

ARTICLE V – MAINTENANCE OF MEMBERSHIP;
AUTHORIZATION FOR PAYROLL DEDUCTION OF ASSOCIATION DUES AND OTHER ITEMS;
INDEMNIFICATION OF THE DISTRICT

- A. Any unit member who is a member of the Association upon joint ratification of this Agreement, and any unit member who becomes a member after such date shall maintain his/her membership in the Association in good standing during the term of this Agreement or until such time he/she becomes ineligible for membership.
- B. All unit members will be given a choice on the following three options:
 - 1. Full membership in the Baldwin Park Education Association
 - 2. Agency Fee payer – representation fee
 - 3. Fair Share – donation to charity per criteria in law*
- C. Any member of the bargaining unit who is a member of the Association or who has applied for Association membership may sign and deliver to the District an assignment form authorizing deduction of unified membership dues and initiation fees. Such authorization for payroll deductions for payment of membership dues shall continue in effect until revoked in writing by the employee. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the unit work year shall prorate payments for the remainder of the school year. Any fraction of a month shall be considered a full month.
- D. Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days from the date of commencement of duties shall become a member of the Association or pay to the Association a fee in an amount not to exceed the Association's initiation fee and periodic dues. The District shall immediately 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 change to the Association for such mandatory agency fee deductions.
- E. Any unit member who does not utilize the provisions of paragraph C above may arrange to pay service fees directly to the Association in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to paragraph D above.

It is the express intention of the parties that the agency fee obligation outlined herein constitutes a condition of continued employment and that the parties contemplate utilizing the remedies provided for in Education Code Section 45061 for enforcing this Article.

- F. Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission. The District shall also deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Association and the District upon appropriate written authorization from the unit member.

- G. 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. However, 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 of Title 26 of the Internal Revenue Code.

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. If proof of payment is not presented within thirty days, the Association shall notify the District of their obligation to initiate payroll deduction of the agency fee.

*Those unit members receiving a religious exemption may select from one of the following charitable organizations:

1. United Way
2. F.A.C.T. (Foundation to Assist California Teachers)
3. City of Hope (cash only)

United Way and F.A.C.T. may be deducted monthly by payroll deduction.

The Association shall have the right to request reasonable verification of such payments in the form of either cancelled checks and/or receipts.

- H. For agency fee payers the District shall not deduct money specifically earmarked for ABC, PAC, or other political activities unless such deduction is affirmatively, separately, and specifically authorized in writing by the unit member.
- I. Should a unit member take an unpaid leave of absence for a semester or more, his/her Association dues shall not be collected by the District during that period. During such leave, unit members who wish to maintain their membership in the Association must make arrangements with the Association to make cash payment of dues. When a unit member returns to paid status with the District, his/her dues/representation fee deductions shall resume as provided for in this Article.
- J. The District shall remit to the Association each month the Association's unified dues and representation fees collected by it.

Neither the unit member nor the Association shall have any claim against the District for any deduction made unless a written claim of error is filed with the Assistant Superintendent of Human Resources within thirty (30) calendar days after the date such deduction was, or shall have been, made.

- K. The Association and/or its parent organization, CTA, agrees to indemnify and hold harmless from liability and pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation; and shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, tried, or appealed.
- L. The Association shall furnish all information in its possession which is needed by the District in order for it to fulfill its contractual obligations under this Article.