

ARTICLE 2

DEDUCTION OF UNION DUES AND/OR SERVICE FEES

The Employer hereby agrees to deduct fees or service fees of the individual employee to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

- A. Each employee who desires to have such dues or service fees deducted from his/her earnings shall execute the AUTHORIZATION FOR DEDUCTION OF UNION DUES form in full.
- B. The Employer shall place such deduction or deductions in effect at the SECOND PAY PERIOD of the month following receipt of same and continue in accordance with the terms and conditions set forth in the Authorization. New employees shall begin paying Union Dues, or Service Fees in-lieu of dues at the second pay period of the month after the employee has completed ninety (90) days of employment.
- C. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Secretary/Treasurer of Michigan AFSCME Council 25 designated in writing by the Union, and shall do so, as soon as possible after the deduction, but not later than the fifteenth day of the following month.
- D. The Employer shall notify the Union of the termination of employment of the dues and/or service fees paying employee or of the revocation, alteration or amendment by the employee of the Authorization to Deduct Union Dues and/or Service Fees in accordance with the terms thereof.
- E. The Authorization for Deduction of Union Dues and/or Service Fees when executed, shall be binding upon the employee for the duration of this Agreement, except that any employee may revoke, alter or amend such Authorization for Deduction of Union Dues and/or Service Fees by notice in writing to the Employer within thirty (30) days, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent Agreement.

- F. It is understood and agreed, that the provision for deduction of the Union Dues and/or Service Fees, is for the benefit of the employees requesting same, and that the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment and further, that the obligation of the Employer does not extend beyond that hereinbefore set forth, except as provided for under the Agency Shop provision of this Agreement.
- G. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized by them, under the Payroll Deduction for Union Dues and/or Service Fees provision of this Agreement.

The Union will protect, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with this Article 2.