

## SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (the "Agreement") is entered into by and between the Santa Monica Community College District (the "District") and California School Employees Association and its Chapter 36 ("CSEA") as of August 23, 2010.

**WHEREAS**, CSEA has asserted that the District has failed to correctly implement the collective bargaining agreement by failing to pay the weekend shift differential under Article 3.1.3 to employees who also receive the night-time or grave-yard shift differential under Article 11.5.1 or 11.5.2 (the "Grievance"); and

**WHEREAS**, the District has applied Merit Rule 12.2.15(D) which provides that "[a]n employee shall be eligible to be paid no more than one (1) shift differential under this rule"; and

**WHEREAS**, CSEA asserts that Merit Rule 12.2.15(D) is inapplicable because of the plain wording of the collective bargaining agreement; and

**WHEREAS**, CSEA and the District agreed to attempt to resolve this Grievance through informal discussion and the District waived the time period for the filing of Step 1 Grievance; and

**WHEREAS**, the parties wish fully and finally to resolve the Grievance and other disputes, potential or actual, arising out of the facts giving rise to the Grievance.

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

1. Resolution of Grievance. The District agrees to the following:

a. Both the weekend differential under Article 3 and shift differential under Article 11 shall be paid to applicable employees.

b. Any employee who would have been entitled to weekend and shift differentials during the period commencing on July 1, 2008, to the present, and did not receive one of the differentials, shall receive retroactive payment for the unpaid differential in an amount equal to the lesser of the differential actually earned or the differential that would have been paid over a twelve month period.

c. The following process shall be used in connection with any custodial shifts held by Antonio Gallegos and Anthony Williams:

i. The District shall re-open the shifts and indicate that both a weekend differential under Article 3 and a shift differential under Article 11 shall be paid. The District shall provide for a 21 day period for any volunteers to request the shifts.

ii. If there are any volunteers for the shift with more seniority than the incumbent, the incumbent shall vacate the current shift on January 1, 2011, and the volunteer with the most seniority shall assume the shift beginning on January 1, 2011. The incumbent shall assume the shift vacated by the volunteer beginning on January 1, 2011.

iii. Upon the joint agreement of both the volunteer and the incumbent, the switch in positions may be advanced to the beginning of any pay period prior to January 1, 2011.

iv. By mutual agreement, this Agreement shall be applicable to any other custodian similarly situated to Antonio Gallegos and Anthony Williams (i.e., assumed a shift with both weekend and graveyard/nighttime hours either by volunteering or being involuntarily assigned on or about July 2010).

2. Grievance Dismissed. Upon the satisfaction of the obligation set forth in Paragraph 1, CSEA shall dismiss the Grievance with prejudice.

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. Following the dismissal of the Grievance, CSEA agrees that it shall not use the Grievance or claims or allegations that were or that could have been asserted in Grievance to support in any manner any future claim.

4. No Precedent. This Agreement shall not set nor shall it be deemed to set any precedent between the parties with respect to the matters addressed herein. Nor may either party use the terms of this Agreement as evidence of the meaning of any provision of the collective bargaining agreement between the District and CSEA.

5. No Claims. CSEA represents and warrants that it has not filed and agrees that it will not 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. The parties agree that this Agreement is contingent upon this promise by CSEA not to file any such claim, complaint, or charge of any kind whatsoever.

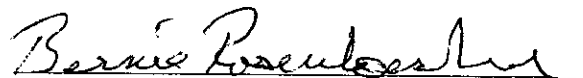
6. Comprehension and Authority. Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Any of the employees executing this Agreement on behalf of the District are empowered to do so and hereby bind the District, except that the parties agree and acknowledge that the District's obligations under this Agreement shall not be effective until ratification by the District's governing board.

7. 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 DISTRICT

CSEA



By: Marcia Wade

By: Bernie Rosenloecher

Vice President, Human Resources

President