

**ARTICLE 3  
UNION SECURITY**

**3.1 Check off**

To the extent permitted by law, ACE shall have the sole and exclusive right to have membership dues, initiation fees, or other fees as prescribed in its bylaws deducted by the District for workers in the bargaining unit.

**3.2 Dues Deduction**

3.2.1 The District shall deduct dues from the wages of all workers who are members of ACE on the effective date of this *Agreement*, and for whom ACE has certified to the District that the members have submitted dues authorization forms. Members shall have at least the minimum monthly dues deducted for any month in which they work in their classification.

3.2.2 The District shall deduct fees and dues from the wages of all workers who, after the ratification date of this *Agreement*, become members of ACE and for whom ACE has certified to the District that the members have submitted dues authorization forms.

3.2.3 ACE agrees to indemnify and save the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with section 3.2 of this Article, subject to sections 3.2.4 and 3.2.5.

3.2.4 Upon initiation of any claim related to this section, the District shall immediately notify and forward the claim to ACE, to allow ACE an opportunity to resolve the matter prior to the District spending any resources in rendering a defense. If the action proceeds after attempts at an informal resolution, the District shall provide general non-privileged updates relating to the claim to ACE, upon request.

3.2.5 ACE shall, within ninety (90) days of receipt of a request following final disposition of the claim, pay to the District all costs associated with actions under this Article, that were solely caused because the District relied upon information provided by ACE relating to dues deductions.

**3.3 Enforcement**

3.3.1 Upon receipt of certification from ACE, the District shall deduct from each salary warrant due the worker in the bargaining unit, an amount determined by the Union. Any changes in amount which are made known to the District on or before the 10th day of the month for which the deduction is to be made, will be

charged. The District shall promptly remit the entire amount to ACE. The District shall have no other obligation with respect to the amount deducted pursuant to this article, whether express or implied.

### 3.4 **Voluntary Payroll Deductions**

Dues may not be deducted for any "employee organization" as defined in Government Code Section 3540.1 except for ACE. A worker may elect to have deductions of at least \$2.00 per item made from their monthly salary for the following:

- 3.4.1 Payment to tax-deferred annuities.
- 3.4.2 Payment to a credit union.
- 3.4.3 Purchase of government savings bonds.
- 3.4.4 Premiums for insurance sponsored by a professional association or the Union.
- 3.4.5 Contributions to any scholarship fund administered by the District or by the Union.
- 3.4.6 Contributions to a student loan fund or a student assistance fund administered by the District.
- 3.4.7 Contributions to the Foothill-De Anza Foundation.
- 3.4.8 Contributions to United Way. (Contributions to another charitable organization may be arranged providing at least twenty-five District workers agree to authorize deductions.)
- 3.4.9 Such other payments or contributions as may be mutually agreed upon by the District and the Union, provided that 25 or more workers agree to authorize the deduction.
- 3.4.10 Contributions to the Committee on Political Education (C.O.P.E.) administered by ACE.

### 3.5 **Unit Information**

The District shall provide the ACE with contact information for unit members as a list of the following information, with each field in its own column, for all bargaining unit members within five (5) business days of the last payroll date of September, January, and May as follows:

- a. First Name;
- b. Middle initial;

- c. Last name;
- d. Suffix (e.g., Jr., III);
- e. Preferred name;
- f. Job Title;
- g. Department;
- h. Primary worksite name;
- i. Work telephone number;
- j. Work Extension;
- k. Home Street addresses (incl. apartment #);
- l. Mailing address (if different);
- m. City;
- n. State;
- o. Zip Code (5 or 9 digits);
- p. Home telephone number (10 digits) (if available);
- q. Personal cellular telephone number (10 digits) (if available);
- r. Personal email address of the employee (if available);
- s. Hire date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing ACE access to a secure electronic site within which the above information is available. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

The District shall provide a list of the names and information described above for all newly hired employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired. "Newly hired employee" means any full-time or part-time bargaining unit employee hired by the District who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from layoff rehire list) whose current position has placed them in the bargaining unit represented by ACE.