

**ARTICLE 5**  
**AGENCY FEE**

**Section 1.**

Each employee who elects not to join or maintain membership in the Association ~~may pay~~ shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, a service fee to the Association in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Association.

**The service fee deduction and transmittal shall be done in the same manner as provided for in Article 4, Sections 2 & 3 of this Agreement.**

**Section 2.**

~~The Association shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency fee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.~~

**Section 3.**

~~Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.~~