

Strikeout and Underline (SOUL) Version

Strikeout: Eliminated current contract language

Underline: Proposed new language

Article 8

AFT Rights

- A.** Pursuant to Government Code Section 3540.1(i)(1), any unit member whose current AFT membership and dues deduction authorization is dated prior to the expiration date of this current Agreement shall maintain her/his membership in the AFT for the term of this Agreement. It is provided, however, nothing herein shall deprive the employee of the right to terminate AFT membership within a period of thirty (30) calendar days immediately following the expiration date of this Agreement.
- B.** Each member of the AFT shall be entitled to payroll deduction for membership dues to the AFT. Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before the expiration of the current Agreement. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties. Such deductions shall include Tax Sheltered Annuities (TSA), COPE, legal defense, IRC-125 accounts, and insurance. The AFT shall calculate the amount to be deducted and advise the District of that amount to be withheld in each particular case. Such deductions shall be effectuated as soon as it is administratively feasible.
- C.** In the event this Article becomes inoperative by operation of law or by a court or other tribunal of competent jurisdiction, any employee who has completed an AFT dues deduction authorization may stop making those payments by giving written notice to both the employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the expiration date.
- D.** The District shall not be liable to the AFT by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. The AFT agrees that it shall pay reasonable attorney fees, indemnify and save harmless the District, its officers, employees, and agents against any and all claims, demands, actions or proceedings for any liability arising from compliance with this Article, or, in reliance of any list, notice, certification or authorization furnished under this Article. The AFT, in addition, agrees it should refund to District any sums paid to it in error.

(NOTE: Art.8.D is identical to the text found in the 2014-17 contract Art. 37.B.5.)

B through J in the 2014-17 contract remain the same, but will be lettered E through M.