

ARTICLE 4

DUES FAIR SHARE DEDUCTION AGREEMENT

SECTION 1. The City agrees, upon receipt of written authorizations, to deduct a monthly fee dues from the earnings of regular full-time employees in the bargaining unit described in Article 2, Section 1, of this Agreement. The Association shall provide the Employer copies of the Dues Deduction Authorization Form documenting an employee's voluntary authorization to have such union dues deducted from their wages (hereafter, "Authorization Form"); no dues will be deducted by the City from an employee unless it has a signed copy of the Authorization Form from that employee. as their proportionate share of the cost of the collective bargaining process and contract administration. Such allowance shall be measured by the amount of dues uniformly required of all Association members, as certified by the Association. The amounts deducted and submitted to the Association for such employees who are not members of the Association shall not be used in any way by the Association to further the candidacy of any person for political office.

SECTION 2. The City shall pay any amounts deducted pursuant to Section 1 above to the Treasurer of the Association on or before the end of the month in which the deductions are made. Any changes in the amount to be deducted shall be certified to the City by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change.

SECTION 3. The City shall not be required to submit any amounts to the Association under this Article for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no earnings for the pay period normally used by the City to make such deductions or for which the earnings are not sufficient to cover the deduction.

SECTION 4. The City shall not be liable to the Association, employee or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned **per the Authorization Forms**. The Association shall defend, indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken or not taken by the City under this Article.

SECTION 5. In the event the Association encourages its members to strike for any reason or any employee represented by the Association in collective bargaining with the City engages in a strike, this **Dues Fair Share Deduction** Agreement shall immediately be cancelled and thereafter be null and void. A strike shall mean any work stoppage, slowdown, refusal to perform any customarily assigned duties or absence from work because of purported illness not verified by a written report from a physician to the City while there is a pending labor dispute, as defined in Section 111.70 (1) (i), Wisconsin Statutes.

SECTION 6. As to new employees, such deduction shall be made in the month immediately following the date such employee completes the first ninety (90) days of employment **and upon the Employer's receipt of the Authorization Form**, ~~provided;~~ In the event such new employee becomes a member of the Association prior thereto, such deduction will commence with the month immediately following the receipt by the City of ~~written notice~~ **the Authorization Form** from the Association **documenting** ~~of~~ the employee's ~~Association membership~~ **authorization for the deduction of union dues**.

SECTION 7. The Association agrees to certify to the Employer only such ~~Fair Share costs~~ **dues** as are allowed by law and further agrees to abide by the decision(s) of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. **The**

Association shall provide an internal mechanism for any members of the Association who wish to challenge the Fair Share deduction. The guidelines for the internal mechanism for challenging the Fair Share shall be provided to all members of the Association.

SECTION 8. The Employer agrees to deduct monthly dues from the pay of employees who individually sign voluntary check off authorization forms supplied by the Association

The Employer agrees to deduct the appropriate amount from each paycheck of each employee requesting such deduction following receipt of the above enumerated statement and shall remit the total of such deductions to the Treasurer of the Association within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change.

SECTION 8. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply in accordance with the Association Constitution and By-Laws. It shall be the Association's responsibility to notify the WPPA office in Madison in writing of the name of any new hire into the bargaining unit. An employee who chooses not to join the Association shall not be required to pay dues or any other type of fee. Dues may only be deducted from an employee's wages if the employee affirmatively consents to the deduction (i.e., executes an Authorization Form). Authorizations of dues deductions by an employee may be revoked upon notice in writing to the City and to the Association with the understanding that the deduction will cease as reasonably as practical after receipt of the written notice of revocation.