

ATTACHMENT D

SUGGESTED ASSOCIATION BYLAW PROVISION

ARTICLE _____

OBLIGATION OF MEMBERS TO PROVIDE CONTINUED FINANCIAL SUPPORT

AUTOMATIC DUES INCREASE

- (1) The activities of the Association are supported by membership dues, as well as local and national industry fund contributions made in accordance with the provisions of collective bargaining agreements that have been negotiated pursuant to Article (*insert appropriate bylaw reference*). It is essential that the Association receives continuous financial support even though the obligation to make Industry Fund contributions is interrupted as a result of a labor dispute, including the elimination of such obligation at the insistence of the Union. In the event that the contractual obligation to contribute to the local industry fund, or the Industry Fund of the United States (IFUS), is eliminated, either directly or indirectly, from any such collective bargaining agreement, a member's dues shall automatically be increased by the hourly contribution amount that is equivalent to what the member would pay as industry fund contributions under the terms of such agreement, if such a contractual obligation had remained in effect. Such increased dues shall remain in effect until such increased dues are suspended or modified by action of the Board, and they shall be transmitted to the Association, accompanied by appropriate reporting forms, at such times and in such manner as may be specified by the Board. Any portion of such dues resulting from the elimination of the contractual obligation to contribute to the Industry Fund of the United States shall be remitted to IFUS by the Association on or before the 20th day of the succeeding month, in the manner specified by the trustees of IFUS.

SURVIVAL OF CERTAIN FINANCIAL OBLIGATIONS BEYOND RESIGNATION OF MEMBERSHIP

- (2) A past member's obligation to pay dues referenced in (1) shall continue during the term of any such collective bargaining agreement actually in effect on the date that the member tenders its resignation from the Association, and, during the term of any subsequent collective bargaining agreement, contract modification, or extension that is being negotiated by the Association as of the date that such resignation is tendered. This obligation of the member is fixed as of the date that the resignation is tendered, and it shall be discharged by making the dues contributions referenced in (1) through the termination date of the collective agreement, contract modification, or extension that is negotiated by the Association having the latest expiration date.
- (3) In the event that there is reasonable cause to believe that a member is not paying the proper amount, the Association may require such employer to make available for examination such records as may be necessary to determine whether the amount paid is correct. The records may be examined by a representative authorized by the trustees. In

the event that the Association brings any action to enforce the obligations of this Article, including legal proceedings in any court, the Association shall be entitled to recover all of its costs, expenses, and attorney's fees in the matter. These remedies shall be in addition to any that may be set forth in the collective bargaining agreement, and the Association need not exhaust any remedies in the collective bargaining agreement prior to the commencement of any legal proceeding.