

**FSUSD and F-SUTA Negotiations
March 18, 2019**

ARTICLE 6 - ORGANIZATIONAL SECURITY

- 6.1 The District shall withhold from the salary of each member of F-SUTA the dues in the Association (which shall include the dues in CTA and NEA, and the total of which shall be reported to the Assistant Superintendent/Human Resources by August 15 of each year) and shall transmit the funds withheld to the Association as instructed. Once a bargaining unit employee joins the Association, membership may only be discontinued according to the terms and conditions set forth on the authorization form developed by F-SUTA. ~~during the month of September of each year covered by this agreement. Unless discontinued, the member shall remain a member for the duration of this agreement.~~ All deductions shall be made in ten (10) equal installments for the months of September through June. The unpaid balance shall be withheld from the final warrant of members leaving the employment of the District before June 30. This District shall not deduct the dues of any other organization from the salaries of members of this unit but it shall, at the request of any member, deduct payments for insurance, eligible tax-sheltered annuities, credit unions, etc., up to ten (10) deductions.
- 6.2 ~~Any unit member who is not a member of the Fairfield Suisun Unified Teachers Association/CTA/NEA, or does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments, payable to the Association (local, state, national) in one lump sum cash payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 6.1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 6.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 6.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.~~
- 6.3 ~~Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Fairfield Suisun Unified Teachers Association/CTA/NEA as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to (1) F-SUTA Scholarship Fund, (2) Assist-a-Grad, (3) F-SUSD Special Account. Such payment shall be made on or before October 30 of each school year.~~
- 6.4 ~~Proof of payment and a written statement of objective along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Article 6.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 6.2 and 6.3 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to who~~

~~payment in lieu of the service fee has been made. Such proof shall be presented on or before October 30 of each school year.~~

- 6.5 The Association shall provide the District with a list of members who have completed the authorizations developed by the Association. With respect to all sums deducted by the District pursuant to Section s 6.1, ~~6.2 and 6.3~~ above ~~whether~~ for membership dues ~~or agency fee~~, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for who such deductions have been made, and indicating any changes in personnel from the list previously furnished.

[New section] The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article. **The District shall furnish the Association with a list of new hires, their position and site assignment as well as all known contact information on or before August 1. For any new hires after the above list is published, the District shall furnish the above information at least three days before the new hire reports to their site assignment.** The parties agree that membership (adding new members, maintaining current members, or dropping members who complete the process with the Association to do so) is entirely a function of the Association, and no part of this Agreement may interfere with the union membership process.

- 6.6 ~~Any unit member making payments as set forth in Sections 6.2 and 6.3 above, and who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying to the Association the reasonable cost of using said grievance or arbitration procedures. (Move revised language to 9.4.c – see below)~~

- 6.7 ~~A non-Association unit member may object to the use of any or all of the representation fee as provided in this section and applicable law. The Association shall establish procedures in accordance with the Educational Employment Relations Act, constitutional law, and Chapter 8, Sections 32992 through 32996, of the rules and regulations of the Public Employment Relations Board for (1) notification of non-Association unit members of the amount of representation fees, the basis for their calculation and the procedure for objecting to the use of all or any part of the fee, (2) the filing of financial reports, (3) appealing the amount of the fee, and (4) the placing in escrow of any representation fees in dispute.~~

6.8 Hold Harmless and Indemnity Provision

- a. The Association, as defined by this agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any legal or administrative actions which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this agreement ~~pertaining to representation fee.~~
- b. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any suit or action for which the District seeks indemnification and shall attempt to agree whether any such action listed above in Section 6.8.a. shall be compromised, resisted, defended, tried, or appealed.

- c. The Association shall decide and determine whether any such action or proceeding referred to in Section 6.8.a. shall or shall not be compromised, resisted, defended, tried, or appealed as long as the District does not have a distinct and separate legal interest in the matter in dispute.
- d. The District shall not be entitled to be reimbursed for any fees or costs, unless Sections 6.8.b. and 6.8.c. are complied with, and shall not be entitled to such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

9.4.c Any non-member who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying to the Association the reasonable cost of using said grievance or arbitration procedures.