

Nebraska should reimburse this individual for that expense over that period of time. I encourage the body to reject this amendment. I think this is a problem between an individual member of a union and the union leadership. I think there's more to this than...than what people are seeing. The reason that there's a dilemma and people have a hard time understanding the nuances of this case is because I think that this is basically a problem that is a matter to be settled between the union membership and this, and the union leadership. I don't think it's good policy for the state of Nebraska to become embroiled in every time someone has a problem with their membership. I think this undermines our concepts of collective bargaining and contractual obligations. I would encourage the membership not to adopt the Dierks amendment. I think this is best settled elsewhere. I think it is an important...it is very important to preserve the concept of the union, collective bargaining negotiations of their board, their bylaws, and this does nothing but basically undermine that. I would encourage the body not to adopt the Dierks amendment. Thank you.

SPEAKER WITHEM: Senator Schimek.

SENATOR SCHIMEK: Yes, thank you. Mr. President and members of the body, I was one of those who had my red light on because there was an additional piece of information which I wish to share with the body. But before I do that, I would like to go back to Senator Janssen's discussion a little while ago about magazine subscriptions, which may or may not be terribly pertinent. But he and I were having the discussion that basically what this monthly withholding permits is that the union member pay their dues in monthly installments instead of up-front at the beginning of the year. And it's...in a way, it's a convenience. I think when that union employee makes that commitment to membership, they've made the commitment to pay \$250 or whatever it is, but they pay it in installments. So I think the rationale is certainly good. And, again, as I said, it has been a negotiated item. But the point I wanted to make, and that is, it comes from the labor contract between the state and the employees. And it does say, on page 4, item 2.10, that the union shall indemnify the employer and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the employer for the purpose of complying with the provisions of Section 2.5 through 2.9 and Section 2.15, which