

**SANTA MONICA COLLEGE**  
**MEMORANDUM OF UNDERSTANDING**  
**August 9, 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 16th day of July 2012.

WHEREAS, the District and CSEA desire to clarify the application of holiday pay provisions to Night Shift 2 employees,

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

1. Whenever a Night Shift 2 custodian is scheduled to work on the day before a District holiday that the employee is entitled take off pursuant to Article 6 of the collective bargaining agreement, the employee's hours on the day preceding the holiday shall commence at the same hour as their normal Friday work schedule (5:00 p.m. to 1:30 a.m.). Such an employee shall be entitled to the remainder of the holiday off and shall not be scheduled to return to work until the regular starting time of their next regular work day. Any hours worked as part of the employee's normal shift that extend into the holiday shall be compensated at regular time.
2. Any Night Shift 2 custodian whose work day started on July 3, 2012, and extended into July 4, 2012, shall be entitled to overtime pay for any hours worked after 12:30 a.m. on July 4, 2012.
3. Paragraph 1 of this MOU shall not become effective until ratified by CSEA.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Bernie Rosenbloom      [Signature]