

Article 5: Professional Dues and Payroll Deductions

5.01 PAYROLL DEDUCTIONS FOR AFA DUES: The District shall deduct from the monthly salary of all unit members 100 percent of AFA dues and other assessments, deductions or obligations identified by AFA, in accordance with the Membership Roster provided by AFA. District payments of all dues, assessments, deductions and other obligations to AFA shall be sent within ten (10) business days after each pay date. All changes or updates to a unit member's status as a member of the All Faculty Association shall be processed by AFA. AFA shall provide the District updates to the Membership Roster by the fifteenth of each month, in order for the dues and/or fees to be deducted from the employee's next available paycheck, and paid to AFA. AFA shall retain the right to initiate changes to the deduction rates or amounts, or to the scope of assessments or other obligations, by requesting to meet and confer with the District.

- A. The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District's payroll for any reason.
- B. In the case of any employee covered by this Agreement who is a dues-paying member of AFA at the time the employee leaves District employment, for any reason, the employee shall be treated as a continuing member of AFA for the purpose of making payroll deductions for the payment of dues for any member who returns to a position covered by this Agreement within one (1) academic year of the member having left District employment, unless and until AFA informs the District in writing that the employee has revoked authorization to make dues deductions.

5.02 HOLD HARMLESS AND INDEMNIFICATION: AFA fully indemnifies the District for dues deducted pursuant to this Article and shall hold the District harmless, and shall fully and promptly reimburse the District, for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes or challenges which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to any claims made by any employee, or any individual on the employee's behalf, for payroll deductions made by the District in reliance on the information provided by AFA regarding the authorization of individual employees for payroll deductions to be made.

- A. Upon notice that the District is going to seek indemnification and be held harmless under this provision, AFA shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above shall be compromised, resisted, defended, tried, or appealed.
- B. In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District shall defer to AFA interests if the District does not have a distinct and separate legal interest in the disputed matter.
- C. The District shall not be entitled to be reimbursed for any costs for which AFA was not properly notified and provided the opportunity to discuss as set forth herein; nor shall the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

- 5.03 CHANGES IN DUES:** AFA agrees to provide the District with thirty (30) days advance notice of any change in dues structure following notification of such changes to the AFA membership.
- 5.04 REMITTANCE OF DUES:** With respect to all authorized sums deducted by the District for membership dues, the District agrees to promptly remit such moneys to AFA accompanied by an alphabetical list of employees for whom such deductions have been made.
- 5.05 AGREEMENT TO FURNISH INFORMATION:** AFA agrees to furnish any information needed by the District to fulfill the provisions of this article.
- 5.06 VOLUNTARY DEDUCTIONS:** Upon appropriate written authorization from a unit member, the District shall deduct from the salary of that unit member and make appropriate remittance for approved voluntary deductions, such as: annuities, credit union, Cafeteria 125 Plan (calendar year), payment for additional insurance coverage, savings bonds, charitable donations, or any other plan or programs for which the unit member is eligible. Such authorization shall remain in effect until withdrawn in writing by the unit member.