

ARTICLE 3 - ORGANIZATIONAL SECURITY

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3 3.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues, and
4 service fees deducted for employees covered by this Article by the District. The District
5 shall, upon appropriate written authorization from any employee, deduct an appropriate
6 remittance for insurance premiums, credit union payments, savings bonds, charitable
7 donations, other plans or programs jointly approved by CSEA and the District. The
8 District shall pay to the designated payee within fifteen (15) days of the deduction all
9 sums so deducted.

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11 This Article protects the rights of individual employees without restricting CSEA's right to
12 require every bargaining unit member, except those who are exempt from these
13 provisions, to pay a Fair Share Service Fee.

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15 3.2 Dues Deduction: Upon appropriate notification from CSEA and the unit member, the
16 District shall deduct in accordance with the CSEA dues and service fee schedule,
17 attached hereto and marked Appendix B, dues from the wages of all employees who are
18 members of CSEA on the date of the execution of this Agreement.

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20 The District may deduct from the amount transmitted to the Association the actual costs
21 of making the deductions.

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23 3.3 Service Fee: Each person employed, who fails voluntarily to acquire membership in
24 CSEA, shall be required as a condition of continued employment, beginning on the 30th
25 day following the beginning of such employment, to pay to CSEA a service fee as a
26 contribution toward the administration of this Agreement and the representation of such
27 employees. The service fee shall be in the same amount and payable at the same time
28 as CSEA's regular dues.

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30 3.4 Religious Objection: If an employee covered by this Article belongs to a recognized
31 religious sect which does not permit its members to pay a representational fee to any
32 employee organization, an amount equal to the representational fee which would have
33 been paid will be deducted monthly from the employee and forwarded to a non-religious,
34 non-labor organization, charitable fund exempt from taxation under Section 501 (c) (3) of
35 Title 26 of the Internal Revenue Code, chosen by the employee or CSEA.

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37 3.5 Hold Harmless: The Association shall be solely responsible for enforcing this Article
38 and shall indemnify, reimburse reasonable attorney's fees and hold harmless the District
39 its officers and agents, from claims made and from law suits instituted against or by the
40 District in respect to deductions herein required or any actions arising from this
41 provision.

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43 It shall be the responsibility of CSEA to inform unit members affected by this Article of
44 their obligations hereunder and to notify any unit member who fails to comply of his/her
45 lack of compliance. The District shall not be requested or required to take any action
46 whatsoever regarding implementation or enforcement of this Article.