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ARTICLE III

DUES DEDUCTION

~~1.0 — Voluntary Authorizations 1.0 Payroll Deductions:~~ The District shall deduct ALA/TEAMSTERS LOCAL 2010/Teamster dues, fees and Union political action fund contributions from the salary of each employee, as certified to the District by ALA/TEAMSTERS LOCAL 2010/Teamsters Local 2010. ~~who has submitted a written authorization.~~ Such an authorization deductions shall continue in effect unless revoked in writing by the employee the District is directed otherwise by the Union. ~~Such revocation~~ Any change to an employee's deduction shall be effective at the next pay period, provided notice is given twenty (20) calendar days prior to the next payday. For payroll purposes, the District shall deduct on a monthly basis an amount which is evidenced by an upload file submitted no later than the 10th of each month to the District by ALA/TEAMSTERS LOCAL 2010/Teamsters Local 2010. ~~The District shall deduct one twelfth (1/12) of such annual dues from each regular salary warrant which contains sufficient funds to cover the deductions.~~

If the District's withholdings from an employee's salary in any payroll period are insufficient to meet the amount authorized by the employee for ALA/TEAMSTERS LOCAL 2010 dues or ALA/TEAMSTERS LOCAL 2010- sponsored insurance, the District shall make an appropriate adjustment on a subsequent pay warrant. ALA/TEAMSTERS LOCAL 2010 agrees to hold the District harmless against any claims or liabilities arising out of any such adjustments.

~~2.01.0~~ 2.0 Remitted to ALA/TEAMSTERS LOCAL 2010: A deposit approximating the amount of dues so deducted shall be remitted to ALA/TEAMSTERS LOCAL 2010 on payday, and the reconciled amount will be supplied to ALA/TEAMSTERS LOCAL 2010 within thirty (30) days after the deductions are made, together with a list of affected employees. Accompanying the remittance monies shall be a report which shall contain an alphabetical listing of the bargaining unit members for whom payroll deductions were processed by the District. The report shall include the employee identification number, employee name, amount withheld and the gross pay upon which the deduction was calculated.

3.0 Exclusive to ALA/TEAMSTERS LOCAL 2010: Payroll deductions for membership dues from employees shall be exclusive on behalf of ALA/TEAMSTERS LOCAL 2010, and no dues deductions are to be made on behalf of any other employee organization as defined in Government Code 3540.1(d).

4.0 Any employee who is not a member of ALA/TEAMSTERS LOCAL 2010 and requests ALA/TEAMSTERS LOCAL 2010 to utilize the grievance/arbitration provisions on the employee's behalf, shall be subject to charges by ALA/TEAMSTERS LOCAL 2010 for the reasonable cost of using such procedures. Such charges are between the employee and ALA/TEAMSTERS LOCAL 2010, and disputes regarding such matters are not subject to the grievance procedures of this Agreement.

4.1 Implementation dates: AAALAAALA/TEAMSTERS LOCAL 2010 members' payment obligations applicable to employees shall be processed by the District with the payroll immediately following the effective date of the payment requirement, provided that the information is on file with the Payroll Branch by the deadline for filing time reports.

~~2.1 — 4.2~~ Should LAUSD hold District wide meetings specifically for employees newly assigned to an AAAL represented classification (e.g. New Principals or New Assistant Principal Meetings), AAAL shall be allowed to make a brief presentation regarding AAAL membership information to the participants. The District shall inform AAAL of the date, time and location of such meetings.

2.21.1 4.3-4.2 Indemnity/Hold-Harmless: AAALAAALA/TEAMSTERS LOCAL 2010 agrees to indemnify and hold the District harmless against any and all liabilities (including reasonable and necessary costs of litigation), arising from any and all claims, demands, suits, or other actions relating to the District's compliance or attempted compliance with either this Agreement or relating

Article III – Dues Deduction

to the conduct of [AALAAALA/TEAMSTERS LOCAL 2010](#) in administering this Agreement, [AALAAALA/TEAMSTERS LOCAL 2010](#) shall have the right to determine and decide all matters relating to settlement and conduct of the litigation. In no case shall District funds be involved in any remedy relating to dues deductions. ~~Any underpayments to [AALAAALA/TEAMSTERS LOCAL 2010](#) resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayments to [AALAAALA/TEAMSTERS LOCAL 2010](#) resulting from excessive deductions shall be remedied either by refund from [AALAAALA/TEAMSTERS LOCAL 2010](#) to the affected employee(s) or by a credit against future payments by the affected employee(s).~~

4.4.4.3 The District will furnish any information needed by [AALAAALA/TEAMSTERS LOCAL 2010](#) to fulfill the provisions of this Agreement.

5.0 ~~Correction of Errors: If the District fails to make deductions, as provided herein, to [AALAAALA/TEAMSTERS LOCAL 2010](#)/Teamsters Local 2010, such authorized deductions, or erroneously withholds deductions, the District shall correct the errors. The District shall refund to Teamsters Local 2010 any deductions it has erroneously failed to remit. From the time Teamsters Local 2010 notifies the District in writing of any such errors, the District shall have forty-five (45) calendar days to make the correction. If after forty-five (45) calendar days the District does not make the agreed-upon corrections and Teamsters Local 2010 incurs direct costs, the District will reimburse Teamsters Local 2010 for reasonable, documented costs incurred to make corrections for only District errors. If there is not agreement on the correction or the costs, Teamsters Local 2010 may grieve the matter only as a union grievance. It is expressly understood and agreed that Teamsters Local 2010 shall refund to the employee any deductions erroneously withheld from the employee's wages by the District and paid to Teamsters Local 2010.~~

6.0 ~~The District shall remain neutral regarding an employee's membership in the Union and shall not attempt to resolve disputes between [AALA](#) Teamsters Local 2010 and represented employees concerning union membership or deductions. The District will direct employee questions or concerns regarding Union membership, including requests to change or cancel deduction, to [AALA](#) Teamsters Local 2010.~~