

## ARTICLE 3 - PAYROLL DEDUCTIONS

- 3.1 Any teacher who is a bargaining unit member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessment in the Association. Such authorization shall continue in effect from year to year, unless revoked in writing by the individual between May 1 and June 15 of any year. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months.
- 3.2 Deductions for bargaining unit members who sign such authorization after the commencement of the school year, shall be appropriately prorated, commencing with the month of employment.
- 3.3 The Association shall indemnify, defend and hold harmless the District, the District's Board of Education (including each individual School Board member), employees acting within the scope of their employment, and agents and representatives of the District against any and all claims, demands, suits or other forms of liability, including but not limited to, wages, damages, judgment or settlement which may arise by reason of, or resulting from, the operation of Article 3 - Payroll Deductions of this Agreement, the claims, demands, suits or other forms of liability, including, but not limited to, court costs, attorney fees and all other costs of litigation.

Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Association because of such action, shall or shall not be compromised, resisted, defended, tried or appealed. The Association's decision thereon, shall be final and binding upon all parties protected by this Section 3. This paragraph shall not be construed as a waiver on the part of the District, Board of Education or any individual protected by this section, of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within the ten (10) days of proper service of a claim, demand, suit or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

- 3.4 The Association agrees to furnish any information needed by the District to fulfill the provision of Article 3 – Payroll Deductions.
- 3.5 Those bargaining unit members who are on paid leave, including part time employees, shall continue to pay dues to the Association or their "fair share".
- 3.6 Bargaining unit members with payroll authorizations on file who are on unpaid leave of absence, shall have said authorization continue in effect upon return to active duty, unless appropriately modified pursuant to this Article 3 – Payroll Deductions.
- 3.7 Any bargaining unit member who is not a member of the Association or who does not make application for membership within thirty (30) calendar days of the effective date of this Agreement or within thirty (30) calendar 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 service fee. The service fee shall be established by the Association. The service fee shall be payable to the Association in a one lump, cash

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payment in the same manner as required for the payment of membership dues provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Section 3.1 of Article 3 – Payroll Deductions. In the event that a bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in Section 3.1 of Article 3 – Payroll Deductions, 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 3.1. There shall be no charge to the Association for such mandatory service fee deductions.

- 3.8 In the event a bargaining unit member cannot, for reasons of religious objection as provided for in Government Code Section 3546.3, pay the service fee to the Association, he/she shall not be required to join, maintain membership in or financially support the Association as a condition of employment, except that such bargaining unit member shall be required in lieu of the service fee, to pay a sum equal to such service fee to either the United Way, American Cancer Society or the American Heart Association. Such payment shall be made within thirty (30) calendar days of the effective date of this Agreement or with thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit.

Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 3.1 and 3.2. 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 the service fee, has been made. Such proof shall be presented on or before October 1 of each school year.

- 3.9 The Association as the exclusive representative of all the employees in the bargaining unit, will represent all such employees. Membership in the Association shall be made available to all employees who apply, consistent with the Association Constitution and By Laws.
- 3.10 Accompanying all deductions paid to the Association shall be an alphabetical list of teachers for whom such deductions have been made.
- 3.11 Upon appropriate written authorization from any bargaining unit member, the Board shall deduct from his/her salary and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other new plans or programs jointly approved by the Association and the Board.
- 3.12 All authorized payroll deductions will be mailed no later than the tenth (10th) working day of any payroll month.
- 3.13 The provision of Sections 3.2 and 3.3 shall only be implemented upon a majority vote of voting bargaining unit members. The election is to be conducted by the Public Employment Relations Board. The cost of such an election, if any, shall not be borne by the District.