

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

4.1 Dues Deduction

- 4.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The Employer shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the Employer, shall be increased or decreased without resolicitation and authorization from unit members.
- 4.2 Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the Employer shall deduct one-eleventh (1/11th) of such dues from the regular salary check of the unit member each month for eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated.
- 4.2.1 With respect to all sums deducted by the Employer pursuant to Section 4.2 above, the Employer agrees to remit such moneys promptly to the Association accompanied by a list of unit members for which such deductions have been made and indicating any changes in personnel from the list previously furnished.

4.3 Maintenance of Membership

- 4.3.1 ~~The Association and the Employer 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 for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the thirty (30) day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump sum cash payment of dues for the year, the Employer shall deduct membership dues upon receipt of the proper agency fee form submitted by the Association as provided in Education Code Section 45061 and in the same manner as set forth in Sections 4.1.1 and 4.2 above.~~

4.5 Agency Fee

- 4.5.1 ~~Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, 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 equal to membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fees directly to the Association, the Association shall so inform the Employer, and the Employer shall immediately upon receipt begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~
- 4.5.2 ~~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 the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:~~
- ~~Operation School Bell
Community Cupboard
F.A.C.T. (Foundation to Assist Teachers)
Boys and Girls Club~~
- 4.5.3 ~~—To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.~~
- 4.5.4 ~~Proof of payment shall be made on an annual basis to the Association as a condition of continued exemption from the payment of agency fee. 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. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.~~

- 4.5.5 ~~Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.~~
- 4.5.6 ~~With respect to all sums deducted by the Employer pursuant to sections above, whether for membership dues or agency fee, the Employer agrees to remit such moneys promptly to the Association accompanied by a list of unit members for whom such deductions have been made.~~
- 4.5.7 ~~The Association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.~~
- 4.5.8 ~~The Association agrees to pay to the Employer all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. 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.~~

Ambar Borth

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12/17/18
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Heather Tortoreti
(MTA Rep)

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