

TA Dan Jones 10/28/2019
PSE 10/28/2019

ARTICLE 4

PAYROLL DEDUCTIONS

4.1 Dues and Agency Fee Deductions

4.1.1 Participation

Members of the Unit have the absolute right to form, join, or participate in the organization(s) of their choice. Members of the Unit shall not be required as a condition of employment to pay dues to any organization that they have not freely and voluntarily joined.

4.1.2 Dues Deduction

Upon receiving notice from PSEA, the District shall deduct the amount of dues ~~or fair share fees~~ from the wages and salary of each PSEA bargaining Unit member and pay that amount to PSEA. ~~Thereafter, the bargaining Unit member shall, as a condition of continued employment, be required to either join PSEA or pay the fair share service fee. The amount of fee shall not exceed the dues that are payable by members of PSEA, and shall cover the cost of negotiation, contract administration, and other activities of the Association that are germane to its functions as the exclusive bargaining representative.~~

4.1.3 RESPECT Fund (Political Action Fund)

Upon appropriate written authorization from a member of the Unit, the District will deduct from Unit members' salary and remit to PSEA any contributions to the PSEA RESPECT Fund or any such successor fund.

4.1.4 Payment of Monies

With respect to all sums deducted by the District, the District agrees to remit such monies to PSEA accompanied by an alphabetical list of names of members of the Unit for whom such deductions have been made.

4.1.5 Employee Lists

On October 10 of each year, the District shall provide to PSEA a list, in electronic format, of all non-members who worked in the PSEA Unit between July 1 and October 10, including the following information: Name; Home Address; and Employee ID.

Between November and June, inclusive, the District shall, the day after each payroll run date, provide to PSEA a list, in electronic format, of all new employees in the Unit since the previous month who have not yet joined PSEA. The list shall include the following information: Name; Home Address; and Employee ID.

4.1.6 Deductions - Other Purposes

Upon appropriate written authorization from a member of the Unit, the District will deduct from a salary of any member of the Unit and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs to the extent such deductions are required by law.

~~4.1.7 PSEA shall provide the District with the name of any Unit member who qualifies for religious objection status. Employees who qualify for religious objection status shall indicate the particular IRC Section 501 (C) (3) non-religious, non-labor organizations to which the District is to direct an amount equal to the fair share service fee.~~

~~4.1.8~~ 4.1.7 PSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other action arising from the deduction of PSEA dues or fair share fees. This indemnification does not extend to any claim by PSEA against the District alleging a failure to comply with this Article or to properly deduct dues and agency fees.

~~4.2~~ Maintenance of Membership

~~4.2.1 Employees who are members of the Association upon the date of Board ratification of this Agreement, or who thereafter join the Association shall maintain their membership in the Association for the term of this Agreement. It is provided, however, nothing herein shall deprive the employee of the right to terminate Association membership within a period of thirty (30) calendar days immediately following the expiration date of the Agreement. Association dues shall automatically be deducted by the District in accordance with California Education Code provisions and shall cease only when Association membership is terminated during the thirty (30) day period following the expiration of the Agreement.~~

~~4.2.2 Any agreement between the District and the Association to extend or roll over an Agreement so that a new expiration date is established shall not deprive an employee of the right to terminate Association membership within the thirty (30) day period following the original expiration date of the Agreement.~~

4.3 4.2 Tax Sheltered Annuity

Employees may participate in an approved tax sheltered annuity with the District providing payroll deductions for this purpose. Employees may change the tax sheltered programs in which they participate by notifying the Payroll Department of the intended change by the first day of the month in which the change is to be effective.