

**SANTA MONICA COLLEGE
MEMORANDUM OF UNDERSTANDING
October 13, 2016**

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 Chapter 36 ("CSEA") as of this 13th day of October 2016.

In consideration of mutual agreements set forth herein, the parties agree as follows:

1. Any employee currently on the Night Shift II schedule who is transferred to the new Night Shift II schedule of 5:00 p.m. to 1:30 a.m. shall continue to receive the 10% differential while working on such shift.

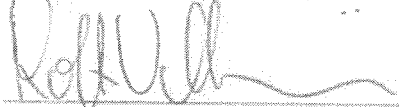
2. Article 11.5.2.1 shall be added to the Collective Bargaining Agreement to read:

11.5.2.1 When an employee is assigned to a regular position requiring four hours or more of service between 9:00 p.m. and 1:30 a.m., he/she shall be paid at a rate 7.5% higher than the rate for daytime employees in that class.

To implement this additional night shift differential, the Salary Schedule(s) contained in Appendix B of the Collective Bargaining Agreement shall be amended to add this new differential: "Night Shift # 3- Differential of three ranges (approximately 7.5%)."

3. This agreement is subject to ratification by the CSEA Chapter 36 membership and by the Santa Monica College Board of Trustees.

FOR THE ASSOCIATION

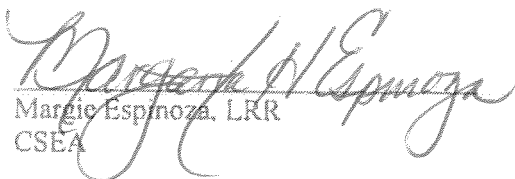


Robert Villanueva, President
CSEA Chapter 36

FOR THE DISTRICT



Marcia Wade, Vice President Human Resources
Santa Monica College



Margie Espinoza, LRR
CSEA



California
School
Employees
Association

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November 8, 2016

Robert Villanueva, Chapter President
Santa Monica College Chapter #36
1900 Pico Blvd.
Santa Monica, CA 90405-1628

Re: Memorandum of Understanding: Night Shift Differential

Dear Chapter President Villanueva:

I have received the Memorandum of Understanding regarding the Night Shift Differential negotiated between the Santa Monica Community College District and the California School Employees Association and its Chapter #36. It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws, or policies of the Association.

Please ensure your chapter complies with the Policy 610 Ratification Notice and Ratification Meeting requirements as identified in your chapter constitution and bylaws, including the following:

- Calling a meeting of the bargaining unit for a secret ballot vote;
- At least a five (5) days meeting notice;
- Identifying the meeting time, date and location with an opportunity for discussion/debate;
- Attaching a copy of tentative agreement or a summary; and,
- Providing the Negotiating Committee's recommendation.

I would like to take this opportunity to acknowledge the time and effort spent by the Negotiating Committee and yourself in negotiations. Your involvement and dedication is truly appreciated.

Remember that the MOU must be signed and dated in addition to being ratified by the parties.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Espie Medellin
Field Director

EM/vt

16 ME 36 Re Memorandum of Understanding-Night Shift Differential

C: Cheryl McDonald, Regional Representative; Don Snyder, Area Director;
Andrew Prickett, SLRR; Margie Espinoza, Labor Relations
Representative; File

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

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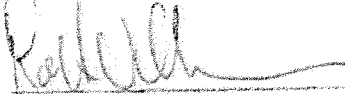
1. Any employee currently on the Night Shift II schedule who is transferred to the new Night Shift II schedule of 3:00 p.m. to 1:30 ~~p.m.~~ ^{a.m.} shall continue receive the 10% differential while working on such shift.

2. Article 11.5.2 shall be amended to read:

11.5.2 When an employee is assigned to a regular position requiring four hours or more of service between 9:00 p.m. and 1:30 a.m., he/she shall be paid at a rate 7.5% higher than the rate for daytime employees in that class.

3. This agreement is subject to ratification by the CSEA Chapter 36 membership and by the Santa Monica College Board of Trustees.

FOR THE ASSOCIATION

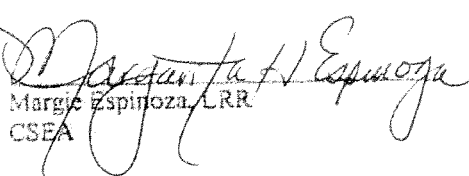


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