

Article 27

ORGANIZATIONAL MEMBERSHIP DUES AND OTHER PAYROLL DEDUCTIONS

- 27.0 Any unit member who is a member of the AVTA/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 (1/10th) 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. Any unit member who is a member of the Association or who becomes a member shall maintain such membership for the duration of this Agreement.
- 27.1 Any unit member who is not a member of the AVTA/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 payable to the Association in one lump sum cash 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 paragraph 27.0 of this Article. 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 paragraph 27.0, the Association shall so inform the District, and the District shall immediately begin automatic deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 27.0 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. The Agency shop provision in this article became effective July 1, 1993.
- 27.2 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 AVTA/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 or charitable funds exempt from taxation under Section 501 (C)(33) of Title 26 of the Internal Revenue Code:
1. Foundation to Assist California Teachers
 2. United Way (Antelope Valley Union High School District Foundation)
 3. American Heart Association
 4. American Cancer Society
- Such payment shall be made on or before October 1 of each school year.
- 27.3 Proof of payment and a written statement of objections 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 paragraph 27.2, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of paragraphs 27.1 and 27.2 above. 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 1 of each school year.
- 27.4 Any unit member making payments as set forth in paragraphs 27.2 and 27.3 above, and who request that the grievance or arbitration provisions of this Agreement be used on his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.

- 27.5 With respect to all sums deducted by the District pursuant to paragraphs 27.0 and 27.1 above, whether for membership dues or agency fees, the District agrees promptly to 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.
- 27.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 27.7 Unit members paying either their Association dues or a fair share fee by cash directly to the Association shall have their cash dues or fees paid by October 1 of each subsequent year after initial enrollment.
- 27.8 The Association and the District hereby agree as follows:
- 27.8.1 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 provisions of this Agreement or their implementation.
- 27.8.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
- 27.9 Upon appropriate written authorization from the unit member the District shall deduct from the salary of any unit member and make appropriate remittance for credit union, savings bonds, charitable donations or any other plans or programs approved by the District.
- 27.10 AVTA to pay California Federation of Teachers/AFT dues for those unit members who join AVTA/CTA/NEA (not fee payers) and who furnish proof of CFT/AFT membership for 1991-92, 1990-91 and 1989-90.