# Memorandum of Understanding (MOU)
# 2012-2015 Contract Draft Clean Up

The 2012-2015 PVCC/CSEA Contract draft reflects the June 18, 2012 Comprehensive TA, comprising Articles 1, 2, 3, 5, 7, 8, 10, 11, 13. This "Clean up MOU" has been signed by the parties to clarify and correct minor mistakes made during the development of the original contract tentative agreements signed on June 18, 2012.

The final 2012-2015 Contract draft shall change to reflect the minor changes contained in this MOU, and shall be subsequently be printed in sufficient number to be handed out to the entire bargaining unit, plus seven copies for CSEA, as well as copies for all administrators, and a few extras as may be needed (a run of about +/- 70 copies).

**"Clean-up" Amendments For the Final 2012-2015 Contract Draft:**

**The following minor changes have been agreed upon by CSEA and the District in order to provide clarity and accuracy to the final 2012-15 Contract draft:**

1. The words "days" to "hours" were changed in the last part of Article 8.2(E) to be consistent with vacation accrual language that counts in hours and not days as follows:

   "**Art. 8.2(E)** An employee who has not been able to use vacation hours because of scheduling dictated by management may accumulate a portion of vacation earned for a given year, plus those hours carried over from prior years to be added to the vacation period of the next year. At no time shall an employee with fewer than five years continuous employment accumulate more than 144 hours of vacation time at the end of any fiscal year, or an employee with fewer than ten years continuous employment accumulate more than 192 hours of vacation time, or 240 hours of vacation time off an employee with ten years or more of continuous employment. Any employee found to have exceeded these limitations shall have sixty (60) days from the time of such discovery during which to take those number of ~~days~~ ***hours*** which exceed the limit to which that employee is subject according to length of employment. Following the sixty (60) day period, if the number of accumulated vacation ~~days~~ ***hours*** is exceeded, the District can require scheduled vacation ~~days~~ ***hours*** until the employee comes into compliance with this section."

2. The first paragraph of Article 3.6 will be changed to reflect that H&W cap discussed is the employer cap, and not the employee cap (which is a typo). Also the cap amount of $17,552.52 is incorrect due to a transposition of numbers. The correct cap amount is $17,525.52, and Article 3.6 will be changed to reflect this correct cap amount as follows:

"Effective July 1, 2012, the Classified Bargaining Unit shall be covered by the parties' agreed upon Health and Welfare benefit package offered through REEP enumerated in the Current Health and Welfare to this collective bargaining agreement. Effective July 1, 2011, the maximum employer contribution (i.e. the ~~employee~~ ***employer*** "cap") for the Health and Welfare benefits package shall be ***$17,525.52*** ~~$17,552.52~~."

3. Similarly, the cap amount in Appendix C – Health and Welfare Benefits Package will be changed to reflect the correct $17,525.52 employer cap amount.

4. Eliminated dangling reference "Sec. 88027" in margin of Article 4.2 – Overtime.

5. Article the last paragraph of Article 11.3(D) shall be amended to (1) reflect present a gender equal reference to the Superintendent/President; and (2) to reflect the Parties agreement regarding the addition of binding arbitration as a choice for a disciplinary hearing. The last paragraph of Article 11.3(D) shall be amended to read as follows:

   "Furthermore, the Superintendent/ President of the college, or in his***/her*** absence, the person designated to act as chief administrative officer, may, after serving a notice of proposed disciplinary action to the employee and affording the employee an opportunity to present any information or evidence relevant to the charges, take action to suspend with or without pay any such classified employee pending disciplinary hearing before ***a binding arbitrator or*** the Board of Trustees."

6. A separate signature page shall be added with the following language clarifying that this September 14, 2012 Version of the 2012-15 Collective Bargaining Agreement has been ratified on June 26, 2012 by the Parties and is effective July 1, 2012:

   "The September 14, 2012 Version of this 2012-2015 Collective Bargaining Agreement was ratified by the California School Employees Association Chapter 180 membership on Tuesday, June 26, 2012 and by the Palo Verde Community College District Board of Trustees on June 26, 2012 respectively, and is effective July 1, 2012.

   **IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof effective on the day and year set forth herein."

7. Updated Salary Schedules in Appendix B, et. al. to reflect the effective dates agreed upon in the Parties' June 18, 2012 tentative agreement.

8. Updated Health and Welfare plan offerings and cost information in Appendix C to reflect current plans, costs, and District contribution amounts as agreed upon in the Parties' June 18, 2012 tentative agreeement.

9. Include new Appendix D, containing June 11, 2012 Voluntary Incentives MOU.

10. Included new Appendix E, containing June 18, 2012 Salaries and Holidays MOU.

This MOU shall be subject to ratification the CSEA Chapter 180 membership and the Palo Verde Community College Board of Trustees.

Agreed to January 15, 2013 at Blythe, California.

| **For Palo Verde College** | **For CSEA Chapter 180** |
| --- | --- |
| Denise Whittal | |
| | |