactory evidence of Association membership shall, within 30 days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to the Association a fair share fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Association representing only the employee's proportionate share of the Association's cost for services in negotiating and administering this Agreement, but not necessarily including any fees, charges or assessments involving political contributions. Such obligations shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Payroll Deduction" form. This Section shall not take effect until the Association notifies the Employer in writing of the amount of this fair share fee. Such notification may be made on or after the effective date of this Agreement.

A fair share fee payer shall have the right to object to the amount of the fair share fee and to obtain a reduction of the fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the Employer on labor-management issues.

The Association shall give every fair share fee payer financial information sufficient to determine how the service fee was calculated. A fair share fee payer may challenge the amount of the fee by filing a written objection with the Association within 30 calendar days. The Association shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The Association shall place in escrow any portion of the objector's fair share fee that is reasonably in dispute.

### **Section 4. Compliance Procedure.**

The Employer shall automatically deduct from an employee's pay check and tender to the Association a fair share fee as provided in Section 3 after the following:

- a. Not less than 30 days from the date of the employee's successful completion of recruit school, the Association must notify the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Association in good standing or tender the required fair share fee.
- b. Within ten work days from the date the Association so notifies the

Employer, the Employer shall:

1. Notify the employee of the provisions of this Agreement;
  2. Obtain the employee's response; and
  3. Notify the Association of the employee's response.
- c. In the event the employee fails to respond as provided above or fails to become a member of the Association in good standing, renew membership or sign the "Authorization for Payroll Deduction" form after the above, the Association may request automatic deduction by notifying the Employer, with a copy to the employee, by certified mail, return receipt requested.
- d. Upon receipt of such written notice, the Employer shall, within five week days, notify the employee, with a copy to the Association, that beginning the next pay period it will commence deduction of the fair share fee and tender same to the Association.

#### **Section 5. Employer Notification.**

The Employer shall inform all present employees covered by this Agreement within 30 calendar days of the effective date of this Agreement, and future employees, and employees returning from leave or layoff, upon their hire or return of the employee's obligations under this Article. The Employer shall provide new employee(s) with the appropriate authorization forms provided to the Employer by the Association.

#### **Section 6. Remittance and Accounting.**

Deductions for any biweekly pay period shall be remitted to the Association with an alphabetical list of names, by post or unit, of all active employees from whom deductions have been made and the amount deducted, no later than ten calendar days after the close of the pay period of deduction. The Employer shall provide to the Association an alphabetical listing, by post or unit, identifying those active employees who have valid dues deduction authorization on file with the Employer for whom no deduction of dues was made.

#### **Section 7. Indemnification.**

The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.