

## ARTICLE 5

### PAYROLL DEDUCTIONS

- 5.1 Any unit member 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, (CUTA, CTA, NEA). Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. 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.
- 5.2 With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of teachers 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.

5.3 Representation Fee

Any member who is not a member of the Association and who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues payable to the Association; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 5.1. In the event that CUTA has notified the District that a unit member has not paid such fee directly to the Association or authorized payment through payroll deductions, as provided in Paragraph 5.1, the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in 5.1 above and the fee is an amount equal to unified membership dues. Any dispute between a non-member and the Association over the amount of the representation fee shall be resolved consistent with current law including any applicable regulations and decisions of the Public Employment Relations Board. There shall be no charge to the Association for such mandatory agency fee deductions.

- 5.3.1 Notwithstanding any other provision of this Article, any unit member who is a member of 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 representation fee to the Association, to pay an amount equal of the lawful representation fee to any non-religious, 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 over the eligibility of any unit member under this provision shall be resolved pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association between the employee and the Association.

- 5.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.5 The Association agrees to pay to the District all reasonable 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.