

AGREEMENT RESOLVING POTENTIAL GRIEVANCE
related to
INTERSESSION PAY ON THE NEW PART-TIME SALARY SCHEDULE B-1
for
INSTRUCTIONAL FACULTY

This **AGREEMENT** (the “Agreement”) is entered into by and between the Santa Monica Community College District (the “College”) and Santa Monica College Faculty Association (“FA”) as of April 20, 2021.

RECITALS

- A. The mapping from the old “Hourly Salary Schedules” of Appendices B-3 and B-4 to the new universal “Lecture Hour Equivalent” (LHE) salary schedule for part-time faculty members, Appendix B-1, was a complex process with many variations.
- B. Article 14.3.2(b) of the Collective Bargaining Agreement provides: “The part-time faculty member placement on Appendix B-1 shall be at the step within the groups determined above that corresponds most closely to, but not less than, the hourly rate at which they were compensated previously.”
- C. The new LHE salary structure pays less for all intersession assignments. This was not the case for some instructional less than load factor 1.0 assignments under the old hourly salary schedule structure.
- D. The FA has discovered a subset of part-time faculty members hired prior to Fall 2020 with instructional intersession assignments for whom the mapping process resulted in earnings less than their previous annual earnings.
- E. The College and FA desire to resolve this potential grievance.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

- 1. Resolution. The potential grievance is resolved as follows:
 - 1.1 The faculty members listed in Appendix 1 to this agreement shall receive the salary step adjustment indicated. This salary step adjustment shall occur by adding the following amount to their “CUMULATIVE_HOURS” for Schedule 89 found in ISIS.
 - 1.1.1 1 step: Add 30 LHE to the cumulative hours total (18 faculty members)
 - 1.1.2 2 steps: Add 60 LHE to the cumulative hours total (4 faculty members)
 - 1.1.3 3 steps: Add 90 hours to the cumulative hours total (1 faculty member)
 - 1.2 The correction shall be in place for the May 28, 2021 Spring 2021 “Adjunct Hourly” pay date.

- 1.3 Faculty members listed in Appendix 1 with Winter 2021 assignments shall receive a back-pay adjustment for that assignment by the May 28, 2021 Spring 2021 "Adjunct Hourly" pay date.
- 1.4 This agreement waives any obligation for back-pay related to Fall 2020 assignments.
- 1.5 If a faculty member is inadvertently omitted by this MOU, the College and FA shall meet and confer over the appropriate placement and remedy.
2. Agreement Not to File Grievance. This Agreement fully resolves the FA's potential grievance. The FA agrees not to file a formal grievance in accordance with Article 12 of the Collective Bargaining Agreement.
3. No Admission of Wrongdoing/Effect of Agreement. Nothing in this Agreement shall be or shall be deemed to be an admission of wrongdoing or liability whatsoever by either party.
4. No Claims. FA represent and warrant that they have not filed and agree not to file at any time in the future, any statutory, civil, or administrative claim, complaint, or charge of any kind whatsoever with any state or federal court, administrative agency, or tribunal of any kind whatsoever, arising out of, relating or pertaining to the Grievance or the facts alleged in the Grievance.
5. Comprehension and Authority. Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Any of the employees executing this Agreement on behalf of the College are empowered to do so and hereby bind the College, except that the parties agree and acknowledge that the College's obligations under this Agreement shall not be effective until ratification by the College's governing board.
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same agreement, which shall be binding and effective as to the parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand by their respective representatives as of the date first set forth above.

THE COLLEGE

FA



By: Sherri Lee-Lewis
Vice President, Human Resources

By: Peter Morse
President

Appendix 1: List of Part-time Instructional Faculty to Receive Step Adjustments

	NAME	Step Increase	Cumulative Hour Increase
1	ANKENY, KRISTA	1	30
2	BROMBERG, TERRI	1	30
3	DEUEL, ERIKA	1	30
4	ENGLE, CYNTHIA	2	60
5	GILL, ANITA	3	90
6	GLOVER, TAYLOR	2	60
7	HARRISON, HUBERT	1	30
8	HORN, SABENA	1	30
9	HULS, JON	1	30
10	JOSHI, KANAK	1	30
11	KUNIMOTO, TRISHA	2	60
12	LIPMAN, LIOR	1	30
13	MAGNUS, LEONARD	1	30
14	MAMMARELLA, CANDACE	1	30
15	MCGEE, NICOLA	2	60
16	MINARS, JR, RICHARD	1	30
17	MIYANO, EMIKO	1	30
18	OCAMPO, JAY	1	30
19	QUALEY, KATELYN	1	30
20	STERN, ROBERT	1	30
21	TANAKA, BONITA	1	30
22	VAN KALLEN, DEBRA	1	30
23	VICICH, GERALD	1	30