

ARTICLE 3

MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement at the time Agency Shop becomes effective and who are members of the Union at that time shall be required to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time Agency Shop becomes effective shall be required to become members of the Union or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues, for the duration of the Agreement. The time referred to herein will commence August 1, 1974.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of Agency Shop and covered by this Agreement, shall become members of the Union or pay an equivalent service fee to the Union.
- D. If the employee chooses not to exercise the Payroll Deduction for Union Dues and/or Service Fees, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required (and if not already a member), and the periodic dues uniformly required, shall be deemed to meet the conditions of this Article 3.

Employees who do not elect to become members of the Union, shall pay, in lieu of initiation fee and periodic dues uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Article 3.

- F. Employees shall be deemed to be in compliance with the meaning of this Article 3 if they are not more than sixty (60) days in arrears in payments of membership dues or service fees.
- G. The Employer shall be notified in writing, by the Union, of any employee who is sixty (60) days in arrears in payments of membership dues or service fees.
- H. Failure of employees covered by this Agreement to comply with provisions of this Article, shall, at the conclusion of the grace period of sixty (60) days referred to in Section G above, and upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such employee.

- I. 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 3.