ARTICLE 7 – ASSOCIATION MEMBERSHIP SECURITY AND CHECK-OFF

Section 1. The County agrees to deduct once each month the Association membership dues of those Association members who individually authorize such deductions in writing on a form supplied by the Association. The Association shall provide written authorization to deduct and/or cease deduction of membership dues to the County within ten (10) calendar days of receiving a membership application form or opt out request form from any nurse who is a member of the bargaining unit and the Association agree to a "Fair Share" agreement for all employees in the bargaining unit. Except as hereinafter provided in Section 3, each employee who, thirty (30) days after their date of hire or any date thereafter, is an employee of the County and a member of the bargaining unit which the Association serves as a certified agent but who is not a member, and inasmuch as it is required that the Association represents every employee within the bargaining unit, making each employee thus a recipient of the Association’s services, it is mutually agreed and recognized by the parties that each employee shall proportionately and fairly share in the cost of the collective bargaining process.

Therefore, the cost per employee is fixed proportionately at the number of dues uniformly required by each member of the Association, which amount shall be deducted monthly from Association member’s and each non-Association member’s compensation and remitted monthly in the aggregate to the Association.

Section 2. Such uniform amounts as the Association certifies to the County as the monthly dues approved by the members of the Association shall be the amount deducted hereunder.

Section 3. A like amount in lieu of dues will be automatically deducted from all employees in the bargaining unit who have not signed an authorization requesting Association membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the constitution and bylaws of the Association.

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
1 Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

3 Section 4. Any individual employee who has an objection to Association membership or a "Fair Share" based on a bona fide religious tenet or teaching of a church or religious body of which the employee is a member shall inform the Association and the County in writing as to the nature of his/her objection. The County may upon receipt of such notice and confirmation with the Association immediately cease making payments pursuant to Section 4 and may retain such amounts equivalent to regular monthly dues until resolution of the matter is reached with the Employee and the Association. The employee and the Association shall meet within fifteen (15) days after receipt of the notice to determine the payment of such amounts by the County to a bona fide non-religious charity agreed to by the Association and the employee.

15 Section 35. If the County acts in compliance with the provisions of this Article, the Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's enforcement of this Article.

20 Section 4. The County will provide the Association with a quarterly list of nurses showing: name, address, date of hire, job classification, OSBN license number, telephone number and FTE status. The County will also provide a list of newly hired nurses with the same information and the names of terminated nurses whenever a member of the bargaining unit is hired or terminated.