MEMORANDUM OF UNDERSTANDING BETWEEN
LONG BEACH COMMUNITY COLLEGE DISTRICT
AND
LONG BEACH COLLEGE CERTIFICATED HOURLY INSTRUCTORS
(CHI/CTA/NEA)

This Memorandum of Understanding ("MOU") is entered into by and between the Long Beach Community College District ("District" or "Employer") and Long Beach CHI/CTA/NEA ("Exclusive Representative" or "Union").

Agency Fee
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. Subject to the remaining provisions of this section, all covered employees employed on or after the effective date of this Agreement and continuing as long as the Association remains the exclusive representation for this bargaining unit or until revocation of this arrangement in accordance with section I below, shall as a condition of employment either:

Become a member of the Association and remain a member as long as the Association remains the exclusive representative for this bargaining unit; or

Pay to the Association a fair share fee in an amount equal to unified membership dues, which does not exceed the amount of its standard initiation fee, dues, and general assessments.

Deductions for members of the bargaining unit 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 prorated 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.

Religious Objectors:
Any employee who is a member of a religious body or sect whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financial support the Association as a condition of employment; except that such employee shall pay, in lieu of a representation fee, a sum equal to such representation fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under section 501 (c)(3) of Title 26 of the Internal Revenue Code:

1. American Cancer Society
2. American Heart Association
3. UNICEF
4. Long Beach Community College Foundation

Such payments shall be made on or before the 60th day of each academic year, or 60 days from the date of employment if a unit member is not hired at the beginning of the year, and pro-rated.
accordingly. Payment arrangement shall be made through the Association on a form individuals may request from the Association.

Any employee making payments as set forth above and who request that any contract dispute resolution provisions of this Agreement be used beyond mediation, shall be responsible for paying the reasonable cost of using said procedures.

Non-Paid Status:
The provisions of this Agreement shall not apply during periods that an employee is out of paid status.

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.

Forfeiture of Deductions:
If the balance of the an employee's wages, after all other mandatory deductions are made in any one pay 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.

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 Gov. Code. 3546 et. Seq.

This MOU is made this 19th day of August, 2010

LONG BEACH COMMUNITY COLLEGE

[Signature]
Authorized Representative of the College District

LONG BEACH CHI/CTA/NEA

[Signature]
Authorized Representative of the Exclusive Representative