

Article 13 - Organizational Security

- 13.1 The Association has the exclusive right to have employee organization membership dues deducted by the District for Union Members in the bargaining unit.
- 13.1.1 The District shall deduct Association dues from Union Members who have submitted payroll deduction authorization forms to the Union.
- 13.1.2 Union members, in lieu of payroll deductions, may pay dues or service fees directly to the Association in a lump sum.
- 13.1.3 The Association shall provide to the District the necessary forms to implement the provisions of this Article. The District shall provide the form to all employees hired by the District after the implementation date of this Article.
- 13.1.4 The Association may request a change in the amount to be collected by payroll deductions for members provided an authorized officer of the Association submits a written request to the District for such an adjustment at least fifteen (15) calendar days prior to the starting date for such a change.
- 13.1.5 The District shall, without charge, pay to the Association within thirty (30) days of deduction, all sums deducted under this Article. The District shall provide the Association with an accompanying alphabetical list of bargaining unit members for whom dues deductions have been made, identifying each by name, last four of the social security number, and amount of dues or service fees deducted.
- 13.2 The Association agrees to hold harmless and indemnify the District from liability arising out of any monies paid by the District to the Association pursuant to this Articles 13 and 17, amended or any prior version of Articles 13 and 17 as follows:

The Association agrees to pay to the District all reasonable legal fees and costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality and/or constitutionality of the provisions of this Agreement or their implementation, and to pay any final judgment or settlement arising from such action.

As long as the Association complies with the above obligations to hold the District harmless and indemnify the District from liability related to this Article, the Association shall have the right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed and will be the primary party defending against any such actions.

Within ten (10) days of proper service of a claim, demand, suit or other legal action against any protected party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon lawful request,

the District shall provide the Association's legal counsel with documents and information reasonably related to providing defense.