

Reference to: REPRESENTATION FEE

ARTICLE XII - A

LIBRARY  
Institute of Labor Relations

JUL 20 1988  
RUTGERS UNIVERSITY

AMENDMENT TO THE CONTRACT

This Amended Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1989. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and attested by its Secretary, and the Board has caused this Agreement to be signed by its President and attested by its Secretary, all on the day and year first above written.

ATTEST:

MONMOUTH COUNTY VOCATIONAL  
SCHOOL BOARD OF EDUCATION

Betty A. Petro  
Betty A. Petro, Secretary

By: Sidney B. Johnson  
Sidney B. Johnson, President

ATTEST:

MONMOUTH COUNTY VOCATIONAL SCHOOL  
SECRETARIES' ASSOCIATION

Gloria A. Petro  
Gloria A. Petro, Secretary

By: Geraldine Chadwick  
Geraldine Chadwick, President

Monmouth County Board of Education  
of the Vocational Schools in the County  
of Monmouth  
and

Monmouth County Vocational School  
Secretaries Assn.

X July 1, 1988 - June 30, 1989

## REPRESENTATION FEE

### A. Representation Fee

If a permanent employee does not become a member of the Union during any membership year (from July 1st to the following June 30th, for 12 month employees; or September 1st to the following June 30th, for 10 month employees) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Board of Education by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

### B. Procedure

1. Notification: Prior to September 1st (12 month employees) or November 1st (10 month employees) of each year, the Union will submit to the Board of Education a list of those employees who have not become members of the Union for the then current membership year. The Board of Education will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.
2. Payroll Deduction Schedule: The Board of Education will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Board of Education; or (b) thirty days after the employee begins his or her regular and temporary employment over 90 days in a bargaining unit position.
3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.
4. Changes: The Union will notify the Board of Education in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Board of Education receives said notice.

5. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective the Board of Education will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.
6. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board of Education before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Board of Education will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

C. Indemnification

With respect to dues deductions, representation fee deductions, and the Unions demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Board of Education harmless against any and all claims, demands suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board of Education pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the Board of Education in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.