

ARTICLE 10: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

10.1 Dues Deduction

- 10.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to unit members electing membership in the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Provided that the Association has complied with the requirements of Education Code Section 45060, the Association may, by formal notice, increase or decrease the dues payment without resolicitation and authorization from unit members.
- 10.1.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10th) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated from the date designating start of membership to allow completion of the dues by the end of the school year.
- 10.1.3 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues, the District agrees to remit them according to the requirements of Education Code 45060 along with such documentation as is normally provided for such deductions.

10.2 Maintenance of Membership

- 10.2.1 The Association and the District agree that any unit member who is a member of the Association at the time of this Agreement becomes effective, or who enrolls during the term of the Agreement, shall maintain such membership from year to year unless revoked in writing within a period of thirty (30) days following the expiration of this or any successor written agreement.

10.3 Organizational Security

- 10.3.1 Any unit member who is not a member of the WTA/CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association; or pay to the Association a fee equal to the amount determined to be the percentage of dues attributable to the cost of collective bargaining expenses. Such amount shall be payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, or the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 10.1.2 of this Article. In the event that a unit member does not pay such fee directly to the Association or authorize payment through payroll deduction as provided in Section 10.1.2, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in section 10.1.2 of this Article. There shall be no charge to the Association or unit member for such mandatory organizational security deductions.
- 10.3.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support WTA/CTA/NEA as a condition of employment; except that such unit members shall pay, in lieu of a service fee, sums equal to such service fee to one of the non-religious, non-labor organizations charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue (listed below), or

pay to the Association a fee in the amount determined to be the amount attributable to the cost of allowable collective bargaining expenses. It is agreed that this amount is carefully tailored to minimize any infringement on a unit member's constitutional rights and shall be provided the District by WTA/CTA/NEA at least thirty (30) days prior to the District's responsibility to collect it. The unit member may pay the fee to the Association in one lump sum cash payment in the same manner as required for payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 10.1.2 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and provide the District with copies of the information concerning the justification of the fee previously provided the unit member, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 10.1.2 of this Article. Any charge for the deduction shall not exceed the actual cost to the District of the deduction including start up and ongoing costs.

- . American Cancer Society
- . American Heart Fund

- 10.3.3 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 10.3.2 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 10.1.2 and 10.3.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of organization security fee has been made. Such proof shall be presented on or before the first working day of the second month of each school year.
- 10.3.4 Any unit member making payments as set forth in Sections 10.3.2 and 10.3.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.
- 10.3.5 With respect to all sums deducted by the District pursuant to Sections 10.1.2 and 10.3.2 above, whether for membership dues or organization security fee, or for becoming a member of the organization and paying the required membership fees, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 10.3.6 With respect to all sums deducted by the District pursuant to Sections 10.3.1 and 10.3.2, the District agrees to remit them according to the requirements of Education Code Section 45061 along with such documentation as is normally provided for such deductions.
- 10.3.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 10.3 of this Article.

10.4

Hold Harmless

10.4.1

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any action challenging the agency fee provisions of this Agreement or their implementation, and agrees to pay any judgment or settlement liability arising out of such challenges. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.