


**Long Beach Community College District &
Certificated Hourly Instructors, Long Beach City College
July 1, 2016 – June 30, 2019 Collective Bargaining Agreement
SIDE LETTER AGREEMENT- JANUS COMPLIANCE**

1. This Side Letter of Agreement is entered into by and between the Long Beach Community College District ("LBCC") and the Certificated Hourly Instructors, Long Beach City College "CHI"), hereinafter referred to as "the parties."
2. The parties acknowledge that the June 27, 2018 Supreme Court decision *Janus v. AFSCME Council 31* ruled that public employees who are not members of a union cannot be required as a condition of employment to pay agency fees to the union, nor may public employees who are not union members have funds deducted from their paychecks and forwarded to the union absent their affirmative consent.
3. The District confirms that it has permanently ceased all agency fee deductions for any pay periods beginning July 1, 2018.
4. The Association confirms that it will not request or accept agency fee deductions after June 27, 2018.
5. The parties hereby agree to remove all references to agency fee and religious objector fee collection processes in Article 2.6 and amend Article 2.6 of the collective bargaining agreement per Attachment A of this Side Letter Agreement.
6. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
7. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties.
8. Execution: The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.



For Long Beach Community College District



For Certificated Hourly Instructors,
Long Beach City College Chapter

10.23.18

Date

10/24/18

Date

ATTACHMENT A

2.6 Association Dues

2.6.1 The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the unit regardless of whether they are members of the Association.

2.6.2 Payroll Dues Deductions:

- a) When drawing orders for salary payments to unit members covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the unit member to be deducted for the purpose of paying the unified membership dues of the unit member in the Association and its affiliates.
- b) Deductions for members of the bargaining unit who elect to pay association dues and who commence duties after the beginning of the academic year and therefore are not subject to deductions until after the beginning of the academic year shall be pro-rated in such a manner that the employee will pay dues or fees only in proportion to the number of months during the academic year in which he/she is a member of the Association or otherwise subject to the terms of this Article. Any fraction of a month shall be counted as a full month.
- c) A unit member's written dues deduction authorization shall be revocable only upon receipt of written notice to the District from the Association, and such revocation shall be effective commencing with the next pay period after receipt thereof.
- d) Change in Dues: Any change in dues will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes.
- e) Forfeiture of Deductions: If the balance of an employee's wages, after all other mandatory deductions are made in any one period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period. In this event the Association shall determine how to collect said dues.
- f) Non-Paid Status: The provisions of this Agreement shall not apply during periods that an employee is out of paid status.

2.6.3 Hold Harmless: The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the representation fee provisions of this Agreement or their implementation, as defined in California Education Code Section 87833, et seq.

3.1.2.01
10.23.13