

ARTICLE 10: ORGANIZATIONAL SECURITY

10.1 Any unit member who is a member of the Burbank Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for bargaining unit members who sign such authorizations after the beginning of the school year shall be prorated in such manner that the employee will pay membership dues only in proportion to the number of school months during the school year in which the employee is a member of the Association. Any fraction of a month of membership shall be counted as a full month. Unit members who currently have authorization cards on file for the above purpose need not be re-solicited. Such authorization shall continue in effect unless revoked in writing in accordance with the provisions of this Article.

10.1.2 The District shall not deduct monies specifically earmarked for ABC, PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

10.1.3 A unit member who revokes authorization for the payroll deduction of dues, fees and assessments consistent with the provisions of this Article shall comply with 10.1.

10.2 With respect to all deductions by the District pursuant to this Article, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

10.3 With respect to all deductions by the District pursuant to this Article, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions. (Duplicate language. Same as above)

10.4 Hold Harmless and Indemnity Provision

10.4.1 The Association, as defined by this Agreement, shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any legal or administrative actions which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of this Article.

- 10.4.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any suit or action for which the District seeks indemnification and shall attempt to agree whether any such action listed in Section 10.4.1 shall be compromised, resisted, defended, tried, or appealed.
- 10.4.3 The Association shall have the right to determine, after consultation with the District, whether such action or suit shall or shall not be compromised, settled, resisted, defended, tried or appealed. The Association shall cooperate in good faith with the District in any determination of whether such action or suit shall or shall not be compromised, settled, resisted, defended, tried or appealed. Each party shall act reasonably to protect the interests of the other party. The Association shall not unilaterally make any decision with regard to such action or suit if such decision includes or involves the admission of any wrong doing by the District, its officers, its agents, or its employees; if such decision includes or involves any financial or personal liability of the District, its officers, its agents, or its employees (unless the Association agrees to assume such liability); or if such decision requires the District to violate any law, prior contractual commitment made by the District, or any District policy.