

SANTA MONICA COLLEGE
MEMORANDUM OF UNDERSTANDING
October 12, 2012

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 12th day of October, 2012.

WHEREAS, by letter dated June 28, 2012, CSEA requested to meet and negotiate with the District concerning the implementation of Sections 11.1.4 and 12.16 of the Collective Bargaining Agreement; and

WHEREAS, the parties have met and negotiated,

NOW, THEREFORE, in consideration of mutual agreements set forth herein, the parties agree as follows:

1. On July 1, 2013, the salary schedules shall be increased by a percentage equal to 1.25% retroactive to January 1, 2013.

2. In July 2013, each unit member shall receive a one-time bonus of \$1,000.00. Part-time employees shall receive pro-rated payment of the applicable benefit equal to the percentage of the part-time employees fulltime equivalency.

3. The District agrees that it shall not involuntarily reduce the hours of any unit member and shall not layoff any unit member during the period from July 1, 2012, through July 31, 2013.

4. The following additional benefit shall be provided to unit members who retire on or after December 1, 2012, and are eligible to purchase or receive Medicare: The District shall pay the full cost of the premium of the dental and vision insurance care plans selected by the retiree for the retiree and his/her eligible dependents. The dental and vision insurance care plans offered to retirees shall be the same as those offered to active employees.

5. Paragraphs 1, 2, and 3 of this MOU shall be automatically rescinded and of no further force or effect if Proposition 30 does not pass and become law. Upon such rescission, these rescinded paragraphs shall not be used as evidence in any subsequent dispute between the parties. Paragraph 4 above shall be effective whether or not Proposition 30 passes.

6. The time period for CSEA to file a grievance concerning the implementation of Section 11.1.4 and 12.16 shall be deemed tolled during the period this MOU is in effect. Upon passage of Proposition 30, this MOU resolves all issues concerning implementation of Section 11.1.4 and 12.16 as a result of the 2012 Faculty Association Contract. This MOU does not resolve issues concerning a successor contract, which remains under negotiations.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

 