

Section 2.5 The District shall have exclusive right to payroll deduction of dues for its employees covered by this MOU.

Following receipt of written certification from the Union that it has and maintains voluntary dues deduction authorization forms from members in the Union, the District shall make payroll deductions and transmit monthly to the Union dues in an amount to be determined by the Union and communicated to the District annually. Membership dues deductions shall be made in equal amounts each payroll period for the member employees identified by the Union, and a check for the total deductions shall be submitted to the Union monthly.

The written certification from the Union for Union dues deductions shall remain in full force and effect, unless revoked in accordance with its terms by written notice from the employee to the Union. Employee requests to cancel membership dues deductions must be directed to the Union. The Union agrees to process employee revocation requests, or other requests by employees for alterations to their deductions, within ten (10) business days of receipt, and to promptly notify the District of Union-approved changes thereafter. Upon written notification from the Union that an employee has properly revoked or altered membership dues deductions, the District shall accordingly cease or alter, within thirty (30) calendar days, Union dues deductions from the employee's paycheck.

An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no dues deduction will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, will not have dues deducted. All other legal and required deductions (including healthcare deductions) have priority over Union dues. It shall be the sole responsibility of the Union to procure and enforce payroll deduction of dues.

Hold Harmless: The Union shall indemnify, defend, and hold harmless the District, its employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section, as long as the District has complied with the provisions of this Section .

The District will notify the Union not less than ten (10) calendar days prior to a new employee orientation and provide the Union an opportunity to meet with the employee.