

1. Membership and Dues Deduction:

- 1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US __ (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
- 1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2. Dues Deduction:

- 2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 2.2 The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 2.4 There shall be no charge by the employer to CSEA regular membership dues deductions.
- 2.5 The Union agrees to reimburse the employer, its officers and agents for reasonable Attorney's fees and legal costs incurred after notice to Union in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
- 2.6 The Union agrees to reimburse the employer, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified the Union of its awareness of such action.

2. Dues Deduction Continued:

- 2.7 The Union shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 2.8 The District will provide CSEA notice, within ten (10) business days of employment, of any new employee in order to facilitate an orientation process by CSEA. The notice will also include the employee's work site and all contact information both personal and business. CSEA will maintain the privacy of the employees' information.

As part of the orientation of a new employee, CSEA as the exclusive representative shall be allowed release time for meeting with the new employee during the first (10) business days of employment. An opportunity will be provided for a new employee to meet with the CSEA Chapter President or designee employee to receive PACE information for twenty (20) minutes during the first (10) business days of employment. Such orientation time shall be uninterrupted, during regularly scheduled hours and with pay. All efforts will be made to meet in groups if more than 1 employee is hired during that time period. This time will be taken from allotted 2 hours per month. If time will exceed allotted (2) two hours per month, additional time will be given upon agreement between District and Chapter (P.A.C.E.)

3. Membership Information:

- 3.1. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
- 3.2. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.
- 3.2 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

4. Hold Harmless Provision:

- 4.1 CSEA shall defend and indemnify District 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.
- 4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.