

C-24
2/14/18

CITY COUNTER PROPOSAL – MAINTENANCE IN MEMBERSHIP

City's Proposed Language:

ARTICLE 6 UNION RIGHTS

6.4 Maintenance in Membership

- 6.4.1 ~~Dues deduction, once initiated, shall continue until the authorization is revoked in writing by the employee. An employee may only revoke a dues authorization by delivering the written notice of revocation to the City's Municipal Employee Relations Officer with a copy to the Union. An employee may resign from such membership only during the thirty (30) calendar days prior to the expiration of this Memorandum of Agreement. Upon receipt of an employee's signed membership or other authorization form, including an authorization consistent with the Uniform Electronic Transactions Act, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by IFPTE Local 21, and remit such dues or fees to IFPTE Local 21. Deductions will continue during the term of this agreement unless the employee mails a written revocation to the City, with copy to IFPTE Local 21, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to expiration of the MOA.~~
- 6.4.2 ~~The written revocation notice shall be delivered to the Municipal Employee Relations Officer or his/her designee either in person at the Employee Relations Office or by regular U.S. Mail, with a copy to the Union.~~
- 6.4.2~~3~~ The Union shall indemnify and hold harmless the City, its officers, employees and agents and hold it harmless against any and all suits, claims, losses, damages, injuries, expenses, lawsuits, demands and liabilities that directly or indirectly, in whole or in part, arise out of, pertain to, or relate to may arise out of or by reason of the application of or implementation of the provisions of this Article 6.4.