

ARTICLE III
EMPLOYEE RIGHTS, CHECKOFF, AND ORGANIZATION SECURITY

- 3.1 The parties mutually recognize the right of all employees covered by this Agreement to join and participate in activities of SEIU, or to have SEIU represent them in their employment relations with the District, or to refuse to join or participate in the activities of SEIU or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.
- 3.2 Members of SEIU may submit to the Payroll Office, on forms supplied by SEIU and approved by the District, requests for payroll deductions of SEIU dues and for such other deductions as may have been requested by the Union, up to a maximum of three (3).
- 3.3 Funds deducted for SEIU dues pursuant to this article will be remitted to SEIU within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- 3.4 The District will provide SEIU with a statement accompanying the remittance, indicating the amount of dues deducted during the preceding pay period and the amount to be remitted to SEIU, with a list of employees for whom dues were deducted.
- 3.5 SEIU shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions of this article.
- 3.6 Any regular classified employee who is not a member of the Union, or who does not make application for membership within thirty (30) days of the effective date of this article or within thirty (30) days of the commencement of employment, shall pay a service fee to the Union.

The obligation to pay a service fee may be met by a monthly deduction from the classified employee's wages and salary or, if the classified employee is a religious objector, by complying with the terms of Section 3.7.

- 3.7 Any employee 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 the Union or pay a service fee. In lieu of a service fee, such employee shall be required to pay an amount equal to the service fee to a nonreligious, non-labor organization charitable fund exempt from taxation under §501(c)(3) of Title 26 of the Internal Revenue Code.

Any classified employee paying an amount equal to the service fee to one of the organizations above shall submit proof to the Union of such payments on an annual basis, as a condition of continued exemption from the requirement of financial support to the recognized employee organization.

- 3.8 If a classified employee covered by the terms of this agreement who claims a religious objection as provided for in Section 3.7 above does not make application for membership within the prescribed time and does not submit proof of payment to a charitable organization, the Union shall inform the classified employee of his/her obligation to do so. If, after proper notice, the classified employee does not comply with the provisions of

Section 3.7, the Union shall notify the District. Upon receipt of such notice, the District shall withhold the service fee from the classified employee's wages and salary and submit such fee to the Union as specified in this article.