ARTICLE V: ORGANIZATIONAL SECURITY

5.1 Any bargaining unit member who is not a member of the Association or who does not make application for membership within thirty (30) days from the unit member’s first day of employment shall become a member of the Association or pay to the Association a service fee in an amount equal to unified membership dues, initiation fees and general assessment payable to the Association. The Association shall notify the District the amount of the service fee and shall be solely responsible for the calculation of the amount of the service fee. Service fees shall be prorated for part time bargaining unit members. The bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Article IV.

5.2 A bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations will not be required to join, maintain membership in, or financially support the Association. In lieu of the payment of a service fee such bargaining unit member will contribute to a charitable organization approved by the Association and the District, a sum equal to the service fee. The Association may require evidence that such payments have been made. The charitable organizations authorized for contributions by the bargaining unit member are:

- Claremont Educational Foundation;
- Service Center for Independent Living (SCIL);
- City of Hope;
- American Red Cross; or
- Foundation to Assist California Teachers.

The Association agrees not to request mandatory payroll deductions for any member who has applied for exemption under this Section 5.2 and who has contributed a sum equal to the service fee to one of the designated charitable organizations.
5.3 In the event that a member of the bargaining unit does not pay the dues or fees referred to in Section 5.1 of this Article directly to the Association or authorize payment through payroll deduction, the District will, on written notification by the Association deduct the service fee and appropriate amounts to cover fees in arrears. The Association's notification to the District requesting mandatory payroll deduction for a member shall clearly set forth the amount of the fees to be mandatorily deducted and shall include the Association's certification that it has complied with all legal requirements for mandatory payroll deductions.

5.4 The Association agrees to furnish assistance and any information needed by the District to fulfill the provisions of this Article.

5.5 The Association shall indemnify and hold harmless the District, its officers, agents and employees, from and against any and all claims, demands, suits, administrative proceedings or any other action arising out of, or in any way connected with, the provisions of this Article, and/or the implementation thereof, including, without limitation, the District's deduction and/or payment of monies hereunder.

In any case in which the provisions of this Section are invoked or contested and it is necessary for the District to defend a position, use legal counsel, or incur any expenses in so doing, the Association agrees to provide the defense and to pay all costs incurred by the District, including attorneys' fees. In addition, the District may notify the Association that a claim has been made or a suit instituted against it and request the Association to provide legal representation. Upon receipt of such notification, the Association will provide legal representation for the District at its own expense. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

The Association will pay any judgments ordered against the District arising out of the proposed or actual implementation of this Article V.