

Article 3 – Check-Off / Union Security

- A. The Hospital and the VFNHP recognize the right of any nurse to become and remain a member of the VFNHP or to refrain from becoming and/or remaining a member of the VFNHP, and neither party will interfere with any nurse in the exercise of that right.
- B. Each Nurse shall, as a condition of employment, beginning on the thirtieth (30) calendar day following either the commencement of employment or the effective date of this agreement, whichever is later, either be a dues- paying member of the VFNHP or pay a service fee to the VFNHP . A bargaining unit employee who fails to maintain membership in good standing or pay service fees as required by this Article shall, within ten (10) business days, following receipt of a written notice from the VFNHP requesting her/his discharge, be subject to discharge if, during such period, the dues or service fees have not been tendered .
- C. The Hospital agrees to deduct VFNHP Dues, Initiation Fees and/or Agency Service Fees from the wages of each bargaining unit employee and forward such dues to the VFNHP bank account by wire transfer on a monthly basis, subject to the provisions of this Article.
- D. The VFNHP shall designate the same, specific dollar amount for each bargaining unit employee and/or fixed percentage of base wage rate for VFNHP Dues, Initiation Fees and/or Agency Service Fees in writing to the Hospital on an annual basis prior to December 1 of each year. The designations cannot be changed during the calendar year for which they apply.
- E. Upon receipt of a written authorization signed and dated by a bargaining unit employee on a form approved by the Hospital, the Hospital shall deduct, from the bargaining unit employee's pay, the appropriate VFNHP Dues, Agency Service Fees and/or Initiation Fees payable by the bargaining unit employee to the VFNHP during the period provided for in the authorization. The dues check-off authorization may be revoked by the bargaining unit employee at any time by submitting a written revocation to the VFNHP and/or Hospital. Said revocation shall be in effect on the date of receipt by the VFNHP or Hospital or the day after the revocation is mailed to the VFNHP or Hospital, whichever is sooner.
- F. Deductions shall be made based on the bargaining unit employee's pay cycle.
- G. The Hospital shall not be required to make deductions with respect to any bargaining unit employee for a payroll period in which the bargaining unit employee:
 - 1. Is in an unpaid leave status for the pay period;
 - 2. Is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period; or
 - 3. Has a net pay before any voluntary deductions other than for benefits such as health, life, dental, vision, disability insurance, or retirement benefits, which is

less than the amount of VFNHP Dues, Agency Service Fees or Initiation Fees to be deducted.

Regardless of the above, it is understood that all CTO payments are subject to VFNHP dues deductions, including CTO cash outs, just as dues are normally taken from paid CTO.

It is also understood that bargaining unit employees on partial disability will pay dues on all hours actually worked and on all other paid non-disability hours.

- H. This Article and any check-off authorization covered by this Agreement will become null and void upon expiration of this Agreement unless the Hospital and the VFNHP agree in writing to extend this provision.
- I. The VFNHP will hold the Hospital harmless and indemnify the Hospital for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the Hospital as a result of this Article.