# ARTICLE XIV

# PAYROLL DEDUCTIONS

## Section 1. Professional Dues or Fees and Payroll Deductions

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, ~~initiation fees~~ and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-eleventh of such dues from the regular salary check of the employee each month for eleven (11) months. ~~Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.~~ The District shall remit the dues to CTA Burlingame within ten (10) working days.

## Section 2. ~~Charitable and~~ Other Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member, and make appropriate remittance for, insurance option premiums, annuities, credit union, savings bonds, donations to bona fide charitable organizations as approved by the Federal Internal Revenue Service, and any other plans or programs jointly approved by the District and the Association.

## ~~Section 3. Agency Fee~~

A. ~~Agency Fee/Deduction~~

1. ~~Requirement of Non-members to Pay Agency Fee~~

~~Effective August 26, 2003, as a condition of continued employment, unit members must either join the Association or pay a fair share service fee called an agency fee. The District shall deduct from any payments for services performed due to unit members who are not members of the Association, the amount of the agency fee and pay that amount to the Association. The amount of the fee shall not exceed the dues that are payable by members of the Association, and shall cover the cost of negotiations, contract administration, and other activities of the Association that are germane to its functions as the exclusive bargaining representative. Agency fee payers have the right, pursuant to regulations adopted by the Public Employment Relations Board, to receive a rebate or fee reduction upon request, of that portion of their fee that is not devoted to the cost of negotiations, contract administration, and other activities of the Association that are germane to its functions as the exclusive bargaining representative. The costs covered by the fee may include, but shall not necessarily be limited to, the cost of lobbying activities designed to foster collective bargaining negotiations and contract administration, or to secure for bargaining unit members advantages in wages, hours, and other conditions of employment in addition to those secured through meeting and negotiating.~~

1. ~~Duration~~

~~Agency fee shall remain in effect unless it is rescinded pursuant to the regulations of the Public Employment Relations Board. If agency fee is rescinded, a majority of all employees in the bargaining unit may request that it be reinstated by petition to the Public Employment Relations Board according to PERB regulations.~~

1. ~~Names and Address of Unit Members~~

~~The District shall provide to the Association the home address of each unit member so that the Association can comply with the notification requirements set forth in this Article and the notification requirements set forth by the United States Supreme Court in Chicago Teachers Union v. Hudson (1986) 475 U.S. 292.~~ See Article XII for AB 119 language

~~B~~. A. Association Obligations

The Association or its agents shall comply with all of the following:

1. Dues Year and Fiscal Year

The Association shall notify unit members and the District of the dates of its fiscal year and its dues year.

2. ~~Annual Notice to Nonmembers~~

~~At least thirty (30) days prior to collection of the agency fee or concurrent with the initial agency fee collection, the Association shall send written notice to each non-member who will be required to pay an agency fee. Such written notice shall include the amount of the agency fee which is to be expressed as a percentage of the annual dues per member based upon the chargeable expenditures identified in the notice; the basis for the calculation of the agency fee; and the procedure for appealing all or any part of the agency fee. All such calculations shall be made on the basis of an independent audit that shall be made available to the non-members.~~

3. ~~Agency Fee Objections~~

~~Agency fee objections must be filed in writing not later than thirty (30) days following distribution of the notice required by paragraph B.2 of Section 3 of this Article. Such objections shall be filed with the Association who shall request a prompt hearing regarding the agency fee before an impartial decision maker if the objection cannot be resolved. Interest at the prevailing rate shall be paid by the Association on all rebated fees.~~

~~C~~. B. District Remittance of Funds

With respect to all membership dues ~~or agency fees~~ which are deducted by the district pursuant to voluntary authorization forms ~~or as required by the agency fee provision,~~ the District agrees to remit such monies to the Association promptly.

~~D.~~ ~~Notwithstanding any other provision of this Article, any bargaining unit member whose long standing philosophical beliefs or membership in a religious body with traditional tenets or teachings which include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of a lawful agency service fee to the Association, to pay an amount equal of the lawful agency fee to any nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code. Proof of payment to any fund shall be made on an annual basis to the Association. Any dispute between the employee and the Association over the eligibility of any bargaining unit member under this provision shall be resolved pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.~~

~~E.~~C. The Association shall indemnify and hold harmless the District from any claims, demands, or lawsuits arising out of or from the provisions of this Article, ~~including the agency service fees provision~~. The District agrees to notify the Association in writing within thirty days after receipt of any written claims, demands, or lawsuits arising out of or from the provisions of this Article. Upon written request from the Association, the District will consult with the Association about the defense of any written claims, demands, or lawsuits. If a settlement offer is made by anyone filing a claim, demand, or lawsuit, and the Association requests that the District accept the settlement offer, the District shall accept the settlement offer if it does not adversely affect the District. The Association shall determine, after conferring with the District, whether any claim, demand, or lawsuit is to be compromised, tried, and/or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the Association against the District.