

ARTICLE II Checkoff

To the extent permitted by State law, the following will apply:

1. All employees whose classifications are contained in Schedule A of this Agreement and who do not elect to become members of the United Steelworkers of America, AFL-CIO-CLC, Local 13796, their exclusive bargaining representative, shall, as a condition of employment, pay to the Union, directly or by way of a proper authorization for payroll deduction to the Company, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which payment shall be limited to an amount equal to the Union's regular and established initiation fee and its regular and established monthly dues. Employees who fail to comply with the foregoing provision will, upon written notice by the Union to the Company, be placed upon five (5) calendar-day notice and at the end of such notice period, having failed to comply with the provision, will be removed from the active service of the Company. Having been so removed the employee will have no re-employment or seniority rights with the Company or any other right or benefit of any sort whatsoever. Employees affected by this provision shall comply within thirty-one (31) days after employment.

2. The Company will check off monthly dues, assessments¹ and initiation fees each as designated by the International Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards in forms agreed to by the Company and the Union.

Any employee, hired into, transferred into or organized into this bargaining unit will receive a "packet" supplied by the Local Union and issued by the Company at the time said employee comes into the jurisdiction of this bargaining unit. The Company will not be responsible for maintaining a supply of packets or assume any penalty in connection with this provision.

¹Note: "Assessments" shall mean only those assessments approved by the Union under its Constitution and uniformly imposed upon the membership, and shall not include fines of any nature.

At the time of her employment the Company will provide each new employee an authorization for the checkoff of Union dues in the form agreed upon. Should the employee elect to sign the checkoff card a copy of such authorization card for the checkoff of Union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such employees.

In the event said employee refuses to sign a check-off card at the time of her employment, the Company will send the Local Union office a receipt signed by the employee, or noted otherwise, stating that she received her Union packet on the date she was employed under the jurisdiction of this bargaining unit. These receipts will be mailed weekly to the Local Union Office in stamped envelopes provided by the Union.

At the close of each week, the Company will furnish to the President of the Local Union and to the office of the United Steelworkers and Financial Secretary, a list of any employees hired into, transferred into or organized into the jurisdiction of this bargaining unit, also any removals or transfers out of this bargaining unit. The list of new employees will include the addresses of such employees and the date of employment for those whose classifications are contained in Article XXIII, Schedule A and such employees will be listed by districts and operating departments.

New check-off authorization cards will be submitted to the Company through the Financial Secretary of the Local Union at intervals no more frequent than once each month. On or before the last day of each month the Union shall submit to the Company a summary list of cards transmitted in each month.

Deduction on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization cards or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from the first pay closed and calculated in the succeeding month.

In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following month, provided, however, that the accumulation

of dues shall be limited to two (2) months. The International Treasurer of the Union shall be provided with a list of those employees for whom double deductions have been made.

The Union will be notified of the reason for non-transmission of dues in case of layoff, discharge, unit transferal, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

With respect to check-off authorization cards submitted directly to the Company, the Company will deduct initiation fees unless specifically requested not to do so by the International Treasurer of the Union after such check-off authorization cards have become effective. The International Treasurer of the Union shall be provided with a list of those employees for whom initiation fees have been deducted under this paragraph.

The provisions of this Section 2 shall be effective in accordance and consistent with applicable provisions of Federal law.

3. The Union will participate in the new employee initial orientation program, and in later orientation programs when presented.

4. The Company agrees that should any future retiree submit a voluntary Dues check off card to the Company the Company will withdraw that amount from the retirees Pension check and submit the same amount to the SOAR Chapter designated on the Voluntary check off card in the employee's name.

5. The Company shall remit the total amount thus deducted to the International Treasurer of the International Union, not later than the fifteenth (15th) day of the following month. An alphabetical list of the employees covered thereby shall be sent to the Financial Secretary of Local Union 13796.

6. The Union agrees to indemnify and hold the Company harmless from and against any and all claims, demands, actions, suits, or any other types of liability that may result from any action taken by the Company pursuant to Section 2 of this Article or in reliance on any notice, list, or other written information received by the Company from the Union or any employee regarding Section 2 of this Article.

7. Should a member wish to revoke their membership in the Union, they must do so in accordance with the proper Union procedures, as defined on the Check Off card.