

ARTICLE XXII - AGENCY SERVICE FEE

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay or, by payroll deduction, shall have paid to the Association an agency service fee that shall be in an amount not greater than such amount as is permitted by law; provided, however, that no such payment or deduction shall include any amount that represents a cost not related to collective bargaining and contract administration, all as is required by the provisions of 456 CMR 17 of the Rules and Regulations Relating to the Administration of Chapter 150E of the General Laws as such Rules and Regulations have been promulgated, and as they may be amended from time to time, by the Labor Relations Commission. Such fee so required to be paid shall be payable on or before the thirtieth (30th) day next following the beginning of employment of such member of the bargaining unit or on or before the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

Such fee may be paid by payroll deduction as so authorized pursuant to an Agency Service Fee Deduction Authorization as set forth in Appendix K of this Agreement; provided, however that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.

Any other provisions of this Agreement to the contrary notwithstanding, every unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board with effect no later than the end of the semester during which the Board shall have acted to dismiss him/her in accordance with the provisions of this Article XXII; provided, however, that such dismissal shall be effected by notice promptly issued by the Board to such unit member within fourteen (14) days after the Association shall have notified the President that such unit member has not fulfilled the condition herein prescribed. Such notice shall be sent by certified mail, return receipt requested, and shall give such unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board shall grant such unit member such opportunity to respond to such notice as the Board may from time to time prescribe for the purposes of this provision.

Upon request of the Board, the Association President shall certify in writing that the Association has complied with the applicable rules and regulations promulgated by the Massachusetts Labor Relations Commission for the payment of an agency service fee.

Whenever such unit member shall not have fulfilled the condition within the prescribed time periods provided above, the Board, at its next regularly scheduled meeting, shall act to dismiss him/her following the expiration of the time period provided above; provided, however, that the Board need not so act if such unit member fulfills said condition prior to the date of such meeting.

Copies of all correspondence between the Board or its agents and the unit member shall be simultaneously forwarded to the President of the Association.

The provisions of Article XX, Section L, shall be of no application to this Article.

Any Board or any person or body authorized to act on its behalf shall, when complying with the provisions of this Article, be indemnified by the Association from any action which may arise when such person or body so authorized relies upon the written certification of the President of the Association that it has complied with the applicable regulations of the Labor Relations Commission governing the payment of an agency service fee.

Any other provisions of this Agreement to the contrary notwithstanding, part-time unit members who are not also members of the Association are required to pay an Agency Service Fee.