

1 ARTICLE 6
2 ORGANIZATIONAL SECURITY

3 6.1 MEMBERSHIP DUES AND REPRESENTATIVES

4 6.1.1 Any bargaining unit member who is a member of the Association or who has
5 applied for membership may sign and deliver to the District an assignment authorizing
6 deduction of unified membership dues, initiation fees and general assessments in the
7 Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such
8 dues from the regular salary check of the bargaining unit member each month for ten (10)
9 months. Deductions for bargaining unit members who sign such authorization after the
10 commencement of the school year shall be appropriately prorated to complete payments by the
11 end of the school year.

12 6.1.2 Any bargaining unit member who is not a member of the Association or who
13 does not make application for membership within thirty (30) days of the effective date of this
14 Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall
15 become a member of the Association or pay to the Association a fee in an amount equal to
16 unified membership dues, initiation fees and general assessments, payable to the Association in
17 one (1) lump sum cash payment. In the event that a bargaining unit member shall not pay such
18 fee directly to the Association, the District shall immediately begin automatic payroll deduction
19 as provided in California Government and Education Code and the Educational Employment
20 Relations Act.

21 6.1.3 Any bargaining unit member who is a member of a religious body whose
22 traditional tenets or teachings include objections to joining or financially supporting employee
23 organizations shall not be required to join or financially support the Association as a condition
24 of employment; except that such bargaining unit member shall pay, in lieu of service fee, sums

1 equal to such service fee to one (1) of the following non-religious, non-labor organizations,
2 charitable funds exempt from taxation under section 501C (3) of Title 26 of the Internal
3 Revenue Code:

4 6.1.3.1 American Cancer Society.

5 6.1.3.2 Fontana Teachers Association Scholarship Fund.

6 6.1.3.3 United Way of Fontana Area

7 6.1.3.4 Children's Service Fund for the Fontana Unified School District. Such payment
8 shall be made on or before October 18 of each school year.

9 6.1.4 Proof of payment and a written statement of objection, along with verifiable
10 evidence of membership in a religious body whose traditional tenets or teachings object to
11 joining or financially supporting employee organizations, pursuant to paragraphs 6.1.3 above,
12 shall be made on an annual basis to the Association as a condition of continued exemption from
13 the provisions of paragraphs 6.1.1 and 6.1.2 of this Article. Payment shall be in the form of
14 receipts and/or canceled checks indicating the amount paid, date of payment and to whom
15 payment in lieu of the service fees has been made. Such proof shall be presented on or before
16 October 30 of each year to the Association.

17 6.1.5 With respect to all sums deducted by the District pursuant to the paragraphs
18 above, whether for membership or dues or agency fee, the District agrees to remit as soon as
19 practical such monies to the Association accompanied by an alphabetical list of bargaining unit
20 members for whom such deductions have been made, categorizing them as to membership or
21 non-membership in the Association and indicating any changes in personnel from the list
22 previously furnished.

1 6.1.6 The Association agrees to furnish any information regarding membership status
2 and any other information needed by the District to fulfill the provisions of this Article. Such
3 information shall be updated on a monthly basis.

4 6.1.7 The Association agrees to hold the District harmless pursuant to Appendix F of
5 this Agreement.