

Article 3 ORGANIZATIONAL SECURITY

§ 3.1 Check Off

§ 3.1.1 SEIU shall have the sole and exclusive right to have membership dues deducted for unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, other plans or programs, which have been jointly approved by SEIU and the District. The District shall pay to the designated payee within a reasonable period of time the deduction of all sums.

§ 3.2 Dues Deduction

§ 3.2.1 The District shall deduct in accordance with the current SEIU dues schedule, dues from the wages of all unit members who are members of SEIU on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

§ 3.2.2 The District shall deduct dues in accordance with the dues schedule, from wages of all unit members who, after the date of execution of this Agreement, become members of SEIU and submit to the District a dues authorization form.

§ 3.2.3 COPE Deductions

Unit members covered by this Agreement may voluntarily choose to authorize the District to make regular payroll deductions from their wages for the purpose of supporting candidates for federal, state and local office and for addressing political issues of public importance. Such deductions shall be regularly forwarded to the SEIU, Local 1021, Committee on Political Education (COPE) fund, together with a list of unit members authorizing them and the amount deducted for each unit member. The District will begin deductions on receipt of a signed COPE deduction card. Unit members may cancel authorization with thirty (30) days notice.

§ 3.2.4 Notification of Agency Shop Implementation

Subsequent to the ratification of this agreement, the union exercised its rights pursuant to Senate Bill 1960 implementing agency shop provisions. (See Appendix I)

Article 3 ORGANIZATIONAL SECURITY (Continued)

§ 3.3 Maintenance of Membership

§ 3.3.1 Every unit member covered by this Agreement, who on the effective date of this Agreement is a member of SEIU, and each unit member covered by this Agreement who becomes a member after that day, shall maintain his/her membership in SEIU.

§ 3.3.2 A unit member who is a member of SEIU shall have the right to terminate his/her membership within a period of thirty (30) days following the expiration of this Agreement.

§ 3.3.3 SEIU shall indemnify, defend and hold District, Board Members, and unit members harmless from any claims made of any nature or any lawsuit instituted against the District, Board Members, and unit members arising from the District's actions pursuant to its obligations contained in this article. At District request, SEIU shall pay for the cost of legal representation to the District, for the attorney of the District's choice in any litigation contesting in any way the validity of the organizational security provisions of this Agreement and shall pay court costs and other expenses related thereto.

§ 3.4 Non -Discrimination

§ 3.4.1 This Agreement provides for equal employment opportunities to all applicants and unit members regardless of ethnicity/race, color, sex, age, religion, marital status, sexual orientation, disability, national origin, medical condition, status as a Vietnam-era veteran, or political or organizational affiliation, or current employment status with District, union affiliation or activities. All employment decisions (employment, retention, dismissal, compensation, and advancement) will be based on merit and be responsive to the needs of the District.

Beyond assurances of non-discrimination, the District is committed to affirmative action to eliminate any under utilization of ethnic minorities and women, as stated in the District's Staff Diversity/Affirmative Action Plan and Board Policy /Procedures.

The District Compliance Officer is responsible for administering the District's non-discrimination compliance procedures.