

ARTICLE VIII

DUES DEDUCTIONS

1.0 Voluntary Authorizations: The District shall deduct LASPA membership 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) working days prior to the next payday.

2.0 Exclusive to LASPA: Payroll deductions for membership dues from employees shall be exclusive on behalf of LASPA and no membership dues deductions are to be made on behalf of any other employee organization as defined in Government Code Section 3540.1(d).

3.0 Remittance to LASPA: A deposit approximating the amount of dues so deducted shall be remitted to LASPA on payday, and the reconciled amount will be supplied to LASPA within thirty (30) days after the deductions are made, together with a list of affected employees.

4.0 Agency Fee Obligation: Those employees who are currently members of LASPA, and who have a dues deduction in effect, shall continue to have such dues deducted from their salary payments. Commencing within thirty (30) days of a final certification of agency fee election results or within thirty (30) days of an employee's initial employment, whichever is later, and continuing 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 LASPA, 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.

4.1 Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, or (b) individually made direct financial arrangements satisfactory to LASPA as evidenced by notice of same by LASPA to the District, or (c) qualified for exemption based upon religious grounds as provided in Section 4.2 below, the District shall process a mandatory agency fee payroll deduction in the appropriate amount, and forward that amount to LASPA. The amount of agency fee to be charged shall be determined by LASPA 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 LASPA members. As to non-members who object to LASPA spending their agency fee 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 certain political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent

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provided by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation. LASPA 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 LASPA'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 the current state of the law, and is not intended to change applicable law or to provide any contractual terms or enforcement procedures under this Agreement. The District will promptly remit to LASPA all monies deducted, accompanied by a list of employees for whom such deductions have been made.

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, non-labor charitable organization exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as designated by the employee. Board of Education approved examples of such organizations are:

Brotherhood Crusade
United Negro College Fund
United Way

b. To qualify for the religious exemption, the employee must provide the District, with a copy to LASPA, a written statement of objection, along with verifiable evidence of membership in a religious body as described in (a) above.

c. An employee utilizing this religious exemption status who requests LASPA to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by LASPA for the reasonable cost of using such procedures.

4.3 Implementation Dates: Any of the above-described payment obligations applicable to employees shall be processed by the District 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.

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4.4 Indemnity/Hold-Harmless: LASPA agrees to indemnify and hold the District 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 the District's compliance or attempted compliance with either this Article or the requests of LASPA pursuant to this Article, or relating to the conduct of LASPA in administering this Article. LASPA 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 District funds be involved in any remedy relating to this Article. Any underpayments to LASPA resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s).

Any overpayments to LASPA resulting from excessive deductions shall be remedied either by refund from LASPA to the affected employee(s) or by a credit against future payments by the affected employee(s).

4.5 The District will furnish any information needed by LASPA to fulfill the provisions of this Article.

5.0 The District and LASPA expressly recognize and acknowledge herein that the LASPA does not represent nor are they the exclusive bargaining representative for any employee in the classification of Special Officer. The LASPA and the District also expressly acknowledge and recognize that none of the terms and conditions of this agreement are applicable to any employee in the classification of Special Officer, nor does such an employee have any rights under this Agreement.

5.1 Notwithstanding the foregoing and without limiting it, the District and LASPA recognize that some employees in the classification of Special Officer may wish to voluntarily join the Los Angeles Police Officers Association and have membership dues deducted from their salary. For those Special Officers who voluntarily submit to the District a written authorization to deduct membership dues from their salary, the District shall comply with paragraphs 1.0 - 3.0 above. In accordance with the terms of paragraph 4.4 above, the LASPA shall indemnify and hold harmless the District against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions related to the District's compliance or attempted compliance with 5.0 above or this subsection.

5.2 The District's (but not the LASPA's) obligations under Subsection 5.1 above shall be suspended and become void immediately upon any of the following: (1) any attempt to accrete, or include the classification of Special Officer in this Unit or to represent Special Officers in any capacity in conjunction with the Special Officers employment with the District; (2) any attempt to organize the Special Officer classification; (3) the submission of any proposal through the collective bargaining process with the District to include the

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classification of Special Officer in the Unit or to negotiate upon behalf of the Special Officers.