

ARTICLE 18 Federation Security Provisions

- 18.1 Members of the Federation may submit to the District Payroll Office, on forms supplied by the Federation and approved by the District, requests for payroll deductions of Federation dues and for such other deductions as may have been approved by the District.
- 18.2 **Service Fee**
- 18.2.A. 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: 1.) the annual anniversary date of the employee's authorization or 2.) the date of termination of the applicable contract between the employer and the Federation, whichever occurs sooner, unless the Federation and the employer are in subsequent negotiations on a successor contract. The employer will honor the employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union. Any faculty member who is not a member of the Federation or who does not make application for membership within 30 days of the effective date of this Article or within 30 days of the commencement of assigned duties shall pay a service fee to the Federation. At any time a faculty member may become a Federation member by following the procedure set forth in Section 18.1.
- 18.2.B. The obligation to pay a service fee may be met by a monthly deduction from the faculty member's salary, by the faculty member's direct payment to the Federation using a method established by the Federation, or, if the faculty member is a religious objector, by complying with Sections 18.2.F. through 18.2.I.
- 18.2.C. If a faculty member does not make application for membership within the prescribed time, make arrangements with the Federation for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Federation has a responsibility to inform the faculty member of his/her contractual obligations. If after proper notice the faculty member does not comply with the provisions of this Article, then the Federation shall notify the District and supply the District with proof of notice to the faculty member. Upon receipt of such notice and proof, the District shall withhold the service fee from the faculty member's salary and submit such fee to the Federation as provided in Section 18.3.
- 18.2.D. The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Federation and shall be used only for those purposes permitted by law.
- 18.2.E. Any faculty member choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to the Regulations of the Public Employment Relations Board.
- 18.2.F. Notwithstanding the above, any faculty 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 pay a service fee.
- 18.2.G. However, any faculty member who qualifies as a religious objector as provided in Section 18.2.F., shall pay an amount equal to the service fee to one of the three following non-religious, non-labor organization charitable funds:
- (1) The AFT-VCCCD Scholarship Fund
 - (2) Clinicas del Camino Real
 - (3) A Ventura County Hospice

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18.2.H. A faculty member paying an amount equal to the service fee to one of the organizations listed in Section 18.2.G shall submit proof of such payments each year to the Federation. If such proof is not submitted in a timely manner, then, upon receipt of notice and proof from the Federation, the District shall implement the provisions of Section 18.2.C.

18.2.I. It is recognized that the Federation, as exclusive representative of all faculty members, is required to represent all such faculty members fairly without regard to Federation membership or non-membership. However, any employee who holds religious objections pursuant to Section 18.2.F who requests the Federation to use the grievance procedure or arbitration procedure on his/her behalf shall pay the Federation for such representation. The Federation shall charge the faculty member for the reasonable cost of using such procedure.

18.2.J. The Federation agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards, and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that, in consideration of the Federation's obligation hereunder, the District will notify the Federation in writing of any matter within seven days of service thereof upon the District. The District and the Federation shall both fully cooperate with each other on any matter commenced against the District. The Federation may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter.

18.2.K. Any management, supervisory or confidential employee who in addition to their primary work assignment applies, interviews and is selected for non-contract faculty assignments as stipulated in Article 2.3 of this Agreement shall be precluded from assuming any position (elected, appointed or other) within the Federation, as such exclusion is permissible by law.

18.3 Remittance of Funds

18.3.A. Funds deducted on behalf of the Federation pursuant to this Article will be remitted to the Federation within five working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.

18.3.B. The District will provide the Federation with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Federation.

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