

ARTICLE 21 - ORGANIZATIONAL SECURITY

21.1 Dues Deduction of Members

21.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association.

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21.1.2 Any unit member who is a member of the CTA/NEA, or who has applied for membership, may sign and deliver to the ~~District-Association~~ an assignment authorizing deduction of unified membership dues and initiation fees in the Association. The Association shall transmit such assignments to the District. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months, or one-twelfth (1/12) of such dues for twelve (12) months, as appropriate. Deductions for unit members 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.

21.1.3 Association members who currently have authorization cards on file for dues deduction at the date of this Agreement need not be resolicited. Upon written request from the Association, Association dues and fees shall be increased or decreased without resolicitation and authorization from unit members provided such existing authorizations are legally sufficient.

21.2 Maintenance of Membership

21.2.1 The Association and the District agree that any unit member who is a member of the Association at the time 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 between July 1 and July 31 of the year in which this Agreement terminates~~the Association notifies the District that the unit member is no longer a member of the Association.

21.3 Agency Fees

~~21.3.1 Any unit member who is not a member of the CTA/NEA, or who does not make application for membership within thirty (30) days of the operative date of this Article, or 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 in an amount authorized by Section 3540.1(i) (2) of the Government Code and consistent with legal requirements. It shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate.~~

~~The fee shall be payable to the Association in one lump sum cash payment within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, or within thirty (30) days from the operative date of this Article.~~

~~In the event that a unit member does not pay such fee directly to the Association or qualify as an objector exempt from the fee, the Association shall so inform the District in writing certifying these facts and the correct amount of the fee owed. The District shall begin automatic payroll deduction as provided in Education Code Section 45061, subject to other legal constraints, and~~

~~under the procedures set forth in Sections 21.1.2 and 21.4.2 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

~~21.3.2 Any unit member who is a member of an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be required to join or financially support SCTA/CTA/NEA; except that such unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year.~~

~~21.3.3 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations pursuant to Section 21.3.2 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 21.1.2 and 21.3.1 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 the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.~~

~~21.3.4 The District shall notify the Association when a unit member has complied with the filing requirements required by Section 21.3.3 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Association may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding, the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 21.3.1. During any such legal proceedings, Section 21.5.1 (hold harmless) shall be fully applicable.~~

~~21.3.5 Any unit member making charitable contributions as set forth in Sections 21.3.2 and 21.3.3 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 cost of using said grievance or arbitration procedures.~~

21.4.3 General Duties

~~21.4.3.1 With respect to all sums deducted by the District pursuant to Sections 21.1.2 and 21.3.1 above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.~~

~~21.4.3.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing no less than fifteen (15) days after submission of the form to the District.~~

21.43.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

21.54 **Hold Harmless and Indemnity**

21.54.1 The Association agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of the formerse agency fee provisions of this Agreement or their implementation. The Association agrees to pay any damage judgment rendered against the District as a result of the agency feese provisions previously contained in this Article or the District's implementation thereof. 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.