ARTICLE X - UNION MEMBERSHIP

X.1. Membership **–Unless a Hospital Caregiver chooses to utilize the opt-out process**, a~~A~~ bargaining unit member, as defined in this agreement, employed on or after the effective date of this Agreement will, as a condition of employment, within **ninety (90)**~~thirty (30)~~ days after the effective date of this Agreement (or **ninety (90)**~~thirty (30)~~ days after their hire date), become and remain a member of the Union (or, alternatively, make payment of an agency fee in lieu of dues to the Union to cover the costs of performing its duties as exclusive bargaining representative, including bargaining and administering this Agreement).

X.2. **Opt Out. Hospital caregivers who are employed on the date of ratification of this Agreement and who do not wish to be members of the Union may decline membership in the Union by providing written notice of such intent to the Union by email or mail, with a postmarked or sent date on or before the date following 90 days of the date of ratification. Caregivers hired after the ratification date of this Agreement shall have 90 days from their date of hire to notify the Union in writing of their intention not to join the Union. Such notices may be sent by email or mail during the 90 day period and sent to the Union's offices with a copy sent to the Hospital's Human Resources Department. If a caregiver fails to exercise this option within the 90 day period, then that caregiver shall be required to become and remain a Union member in good standing within 120 days from the date of hire or ratification, whichever is later.**

X.3. **Remedy for Non-Payment.** If a bargaining unit member is not in compliance with the provisions in this section, the Union will notify the bargaining unit member in writing that they are delinquent in the satisfaction of their obligations, and will provide a copy of the notice to the designated Human Resources Consultant of the ~~Medical Center~~ **Hospital**. The Union will allow the bargaining unit member a reasonable period of time of not less than ~~fourteen (~~14~~)~~ days to **rectify** ~~cure~~ the delinquency. If the bargaining unit member fails to **rectify** ~~cure~~ within the allotted time, then the Union may contact the designated Human Resources Consultant for the purpose of proceeding with termination of employment. ~~Should a termination occur, a duly authorized representative of the Union will be present for the termination proceeding.~~

~~**Religious Exemption.** A bargaining unit member who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Union; except that such bargaining unit member shall contribute an amount equivalent to the Association dues or agency fee to a nonreligious, tax-exempt charitable fund of their choice for the duration of the membership or payment requirements had they been applicable.~~

X.4. **Dues Deduction.** The ~~Medical Center~~ **Hospital** will deduct Union membership dues/agency fees from the salary of each bargaining unit member who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the ~~Medical Center~~ **Hospital** setting forth the standard amount of the deduction. Deductions shall be

made monthly and remitted monthly to the Union. Changes in amounts to be deducted from a tech's wages will be made on the basis of specific written confirmation by the Union received not less than one (1) month before the deduction. The ~~Medical Center~~ **Hospital** shall furnish electronically to the Association, on a monthly basis, a current alphabetical listing of the names and caregiver identification numbers, along with the amount deducted, for each caregiver in the bargaining unit. ~~The list shall also include new hires and terminations shall be indicated on the listing.]~~

X.5. **Maintenance of Deduction**. A~~n~~ Caregiver may terminate any authorized payroll deduction for Union dues or agency fees by sending written notice via **Email or** U.S. mail to the Union and **Hospital** ~~Employer~~ during **a** ~~the~~ period~~s~~ not ~~less than 30 days and not~~ more than 45 days before either (1) the annual anniversary date of this agreement, or (2) the date of termination of the applicable contract between the **Hospital** ~~Employer~~ and the Union. This authorization shall be automatically renewed from year to year unless the Caregiver revokes it in writing.

X.6. **Indemnification.** The Union shall be obligated to hold the **Hospital** ~~Employer~~ and its officers, caregivers, and agents, free and harmless from any claims or damages from any party whatsoever for any actions taken in connection with making dues deductions in accordance with this article. Further, the Union shall pay for the defense of any such action against the **Hospital** ~~Employer~~ and shall indemnify the **Hospital** ~~Employer~~ against any and all claims or damages which may originate from this article or the dues deduction process.

X.7. **Agency Fee Payment in Lieu of Dues.** Agency fee payments in lieu of dues will be less than or equal to the regular monthly Union dues as established by the Union and subject to the rights and requirements set forth **by applicable law**. ~~in Communications Workers of America v. Beck, 487 U.S. 735 (1988).~~