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## TENTATIVE AGREEMENT

### ECRA/UTLA

November 3, 2015

#### ARTICLE V - DUES DEDUCTIONS

- 5.1 **Voluntary Authorizations:** ECRA shall deduct UTLA dues from the salary of each employee who has submitted a written authorization. Such an authorization shall continue in effect unless revoked in writing by the employee. Such revocation shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. ECRA shall deduct one-twelfth (1/12) of such annual dues from each regular salary warrant which contains sufficient funds to cover the deductions.
- 5.1.1 If ECRA's withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for the UTLA dues or UTLA-sponsored insurance, ECRA shall make an appropriate adjustment on a subsequent pay warrant. UTLA agrees to hold ECRA harmless against any claims or liabilities arising out of any such adjustments.
- 5.2 **Remitted to UTLA:** A deposit approximating the amount of dues so deducted shall be remitted to UTLA on payday, and the reconciled amount will be supplied to UTLA within 30 days after the deductions are made, together with a list of affected employees.
- 5.3 **Exclusive to UTLA:** Payroll deductions for membership dues from employees shall be exclusive on behalf of UTLA, and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).
- 5.4 **Agency Fee/Dues Obligation:** Commencing within thirty (30) days of employees initial employment, throughout the term of this Agreement, each employee (as defined in Article I of this Agreement) is required as a condition of continued employment either: (a) to be a member in good standing of UTLA, or (b) to satisfy the agency fee financial obligations set forth in Section 4.1 below, unless qualified for religious exemption as set forth in Section 4.2 below. Newly hired bargaining members shall have deductions for dues or agency fee made on the first warrant received from ECRA. If this warrant covers several pay periods a deduction shall be made for each pay period.
- 5.4.1 Unless the employee has (a) voluntarily submitted to ECRA an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to UTLA as evidenced by notice of same by UTLA to ECRA, or (c) qualified for exemption based upon religious grounds as provided in Section 4.2 below, ECRA shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to UTLA. The amount of agency fee to be charged shall be determined by UTLA, subject to applicable law; it shall therefore be an amount not to exceed the normal periodic membership dues, initiation fee and general assessments applicable to



UTLA members. As to non-members who object to UTLA spending their agency fees on matters unrelated to collective bargaining and contract administration, the amount of agency fee charged shall not reflect expenditures which the courts or PERB have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. UTLA shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge UTLA's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes as a statement of applicable law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. ECRA will promptly remit to UTLA all monies deducted, accompanied by a list of employees for whom such deductions have been made.

5.4.2 Religious Exemption from Agency Fee Obligations:

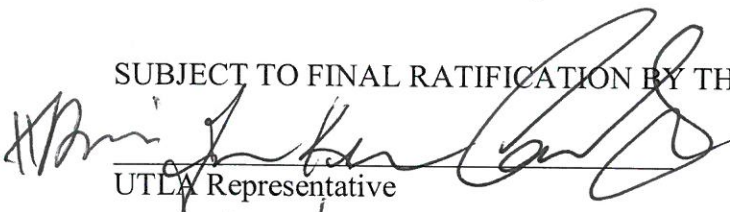
- a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay in lieu thereof (by means of mandatory payroll deduction) an amount equal to the agency fee, to a nonreligious, nonlabor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the employee. Board of Directors approved examples of such organizations are: United Way, United Negro College Fund, and Brotherhood Crusade.
- b. To qualify for the religious exemption, the employee must provide ECRA with a copy to UTLA, a written statement of objection, along with verifiable evidence of membership in a religious body as described in a. above.
- c. Any employee utilizing this religious exemption status, who requests UTLA to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by UTLA for the reasonable cost of using such procedures.

5.4.3 Implementation dates: Any of the above-described payment obligations applicable to employees shall be processed by ECRA with the payroll immediately following the effective date of the payment requirement,

provided that the information is on file with the Payroll Branch by the deadline for filing time reports.

- 5.4.4 Indemnity/Hold-Harmless: UTLA agrees to indemnify and hold ECRA harmless against any and all liabilities, (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to ECRA's compliance or attempted compliance with either this Article or the requests of UTLA pursuant to this Article, or relating to the conduct of UTLA in administering this Article. UTLA shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall School funds be involved in any remedy relating in this Article. Any underpayments to UTLA resulting from ECRA's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to UTLA resulting from excessive deductions shall be remedied either by refund from UTLA to the affected employee(s) or by a credit against future payments by the affected employee(s).
- 5.4.5 Provision of Information: ECRA will furnish any information needed by UTLA to fulfill the provisions of this Article.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
UTLA Representative

Date: 1/28/16

  
ECRA Representative

Date: 1/22/16