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OF STATE, COUNTY AND MONICIPAL EXPLOYERS, AND/CTO

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The attached new: <u>Section 3.02</u> replaces the current section, which indicated that the Agency Shop proposal was to be renegotiated in 1982 as a reopener.

IN WIENESS WHEREOF, the parties hereto have caused those Presents to be signed by their proper officers and attested to on the twentieth day of December, 1981.

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ATTESTLO:

LOCAL 2286, AMERICAN PROPROMISSION OF SERVE, COUNTY AND REMICIPAL EMPLOYERS, ANY -CIO

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Edward M. Book

-02/ Day Sheet ---

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Section 3.02

Any employee in the Bargaining Unit on the effective date of this Agreement (January 1, 1982) who does not join the Union Within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five per cent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision.