

## ARTICLE 16. ORGANIZATIONAL SECURITY

### Section 16.1: DUES DEDUCTIONS

Any unit member who is a member of the Association, or who applies for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues and such other mutually-agreed payroll deductions as may be offered by the Association. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the pay warrant of the unit member each month for ten (10) months.

### Section 16.2: PAYMENT OF MONIES

With respect to all sums deducted by the District pursuant to this Article, whether for membership dues or agency fees, the District agrees to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

### Section 16.3: AGENCY FEE PROVISION

- 16.3.1. Any unit member, with the exception of visiting teachers, who is not a member of SDEA/CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall:
- 16.3.1.1. Become a member of the Association through payroll deduction or pay the annual dues in one (1) lump sum payment to the Association, or
  - 16.3.1.2. Pay a service fee, the amount of which is determined by the Association and authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements; provided that it shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate. The fee shall be paid through payroll deduction or may be paid in one (1) lump sum payment to the Association, or
  - 16.3.1.3. Request exemption status from the Association (see Section 16.4. below). The amount equivalent to the fee described in Section 16.3.1.2. must be paid to a non-religious, non-labor charitable organization which is exempt from Title 26 of the Internal Revenue Code. The fee may be paid through payroll deduction (if available) or in one (1) lump sum payment to one of the charitable organizations listed below:
    - a. Association of Retarded Citizens
    - b. Neighborhood House of San Diego
    - c. San Diego Education Association Scholarship Fund.
- 16.3.2. In the event that a non-member does not pay such fee directly to the Association or does not qualify as an objector exempt from the fee, the Association shall so inform the District in writing, with a copy to the unit member, certifying these facts and the correct amount of the fee owed. The District shall then begin automatic payroll deduction as provided in Education Code Section 45061.

**Section 16.4: AGENCY FEE EXEMPTIONS**

- 16.4.1. 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. Such unit members shall apply to the Association for an exemption as described herein. The Association shall develop a process provide for hearing by a neutral third party.
- 16.4.2. Provided that the Association has no cause to presume a change in the religious exemption status of a unit member, once an exemption is granted it need not be renewed on an annual basis. However, proof of payment of the charitable funds, pursuant to this Section, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of Section 16.3.1.1. through 16.3.1.2.
- 16.4.3. 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.
- 16.4.4. Any unit member making charitable contributions as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

**Section 16.5: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS**

The Parties recognize that PERB may, from time to time, adopt procedures regulating agency fees. It is the intent of the Parties that the Association abide by such regulations in the collection of such agency fees. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement. Upon request of the unit member, the Association shall provide a copy of the most current set of PERB regulations regarding the subject.

**Section 16.6: HOLD HARMLESS**

The Association agrees to indemnify, defend and save harmless the District, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between the District and the Association involving the interpretation or implementation of these provisions. The Association shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, the Association shall be required to inform and consult with the District.

**Section 16.7: MISCELLANEOUS**

- 16.7.1. 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 not less than thirty (30) workdays after submission of the form by the unit member or the Association.
- 16.7.2. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The Association further agrees to provide the District with a timely copy of all reports legally required of the Association dealing with agency fees.

**Section 16.8: REVOCATION OF MEMBERSHIP**

Members of the Association may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

**Section 16.9: NONINTERFERENCE**

The District and the Association further agree not to interfere with the unit member's choice if he/she joins or refrains from joining the Association.