



Antioch Education Association Proposal #1

1/17/19

ARTICLE 8

ORGANIZATIONAL SECURITY, PROFESSIONAL DUES,

SERVICE FEES AND PAYROLL DEDUCTIONS

- 8.1 The District shall initiate payroll deductions of professional dues and service fees as follows:
- 8.1.1 Any unit member who is a member of the Antioch Education Association/CTA/NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. 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. ~~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.~~
 - 8.1.2 Such deduction shall be made only upon submission of the proper dues deduction form duly completed and executed by the employee and the Association.
 - 8.1.3 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing within thirty (30) days after such submission.
 - 8.1.4 Should a concerted activity occur, as defined in this Agreement, by employees covered in this Agreement, the District may exercise its right to immediately discontinue payroll deductions.
 - 8.1.5 ~~Any unit member who is not a member of the Antioch Education Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of the 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 unified membership dues, initiation fees and general assessments payable to the Association in one (1) lump-sum payment in the same manner as required for the payment of membership dues. Provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 8.1.1 of this Article. In the event that such unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided in Section 8.1.1, the Association shall so inform the District and the employee. If the employee does not authorize the payroll deduction within fifteen (15) days, the~~

~~District shall begin automatic payroll deduction as provided in Education Code Section 45061 (or 87834) and in the same manner as set forth in Section 8.1.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions:~~

8.1.6~~5~~ With respect to all sums deducted by the District pursuant to Sections 8.1.1 and 8.1.2, whether for membership dues or agency fee, the District agrees to promptly 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.

8.1.7~~6~~ The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

8.1.8 The Association agrees to pay to the District 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 provision of this agreement or their implementation, and agrees to pay any judgment or settlement liability arising out of such challenges.

8.1.9 The Association shall have the exclusive right to decide and determine whether any such action or proceeding, referred to in Section 8.1.8 above, shall or shall not be compromised, resisted, defended, tried or appealed.

8.2 Conscientious Objection to Membership

8.2.1 ~~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 Antioch Education Association/CTA/NEA, as a condition of employment, except that such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(e)(3) of Title 26 of the Internal Revenue Code: 1) United Way, 2) REACH project, 3) Antioch Scholarship Fund.~~

8.2.2 ~~Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 8.2.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 8.1.1 and 8.1.2 of this Article. 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 within thirty (30) calendar days of the commencement of assigned duties. The Association shall have the right of inspection in order to review said proof of payment.~~

8.2.3 Any unit member making payments as set forth in Sections 8.2.1 and 8.2.2 immediately above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying reasonable costs of using said grievance or arbitration procedures.

8.2 This article aligns with SB866.

Valorie Luke, AEA Bargaining Chair

Jessica Romeo, Chief Human Resources Officer

Date: _____

Date: _____

For the Association

For the District

