

ARTICLE 3

ORGANIZATIONAL SECURITY

A. Union Member Dues Deduction:

1. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to CSEA. The Superintendent shall deduct other voluntary payments as authorized by unit members and CSEA. CSEA members who currently have authorization cards on file for the above purposes need not execute new authorization cards. Upon written request from CSEA to the Superintendent, membership dues, initiation fees, and general assessments shall be increased or decreased without reauthorization from unit members.
2. The Superintendent shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The Superintendent shall refer all employee questions about CSEA or dues over to the CSEA chapter president or CSEA Labor Relations Representative. CSEA shall defend and indemnify the Superintendent for any claims arising from its compliance with this clause. This agreement shall satisfy the Superintendent's duty to bargain effects of *Janus* decision.
3. The Superintendent agrees to remit such dues deductions promptly to CSEA accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
4. The Superintendent shall not interfere with the terms of any agreement between CSEA and the Superintendent's employee with regard to that employee's membership in CSEA, including but not limited to automatic yearly renewal unless the worker drops out during a specified window period. The Superintendent need not keep track of this period which shall be tracked by CSEA within its membership database.
5. The Superintendent shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on

behalf of the union before processing any revocation request in accordance with SB 866.

B. Indemnification and Hold Harmless:

1. CSEA shall defend and indemnify the Superintendent for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
2. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.