

## ARTICLE 4 DUES AND PAYROLL DEDUCTIONS

### 4.1 Dues

#### 4.1.1 Dues Deduction Authorization

The Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. For any new bargaining unit member who was an Association member at their prior place of employment, the District shall backdate dues deductions to their hire date. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided.

The Association shall provide documented proof of dues deduction authorization for each member of the Association. Prior to providing the documented proof, the Association shall be able to redact any information that is not related to dues deduction authorization. Electronic signatures and web-based dues authorizations shall be accepted.

#### 4.1.2 Processing NEA/OEA/PAT Dues Deductions

Pursuant to such authorization, the District shall deduct one-twelfth of such dues from the first regular salary check of the professional educator each month for twelve (12) months, beginning September and ending August of each year. However, the Association may change the date for deductions and/or number of deductions to begin by notifying the District by June 1 of the year in which the change is to occur. The Association may not change the date again during the life of the Agreement once this option is exercised. Deductions for professional educators who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following August. In the case of professional educators who have elected to receive their annual compensation in ten (10) equal monthly payments, the dues deduction shall be made monthly of one-tenth of such dues.

4.1.3 ~~Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Office of the Association and to the Office of the Superintendent and delivered prior to the first day of October of any year. Letters received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October of the ensuing year.~~

**The District shall deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by bargaining unit members and provided to the Association. The Association shall provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.**

4.1.4 ~~The Association covenants and warrants that its present Bylaws provide for and agrees to indemnify, defend and hold the District harmless for the foregoing dues deductions authorizations and withdrawals procedures. In the event the District invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. In the event the District wishes to use its own attorney, then the District will pay the cost of said attorney. The aforementioned Bylaws make such authorizations irrevocable except as stated in Paragraph 2. In the event of any amendment to such Bylaws lessening the restrictions on withdrawal, the Association will give the Office of the Superintendent written notice thereof prior to the tenth day of any month for which such amendment permits withdrawal of authorizations. In the event of such notice, the District may permit such withdrawal on the basis of such new provisions.~~

**The Association agrees to defend, indemnify and hold the District harmless for payroll deductions by the District in compliance with these procedures. Authorized payroll**

**deductions shall remain in effect until revoked in the manner set forth in terms of the authorization executed between the employee and the Association.**

4.1.5 A record, in a format accessible to the Association, of professional educators on Association **that are subject to the deductions of dues, fees or other assessments** ~~dues deductions~~ shall be sent to the Association, together with the remittance due the United Education Profession (i.e., PAT-OEA-NEA), within five (5) working days, following the end of the calendar month in which the payroll check has been issued, including a listing of all additions and deletions to the ~~bargaining unit member list of~~ **employees with authorized deductions** from the previous month. The District shall complete reasonable Association forms and submit them monthly with the remittance to the Association

**4.1.6 Bargaining Unit Member Information**

The District shall provide, in a format accessible to the Association, a listing of all bargaining unit members (both active members and non-members), each member's employee ID, FTE equivalency, the buildings where the members are assigned by individual member, and all bargaining unit members by ER position and location. The list shall be provided one (1) week after the start of the school year, one (1) week after the District completes fall balancing, and by the third week in January.

**4.2 Other Payroll Deductions**

4.2.1 Upon appropriate written request from the professional educator, the District shall deduct from the salary of the professional educator and make appropriate remittance for the following approved deductions within five (5) working days following the end of the calendar month in which the payroll check has been issued:

- 4.2.1.1 Fixed or Variable Tax Deferred Annuity Plans
- 4.2.1.2 School District No. 1 Health & Welfare Trust Premiums
- 4.2.1.3 Credit Union
- 4.2.1.4 Approved Charitable Organizations
- 4.2.1.5 NFIE

The National Foundation for Improvement of Education is a part of this list and will not be removed except by mutual consent. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members, within the mechanical limits of the District's payroll system.

4.2.2 The District, upon appropriate authorization of the professional educator, shall deduct from the salary of the professional educator and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

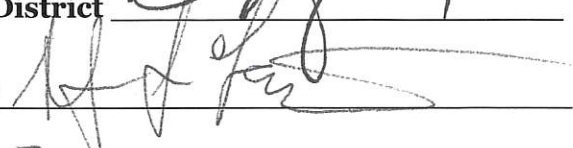
4.3 Professional educators' payroll checks shall itemize all sources of pay, payroll deductions, accumulated sick leave and retirement contributions.

**Tentative Agreement:**

**For the District**



**For PAT**



**Date:**

3-7-23