

Fair Share Service Fee
Objection Procedures: Objection to the Payment of the Fair Share Service Fee
Based on Religious Principles

Introduction:

Any faculty member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, may file an *Objection to the Payment of the Fair Share Service Fee Based on Religious Principles* (*Objection*). The purpose of filing an *Objection* is to request a redirection of the fee to an alternative charitable organization because your religious principles do not permit support of an employee organization. Such redirection is only available to non-members who file an *Objection* in writing within the specified time period.

Objection Procedures:

1. Each year, the All Faculty Association (AFA) shall send a *Notice* to non-members informing them of its determination of the Fair Share Service Fee.
2. Included with this *Notice* shall be a detailed written description of the expenditures of AFA, including the delineation of which expenses are “chargeable” and which are “non-chargeable.” This information shall be verified by a Certified Public Accountant.
3. A statement of anticipated proportion of chargeable and non-chargeable expenses for the following year shall be made, based on the actual expenditures made during the previous (audited) year.
4. Non-members who wish to file an *Objection* must inform AFA of their objection by the date specified on the *Notice*. A minimum of 30 days from the date of the *Notice* will be provided before the specified date. The *Objection* must:
 - be in writing;
 - be directed to the President of AFA;
 - include your name, address, social security number, and signature;
 - set forth the basis for the religious objection to paying the Fair Share Service Fee to AFA — this shall include a statement identifying your religious affiliation and explaining the tenet or teaching under which this objection is made; and
 - be sent by certified mail or delivered in person to the AFA office by the specified deadline.
5. Upon receipt of the *Objection*, the amount in dispute shall be placed in a separate interest-bearing escrow account, until the matter has been resolved.
6. The All Faculty Association shall have the responsibility of determining the validity of each *Objection*. The AFA Executive Council shall review each *Objection* within 15 days after the specified deadline for filing an *Objection*. AFA will respond to each *Objection* in writing within 15 days of the meeting held to review the *Objection*.

7. The All Faculty Association reserves the sole right to resolve any such *Objection* by refunding the entire disputed amount, plus interest from the escrow account, and henceforth not deducting the disputed amount from your paycheck for the academic year.
8. If, after the AFA Executive Council reviews your *Objection*, a satisfactory settlement or resolution cannot be reached, the dispute may be referred to arbitration with the American Arbitration Association.
9. You may withdraw an *Objection* at any time. Otherwise, it will remain in force for the duration of your employment at SRJC.
10. As provided in Government Code Section 3546.3, if your *Objection* is approved by AFA, and if you request the assistance of AFA in using the conciliation and grievance procedures set forth in Article 11 of the AFA/District Contract, or in representing you in individual issues related to terms and conditions of employment, AFA may charge you for the reasonable cost of providing these services.