

ARTICLE XXII

DUES AND CHECKOFF

22.1 Dues and Assessments

All officers covered by the terms of this Agreement who are members of the PBPA shall be required to pay uniform dues and assessments in amounts certified by the PBPA. Officers covered by this Agreement are not required to join the PBPA or maintain PBPA membership as a condition of employment, but shall pay a service charge or fair share amount to the PBPA, not to exceed the normal PBPA dues and assessments, being their proportionate share of the costs of negotiating and administering this Agreement. The amount certified by the PBPA shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing herein shall preclude an officer from making voluntary political contributions in conjunction with his fair share payment.

22.2 Authorization

The PBPA will supply all the necessary documents for checkoff in the form set forth in Appendix E.

22.3 Checkoff

The Employer shall check off PBPA uniform dues, special assessments and other certified amounts on presentation of voluntarily and individually executed revocable checkoff authorization forms in the form set forth in Appendix E. The Employer shall deduct from the salaries of the officers executing such authorizations the amounts certified to the Employer by the Secretary of the PBPA.

22.4 New Employees

Notwithstanding any of the foregoing, new officers who sign checkoff authorization cards are eligible for checkoff only after thirty (30) days of employment.

22.5 Involuntary Deduction

In the event that an officer covered by the terms of this Agreement shall not voluntarily sign a checkoff authorization or in the event that an officer who has previously signed an authorization objects to a specific

deduction or assessment, the Employer shall make an involuntary checkoff in the amount previously certified to the Employer by the Secretary of the PBPA and forward such sums to the PBPA. Should an officer object to this procedure based upon bona fide religious tenets or teachings of a church or religious body of which such officer is a member, that officer may be required to pay an amount equal to his fair share to a nonreligious charitable organization mutually agreed to by the affected officer and the PBPA. If the officer and the PBPA are unable to agree upon a nonreligious charitable organization, the payments may be made to any of those organizations listed in Appendix F, attached hereto and made a part hereof.

22.6 Fair Share Objections

Officers subject to fair share deductions shall be afforded notice and a reasonable opportunity to object to or question such deductions. Any objections to the fair share assessment shall be resolved in accordance with the provisions and procedures set forth in Appendix G or of the Illinois Public Labor Relations Act.

22.7 Indemnification

The PBPA shall indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken pursuant to these checkoff provisions.

22.8 Transmittal

All sums deducted from an officer's salary as per the terms of this Article shall be transmitted by the Employer to the Treasurer of the PBPA not later than two days of the date that the sum was so deducted.

ARTICLE XXIII

SALARIES

23.1 Salaries

Officers shall be compensated in accordance with the salary schedule set forth in Appendices A and B, attached hereto and made a part hereof, for the term of this Agreement. Retroactive pay shall be limited to those officers still in the active, full-time service of the Department on the date of the execution of this