

**Memorandum of Understanding**  
**between**  
**The Fontana Unified School District**  
**and**  
**United Steelworkers, Local 8699**

April 20, 2021

This Memorandum of Understanding is entered into by and between the Fontana Unified School District (“the District”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC and its Local 8599 (“the Union”), who are parties to a collective bargaining agreement that contained a Union Security provision which conflicted with *Janus v. AFSCME Council 31*, 138 S. Ct. 2448 (2018). That provision is attached below as Appendix A.

The parties agree that, in the event that there is a change in law or holding by a court of competent jurisdiction that permits the withholding of dues or an equivalent fee as a condition of employment, the parties agree to **use the prior contract language from Article 40 Union Security (Agency Shop), as identified in Appendix A, as our template for negotiation discussion in order to meet the provisions of the new legislation.**

APPENDIX A

ARTICLE 40

UNION SECURITY (AGENCY SHOP)

Effective the date of this Bargaining Agreement, the District shall grant an Agency Shop with the following provisions and requirements:

1. All Classified Bargaining Unit Members, and new Classified Bargaining Unit Members, shall become members of the Union within thirty (30) calendar days as condition of continued employment except as provided in paragraphs 2 and 3 of this section.
2. Present Classified Bargaining Unit Members, employed on or after October 6, 1977, or new Classified Bargaining Unit Members who, after thirty (30) calendar days of employment, do not join the Union, shall be required to pay a service fee equal to the amount due under the Union dues structure as a condition of continued employment.
3. Present Classified Bargaining Unit Members or new Classified Bargaining Unit Members who, after thirty (30) calendar days of employment, through religious affiliation or reason of compelling personal conviction cannot pay dues or service fees to the Union, shall be excluded from this Article and pay a like amount to one of the following organizations at the Classified Bargaining Unit Member’s choice.

UNITED WAY	AMERICAN CANCER SOCIETY
AIDS FOUNDATION	JUVENILE DIABETES FOUNDATION
AMERICAN LUNG ASSOCIATION	ALZHEIMER'S ASSOCIATION
CITY OF HOPE	MULTIPLE SCLEROSIS ASSOCIATION
RONALD McDONALD HOUSE	AMERICAN HEART ASSOCIATION
OPTION HOUSE	MAKE-A-WISH FOUNDATION

(Verification of payments will be made available to the Union). This section is not subject to Article 16, Grievance Procedure.

4. The Union shall indemnify and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.


5. In the event the Classified Bargaining Unit Member fails to maintain membership as required above and/or by applicable law, said Classified Bargaining Unit Member shall, upon written request from the Union, be terminated by the District.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Joseph Bremgartner, Assoc Supt,  
Human Resources

\_\_\_\_\_  
Marly Sandoval, International  
Representative, USW Local 8599

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Tika Davé-Harris, Director, Classified  
Human Resources

  
\_\_\_\_\_  
Dawn Dooley, President, USW Local  
8599

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DATED: 4/20/2021

  
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Human Resources

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Representative, USW Local 8599

  
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