

ARTICLE 4 – ASSOCIATION ORGANIZATION

4.1 Organizational Security

4.1.1 Any unit member of the Association who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth eleventh of such dues from the regular salary check of the unit member each month for ten eleven 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.

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4.1.2 Such deduction shall be made only upon the submission of the proper dues deduction form duly completed and signed by the unit member and the Association.

4.1.3 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing within thirty days after such submission.

4.1.4 By November 1 of each school year, the District will provide the Association with a staffing list including names, addresses, employment status, and full-time equivalencies of unit members. When the staffing list is periodically updated, AEA will be provided a copy.

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4.1.5 Any unit member who is not a member of the Association or who does not make application for membership within thirty days of the effective day of the Agreement, or any modification of Article 4 thereof, or within thirty days from the 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 membership dues and general assessments, payable to the Association in one 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 4.1 of this Article. In the event that such unit member shall not pay such fee directly to the Association or authorize the payroll deduction within fifteen days, the District shall begin automatic payroll deductions as provided in Education Code Section 45061, and in the same manner as set forth in Section 4.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions except as provided in Section 4.8. below.

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4.1.6 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, except that the 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 organization's charitable funds exempt from taxation under Section 501 (C) (3) of Title 26 of the Internal Revenue Code: 1) American Cancer Society Contra Cost Unit, 2) American Heart Association Contra Costa Chapter, 3) Foundation to Assist California Teachers (FACT).

Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, pursuant to Section 4.5, Paragraph 1, above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 4.1, 4.2 and 4.4 of this Article. 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 paid. Such proof shall be presented within thirty calendar days of the commencement of assigned duties in each school year. The Association shall have the right of inspection during business hours to review proofs of payment.

Any unit member making payments as set forth in this section and who requests that the grievance or arbitration procedures of this Agreement be used in his/her behalf shall be responsible for paying the reasonable cost of using the grievance or arbitration procedures

4.1.7 With respect to all sums deducted by the District pursuant to Section 4.1, 4.2 and 4.4 of this Article whether for membership dues or agency fee, the District agrees to remit such monies to the Association monthly accompanied by a list designating unit members for whom such deductions have been made.

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4.1.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. If provided by the Association to the District, membership forms will be distributed within the District's new teacher information packet.

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4.1.9 The Association shall indemnify, defend and hold harmless the District, its Board members, its Superintendent, and its Assistant Superintendent, Business Services against any court action or proceeding before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee article of this Agreement or its implementation.

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4.10 The Association shall have the exclusive right to decide and determine whether any such claim or suits referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried or appealed, but shall consult with the District prior to making such decision or determination.

4.1.11 Upon request, the District agrees to grant ~~a maximum of two~~ release periods for Association officers to perform unit business. The Association shall bear all payroll and any related benefits and costs, as well as costs of substitute teachers.

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4.2 Association Operations

4.2.1 As a basic operating principle, the District and the Association believe that a collaborative approach to settling issues is preferable to both parties seeking legal remedies for routine situations. Unit members and Association representatives are encouraged to consult with site and District administration regarding any issue impacting his/her conditions of employment.

- 4.2.2 The District will provide access to and use of school facilities, subject to applicable codes and policies. The Association may schedule meetings utilizing district facilities during non-working hours, as long as the facility is available and does not conflict with previously scheduled events. The Association may meet with unit members during their duty free lunch-time at the discretion of the members.
- 4.23 Association representatives, who are not members of a particular school staff, shall have access to a campus during reasonable times during a school day, as long as they have signed in with the school office and the visit does not interrupt classroom instruction.
- 4.24 Unit members may use District email, bulletin boards and school mailboxes for Association business, subject to applicable codes and polices.

ARTICLE 4 - ORGANIZATIONAL SECURITY

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- 4.2 Such deduction shall be made only upon the submission of the proper dues deduction form duly completed and signed by the unit member and the Association.
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NUMBERING WILL CHANGE

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- 4.5 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, except that the 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 organization's charitable

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- 4.6 With respect to all sums deducted by the District pursuant to Section 4.1, 4.2 and 4.4 *[check numbering]* of this Article whether for membership dues or agency fee, the District agrees to remit such monies to the Association monthly accompanied by a list designating unit members for whom such deductions have been made.
- 4.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. If provided by the Association to the District, membership forms will be distributed within the District's new teacher information packet.
- 4.8 The Association shall indemnify, defend and hold harmless the District, its Board members, its Superintendent, and its Assistant Superintendent, Business Services against any court action or proceeding before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee article of this Agreement or its implementation.