



California
School
Employees
Association

1505 Gardena Avenue
Glendale, CA 91204

(818) 244-1545
(800) 834-9959
FAX: (818) 244-8897
www.csea.com

Ben Valdepeña
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



July 15, 2020

VIA Electronic
michael2901@sbcglobal.net

Michael Roberts
Chapter President #36
23190 Via Socio
Homeland, CA 92548-9484

RE: Memorandum of Understanding (MOU) – Temporary Pay Freeze and Furlough Day

Dear President Roberts:

I have received the Memorandum of Understanding (MOU) regarding the Temporary Pay Freeze and Furlough Day between the Santa Monica Community College District and the California School Employees Association and its Santa Monica College Chapter #36 (CSEA).

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this MOU **is** required. Please provide your Labor Relations Representative Jessica Gonzalez with the ratification date so that we may update our records.

*Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice. **Should your chapter choose to ratify prior to the "Shelter-in-Place" order and/or limitations on gatherings being lifted, please be sure to follow the April 6, 2020 temporary emergency waiver of Policy 610 (attached).***

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedications are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Espie Medellin
Field Director

EM/vt
20 JG 36 MOU Temp. Pay Freeze and Furlough Day

Enclosure(s)

Cc: Letetsia Fox, Regional Representative #69; Don Snyder, Area I Director;
Jessica Gonzalez. Labor Relations Representative; Chapter #36 File

Our mission: To improve the lives of our members, students and community.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Santa Monica Community College District (the "District") and the California School Employees Association and its Chapter 36 (together "CSEA") as of this 9th day of July, 2020.

RECITALS

- A. On March 17, 2020, the Board of Trustees of the District declared a local emergency because of the effects of the COVID-19 global pandemic.
- B. Throughout the COVID-19 global pandemic, the District has worked collaboratively with CSEA to protect classified employees from adverse impacts caused by major disruptions in the way the District delivers services.
- C. The COVID-19 global pandemic has created a fiscal crisis for state and local governmental entities across the United States.
- D. On June 2, 2020, the Board of Trustee declared a fiscal emergency as a result of economic impacts of COVID-19.
- E. Over 90% of the District's general fund expenditures are for employee salaries and benefits and a reduction in such expenditures is required in order to adopt a budget for fiscal year 2020-21.
- F. To the extent possible given the evolving fiscal crisis faced by the District, it is in the best interests of the District and CSEA to avoid layoffs.

AGREEMENT

In consideration of the covenants and agreements herein contained, the parties agree as follows:

1. The rate of pay for all employees covered by the Collective Bargaining Agreement between the parties shall be frozen at the amount in effect on June 30, 2020. During the period from July 1, 2020, through June 30, 2021, no employee covered by this MOU shall receive an increase in the rate of pay, whether by step, column, or longevity increment. Unless this MOU is extended by further agreement between the parties, the salary effective starting on July 1, 2021, shall be the salary that would have been in effect but for this MOU.

2. The restrictions set forth in Paragraph 1 do not prevent any of the following: (a) an increase in pay as a result of the employee being placed at a higher step because of an approved working out of class assignment; (b) an increase in pay as the result of the employee

being placed at higher step because the employee is promoted to a new position; or (c) an increase in pay as the result of the employee being entitled to shift differential because of an approved change in hours.

3. Effective August 1, 2020, the work week of all employees covered by this MOU shall be reduced for all employees covered by this MOU by one furlough day (8 hours) per month.

4. The furloughs are subject to the following:

- a. A furlough day is an unpaid non-working day that is scheduled on a day within the employee's assigned work week. Neither accumulated vacation nor any other paid time off may be used to substitute for the furlough day.
- b. Furlough days shall be scheduled for the first or last day of an employee's work week. The employee can elect to take four hours during the first pay period of the month and the remaining four hours in the second pay period of the month. For employees with alternative work weeks, irregular schedules or who work part-time, it may be necessary to schedule furlough days over more than two work days per month.
- c. If a furlough day falls on a paid holiday, the holiday shall be an unpaid holiday.
- d. For part-time employees, the number of furlough hours shall be pro-rated based on a 40-hour week.
- e. For 11-month employees, the number of furlough hours shall be reduced by 8.33%. For such employees who work an 8 hour day, the furlough shall be split between two work days.
- f. Furlough hours shall not be taken into account in determining the amount of leaves of absence under Article 7, the amount of holiday leave under Article 8, the amount of vacation leave under Article 9, longevity under Article 11, health and welfare benefits under Article 12, or seniority under Article 15 of the Collective Bargaining Agreement. All such leaves and benefits shall be based on the employee's work week without deduction of any furlough hours.

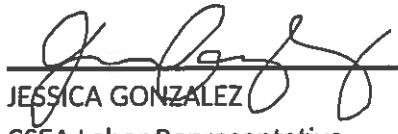
5. This MOU shall remain in effect until June 30, 2021, unless terminated earlier as set forth below.

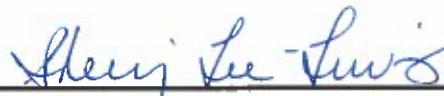
6. The District agrees not to impose any layoffs prior to January 1, 2021. In the event the District imposes layoffs at any time after December 31, 2020, this MOU shall be of no further force or effect. In the event of early termination of this MOU, the salary effective starting on the date of termination of the MOU shall be the salary that would have been in effect but for this MOU.

7. This MOU is subject to ratification by the CSEA membership and the Board of Trustees.

Michael Roberts

MICHAEL ROBERTS
Chapter 36 President


JESSICA GONZALEZ
CSEA Labor Representative
For California School Employees Association



SHERRI LEE-LEWIS
Vice President for Human Resources
For the District