

ARTICLE XII

DUES AND AGENCY FEE

A. Payment of Dues Agency Fee Requirement

Any unit members must either become full member who has freely and voluntarily consented in writing to be a dues-paying members in good standing of the Association or pay an agency fee. Agency fee obligations member shall have dues deducted from his/her wages. Dues shall be collected by mandatory payroll deduction in an amount determined by the Association in compliance with applicable law. The Association shall have the sole and exclusive right to payroll deduction of regular membership dues for consenting Association members.

~~Those employees whose religious tenets include objections to joining or supporting labor unions shall pay, in lieu of the agency fee, the same amount (via payroll deduction) to a nonreligious, non-labor, tax-exempt charitable organization as noted below. A one-time written notice for such objection must be submitted to Human Resources with a copy to the Teachers Association, in order to effect such objection. Following are the organizations to which payment is made under the Agreement:~~

~~City of Hope  
F.A.C.T. (Foundation to Assist California Teachers)  
Grass Roots  
Salvation Army  
United Way~~

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) calendar days or more after such submission.

The District shall provide to the Association the home address of each unit member, unless the unit member has opted out of such disclosure. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article and all requirements of law.

The Association (and its parent/affiliates) agrees to indemnify, defend and hold the District harmless against any and all monetary liabilities, costs and expenses, including reasonable attorneys' fees and other costs of litigation arising from the District's compliance or attempted compliance with this ~~agency fee agreement or Agreement~~, with the Association's requests in furtherance of this ~~agency fee agreement. Agreement, or any action challenging the legality of the organization security provisions of this Agreement.~~ 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. Any underpayments or overpayments to the Association resulting from the District's failure to make required deductions shall be remedied by additional deductions from, or credits to, the affected employee.

B. Dues

When drawing orders for salary payments to unit members covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the unit member, ~~pursuant to Education Code 45060~~, to be deducted for the purpose of paying the monthly unified membership dues of the unit member in the Association and its affiliates California Teachers Association and National Education Association.

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~~ monthly. Deductions for unit members who submit their initial authorization after the commencement of the school year, shall if the authorization so provides, be appropriately prorated to complete payments by the end of the school year. The District shall on a monthly basis draw its order upon the funds of the District in favor of the Association for an amount equal to the total of the dues deductions made during the month, and shall furnish to the Association an alphabetical list of unit members for whom deductions have been made, and indicating any changes in personnel from the list previously furnished.

If a unit member changes his/her dues deduction status or withdraws consent to be a dues paying Association member, the Association agrees to promptly notify the District's Human Resources Department of this change in writing.

#### C.B. Other Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of the unit member and make appropriate remittance for annuities, credit union, savings bonds, and charitable donations currently authorized by the Board of Education. The District shall also deduct for additional plans or programs jointly approved by the Association and the Board.