ARTICLE 25
ORGANIZATIONAL SECURITY

A. CSEA shall have the right to have membership dues, initiation and agency fees deducted for unit members.

B. The District shall deduct dues from the wages of all unit members who are members of CSEA on the date of execution of this Agreement, and who have submitted voluntary dues deduction authorization forms to the District.

C. The District shall deduct dues from the wages of all unit members who, after the date of this Agreement, become members of the CSEA and submit voluntary dues deduction authorization forms.

D. Beginning on July 1, 1996, unit members who are CSEA members and who elect not to initiate a voluntary dues deduction authorization form, shall pay an agency service fee to the CSEA. The agency service fee must not support CSEA activities beyond CSEA's representational obligations, and shall not exceed the amount allowed by current law. Any dispute between a unit member and CSEA over the amount of the agency service fee must be expedited by CSEA and must be consistent with current law. Such agency service fee may be paid by submitting a voluntary agency service fee deduction authorization form to the District, by direct annual payment to CSEA by October 1st of any school year, or by involuntary deduction from wages pursuant to Education Code section 88167 which is the sole remedy in this Article for failure to voluntarily pay the agency service fee.

E. CSEA shall comply with the following:

1. Dues Year and Fiscal Year

   a. CSEA shall notify unit members and the District of the dates of its fiscal year and its dues year.

2. Annual Notice to Nonmembers

   Prior to the commencement of any payment of an agency service fee including involuntary payroll deduction of the agency service fee. CSEA shall mail to all nonmembers an "Agency Service Fee Explanation and Notice of Right to Challenge," which shall be consistent with current law including any applicable regulations and decisions of the PERB.

3. Filing of Challenges

   Nonmembers who wish to challenge the amount of the agency service fee may do so in a manner consistent with applicable law.

F. New unit members, within sixty (60) days from the commencement of actual employment must submit a dues or agency service fee voluntary deduction authorization form, or shall pay an amount not to exceed the amount allowed by current law directly to the CSEA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code section 88167 which is the sole remedy in the Article for failure to voluntarily pay the agency service fees. No involuntary deduction shall occur unless the requirements in paragraphs D and E have been completed.
G. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such unit member is required, in lieu of payment of dues or agency service fee to CSEA, to pay an amount no greater than the current CSEA dues to any non-religious, non-labor organization, charitable fund exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code. In this regard, a District Scholarship account will be maintained. Proof of payment to any fund shall be made on an annual basis to the CSEA.

Any dispute over the eligibility of a unit member under this Provision F shall be resolved at any step in the following procedure: (1) investigation by CSEA; (2) meeting(s) between CSEA and unit member; (3) meeting(s) involving the District, CSEA and the unit member; and (4) the Grievance Procedure of this Agreement.

H. CSEA shall completely indemnify and hold the District harmless from any and all claims, demands or lawsuits, or other action arising from provisions contained in this Article. If CSEA fails to remit any costs to the District pursuant to this provision, or fails to completely indemnify and hold the District harmless, within sixty (60) days of notice to CSEA, the District may unilaterally terminate provisions D, E, F and G from this Article.

When new classified employee orientations occur, CSEA will be given the opportunity to meet with new classified employees and present those employees with information about CSEA and its function.