ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 **PAYMENT OF MONIES**

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**

ARTICLE 4: ORGANIZATIONAL SECURITY

SDEA Proposal Passed January 27, 2020

4.1 **DUES DEDUCTIONS**

Any unit member who is a member of SDEA, or who applies for membership, may sign and deliver to SDEA an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by SDEA. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, GPA shall deduct one-twentieth (1/20th) of such dues from the pay warrant of the unit member each pay period for ten (10) months. This section shall not be subject to the provisions the Grievance Procedures outlined in this Collective Bargaining Agreement. The Parties agree to comply with the provisions of California Gov. Code Section 45060 in the implementation of dues deductions.

4.2 PAYMENT OF MONIES

With respect to all membership dues deducted by GPA pursuant this Article, the school agrees to remit such monies to SDEA accompanied by an alphabetical list of all unit members showing their names, home addresses, work and home telephone numbers, job titles, FTE status, and amount remitted.

4.3 PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts regulations which impact the terms of this article, it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

4.4 HOLD HARMLESS

SDEA agrees to indemnify, defend, and save harmless GPA, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from third party legal claims or challenges which arise out of payroll deductions made by the school in reliance on information and notification provided to the school by SDEA, and not to grievances or other disputes between the school and SDEA involving the interpretation or implementation of these provisions. SDEA shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, SDEA shall be required to inform and consult with GPA.

4.5 MISCELLANEOUS

4.5.1 GPA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than fifteen (15) workdays after submission of the form by the unit member or SDEA.

- 4.5.2 SDEA agrees to furnish any information needed by GPA to fulfill the provisions of this Article.
- 4.5.3 In accordance with California Education Code 45168 (a)(6), GPA shall refer all requests for changes in membership to SDEA.

Members of SDEA may act at any time to revoke their membership by providing written notice of withdrawal to the San Diego Education Association.

4.7 **NON-INTERFERENCE**