~~SECTION~~ **ARTICLE** FOUR

SECURITY

~~1.~~ **Section 1.** Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee ~~as regards~~ **regarding** ~~such~~ **these** matters.

~~2.~~ **Section 2.** Each employee in the bargaining unit shall, beginning on the 31st **calendar** day following the execution of this Agreement or the 31st **calendar** day following their employment, rehire, reinstatement, reemployment, recall, ~~transfer~~ or regression into the bargaining unit, as a condition of continued employment in the bargaining unit, execute and deliver to the Company a payroll deduction authorization as provided for in this ~~Section~~ **Article**, or pay directly to the Union an amount of money equal to the Union’s ~~regular and usual~~ initiation fee and ~~its regular, uniform and usual~~ monthly dues.

~~3.~~ **Section 3.** Any employee ~~within the bargaining unit~~ who is required to contribute to the Union as provided for in ~~Paragraph~~ **Section** Two of this ~~Section~~ **Article** and who ~~is~~ subsequently ~~transferred or promoted out of~~ leaves the bargaining unit ~~or laid off~~ shall not be subject to any of the provisions of this ~~Section~~ **Article** during the period ~~of time such~~ **the** employee remains outside the bargaining unit**.** ~~or on layoff.~~

~~4.~~ **Section 4.** No employee ~~within the bargaining unit~~ shall be required to pay **Union** fees~~/~~ **and** dues covering any period during which the employee was not in the bargaining unit or was not on the Company’s active payroll**,** including layoff.

~~5.~~ **Section 5.** An employee ~~within the bargaining unit~~ shallbe considered in good standing for the purposes of this ~~Section~~ **Article** when ~~such~~ **the** em­ployee tenders the amount of money equal to the Union’s ~~regular and usual~~ initiation fee (due and payable only once per employee without regard to any interruption in service) and ~~its regular, uniform and usual~~ monthly dues to an authorized agent of the Union or through Payroll initiation fees/dues de­duction. Upon written demand from the Union, the Company shall terminate any employee ~~within the bargaining unit~~ who fails to tender the sum due **to** the Union under ~~Paragraph~~ **Section** Two of this ~~Section~~ **Article** within thirty (30) **calendar** days from the date ~~such~~ **the** sum is due provided the Union informs the Company and the em­ployee in writing and allows ~~such~~ **the** employee an additional fifteen (15) **calendar** days after the 30th **calendar** day of delinquency. If the employee fails to resolve their dues delinquency with the Union during this fifteen (15) **calendar** day period and after notification to the Company by the Union, the Company will terminate the employee effective the end of that payroll period.

~~6.~~ **Section 6.** Employees may handle ~~the matter of~~ payment of Union initiation fees~~/~~ **and** dues directly with the Union. ~~In cases~~ ~~w~~**Where** deductions are made from those who have already paid Union initiation fees~~/~~ **and** dues, the Union will make refunds directly to ~~such~~ **the** employees.

~~7.~~ **Section 7.** Deductions shall be made for the ~~accrued regular~~ monthly Union dues of each employee ~~in the bargaining unit~~ for whom the above authorization has been received, beginning with the pay for the first pay period in the month (but no later than the first full pay period in the month) following receipt of ~~such~~ **the** authorization, provided that sufficient earnings remain to cover Union dues after all deductions required by law are made~~,~~**.** ~~and such d~~**Dues** deductions shall continue in like manner monthly thereafter, except as qualified in this ~~Section~~ **Article**.

 ~~Accrued~~ ~~d~~**D**ues not deducted in the regular month as provided above shall be deducted as follows:

1. At the beginning of each ~~calendar~~ quarter**,** the Union shall **give** ~~furnish~~ the Company a list of ~~the~~ names and employee numbers of employees who have authorized deduction of Union dues and who are ~~in arrears in the payment of such dues~~ **delinquent** for the preceding quarter, specifying ~~on such list~~ the amount of each ~~named~~ employee’s ~~arrearage~~ **delinquency**.
2. After ~~the~~ receipt of ~~such~~ **the** list, the Company shallmake a special deduction of Union dues in the amount of the ~~listed arrearage~~ **delinquency** from the pay of each ~~named~~ employee, provided that sufficient earnings remain to cover the ~~dues arrearage~~ **delinquency** after all deductions required by law are made.

~~8.~~ **Section 8.** The Authorization For Deduction of Union Dues form as provided by the Union shall continue to be recognized and processed when properly executed. The form ~~shall~~ **must** have sufficient information for the Company to efficiently process dues deductions.

~~9.~~ **Section 9.** Deductions shallbe remitted to the designated Financial Officer of the Union no~~t~~ later than ten (10) **calendar** days after the deductions are made. **On a monthly basis,** **t**~~T~~**he** Company shall ~~electronically~~ **provide electronically** **a record of those employees for whom deductions have been made** **to** ~~furnish~~ the designated Financial Officer of the Union ~~monthly~~**.** ~~with a record of those employees for whom deductions have been made~~.

~~10.~~ **Section 10.** Any dispute arising out of the interpretation or application of this ~~Section~~ **Article**, when reduced to writing as a grievance, shall be **introduced** ~~subject to the Grievance Procedure by initially referring~~ ~~the grievance to~~ **at** ~~Stage~~ **Step** Three **of the grievance procedure**. The grievance ~~thereafter~~ may be processed in accordance with the provisions of ~~Section~~ **Article** Twelve.

~~11.~~ **Section 11.** Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of or continue membership in or to pay a sum equal to Union ~~monthly~~ dues, or to continue to pay any sums equal to the monthly Union dues, as a condition of employment, if it is determined that ~~such~~ **the practice** is unlawful by the NLRB or by any court or administrative body of competent jurisdiction. It is understood and agreed that the Union will defend, save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this ~~Section~~ **Article** by the Company.

~~11-A.~~**Section 12.** The Company shall ~~pay for publishing~~ **make** a copy of this Agreement **available electronically** for ~~each~~ employee**s**. ~~The Union shall distribute the Agreement and such time spent doing so will count toward the six (6) hours per week provided in Section 11 (Union Representatives).~~