

### **ARTICLE 3: ORGANIZATIONAL SECURITY (FAIR SHARE)**

3.1 Any unit member who is a member of the GEA/CTA/NEA, or who has applied for membership, shall 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 of such dues from the regular 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 school year shall be appropriately prorated to complete payments by the end of the school year.

3.2 Any unit member who is not a member of the GEA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this 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. This fee is payable to the Association in one lump sum cash payment in the same manner as required for the payment of cash membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 3.1

3.3 In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 3.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061, and in the same manner as set forth in Section 3.1. There shall be no charge to the Association for such mandatory agency fee deductions.

3.4 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 GEA/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor charitable organizations exempt from taxation under Section 501 (c) (30) of Title 26 of the Internal Revenue Code:

- 1) Foundation to Assist California Teachers
- 2) Dorothy Morris Byerly Scholarship Fund
- 3) Family Counseling Service of West San Gabriel Valley

3.5 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 3.3, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provision of Sections 3.1 and 3.2. 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 October 31 of each school year.

- 3.6 Any unit member making payments as set forth in Sections 3.4 and 3.5, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 3.7 With respect to all sums deducted by the District pursuant to Sections 3.1 and 3.2, whether for membership dues or agency fee, the District agrees to remit promptly such monies to the Association, accompanied by an alphabetical listing 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.
- 3.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 3.9 Hold Harmless
  - 3.9.1 The Association agrees to pay to the District all legal fees and legal costs or court 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.
  - 3.9.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 3.9.1 shall or shall not be compromised, resisted, defended, tried or appealed.
  - 3.9.3 The Association shall have, at its option, the right to provide an attorney for the legal defense referred to in Paragraph 3.9.2.