ARTICLE XX: ORGANIZATIONAL SECURITY

20.1 Membership

20.1.1 It is the mutual intent of the parties that the provisions in this Article protect the rights of individual employees without restricting the Association’s right to require CSEA members to pay dues by payroll deduction.

20.1.2 The District and the Association agree that any bargaining unit member who becomes a member of the Association shall maintain membership status.

20.1.3 The District shall refer any employee who asks questions about CSEA, CSEA membership or dues collection, other than questions to payroll staff regarding the amount of dues collected from paychecks, to the CSEA Labor Relations Representative and/or Chapter President or designee.

20.1.4 Each member of CSEA shall pay dues in the amount not exceeding the amount of the standard initiation fee, periodic dues and general assessments of the Association. Dues shall be prorated for part time employees. In the event that a member of the bargaining unit does not pay the dues referred to in this Article XX directly to the Association or authorize payment through payroll deduction, the District will, on written notification and presentation of adequate documentation by the Association, deduct the dues and appropriate amounts to cover dues in arrears. Such notification shall include evidence that the employee has failed to pay such dues for at least three (3) consecutive months, and that the Association has notified the employee, in writing, on at least two separate occasions, at least two weeks apart, of the alleged default in dues payment. The Association's notification to the member must include a statement of the amount of dues owed as of the date of said notification.
20.2 **Requirements** - With respect to all sums deducted by the District pursuant to this Article XX, Organizational Security, for membership dues, the District agrees to remit promptly such monies to the Association.

20.3 **Hold Harmless Provision** - CSEA shall defend, indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement, or judgment liability arising from any court or administrative action relating to the District’s compliance with this organizational security article, provided the District has promptly notified CSEA of its awareness of such action. This indemnification and hold harmless duty shall not apply to actions related to compliance with this article brought by CSEA against the District. CSEA shall have the exclusive right to determine whether any action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

20.4 **Information Provision** - The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article XX.