# MEMORANDUM OF UNDERSTANDING

## PALO VERDE COMMUNITY COLLEGE DISTRICT AND

## CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, PALO VERDE COLLEGE CHAPTER 180

This Memorandum of Understanding between the Palo Verde Community College District ("District") and the California School Employees Association and its Palo Verde College Chapter 180 ("Association") (collectively "Parties") is entered into with respect to the following:

**Whereas**, all classified employees are afforded holidays on Friday, March 29, 2013, Monday, April 1, and Tuesday April 2, designated as "Spring Break"; and

**Whereas**, the District's Spring Break for faculty and students begins on Friday, March 29th and ends Friday, April 5th, 2013; and

**Whereas**, there are currently three (3) working days for classified employees during this period: Wednesday, Thursday, and Friday, April 3, 4, and 5, 2013; and

**Whereas**, most classified employees are requesting vacation time for April 3, 4, and 5 and to approve the requests results in offices being closed to serve students; and

**Whereas**, in these times of fiscal crisis, the closing of the entire campus from March 29th through April 5th provides significant utility cost savings;

**Therefore**, the Parties have reached agreement on the following items:

1. The Parties agree that the entire District will be closed on Wednesday, Thursday, and Friday, April 3, 4, and 5, 2013 whereby all employees shall take vacation, available PN, or accrued comp time in order to remain in paid status on these three days.

2. The Parties further agree that no classified employee shall be placed in unpaid status or otherwise "docked" pay for failure to have accrued vacation, PN, or comp time available on April 3, 4, or 5, 2013. If a classified employee has used all of their accrued vacation. PN, or comp time, the College will be "advance" vacation from next year's allocation of time not yet accrued in order for the employee to remain in paid status on April 3, 4, or 5, 2013, with such "advanced" vacation time being debited from next year's vacation allocation provided on July 1, 2013.

3. Should the employee receive "advanced" vacation and subsequently resigns, retires, or leaves the employment of the District, the time advanced will be deducted from the employee's final paycheck earnings to reconcile the time allowed.

4. Exceptions for certain classified employees may be needed to maintain basic staffing levels during Spring Break, with such exceptions justified and approved by the immediate supervisor and the Superintendent/President or designee, with notification to CSEA as to who is approved to work on April 3, 4 and/or 5, 2013.

5. This MOU shall not be considered precedential, nor shall it create any binding practice.

6. This MOU is subject to ratification by the CSEA Chapter 180 Membership.

Agreed to this March 11, 2013, pending Board of Trustees approval, at Blythe, California.

| **FOR THE DISTRICT** | **FOR THE ASSOCIATION** |
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| _____ | _____ |
| Denise Whittaker<br>Interim Superintendent/President | Rich Soto, President<br>CSEA Chapter 180 at Palo Verde CC |