Memorandum of Understanding
2012-2013 Salaries and Holidays
June 18, 2012

Pursuant to negotiations between the Palo Verde Community College District ("District") and the California School Employees Association, Chapter #180, ("CSEA") the following proposal is in regards to the District's proposed cuts presented to CSEA at the May 9, 2012 negotiating meeting.

A. GENERAL PROVISIONS

1. Upon request, the District will provide a current seniority list and/or reemployment list for each classification in the CSEA classified bargaining unit.

2. In the event the District seeks to fill any current vacancies, such vacancies shall be filled in accordance with Articles 5 - "Vacancies, Transfers, and Promotions" and applicable Education Code provisions.

B. PERFORMANCE OF REMAINING WORK & EMPLOYEE WORKLOADS

1. The Parties understand that, due to the number of vacant positions, some but not all work previously performed by former unit employees may increase the workload of remaining bargaining unit members. Such work in quantity or volume at the unit members' current or lower job classification may occur without reclassification or out-of-class compensation but not to such an extent that unit members suffer adverse actions, such as management-directed unpaid working time, denial of breaks and/or lunch periods, or disciplinary action based solely on an employee's inability to perform work previously performed by those employees vacating positions in the same classification.

2. In accordance with Education Code and the Educational Employment Relations Act (EERA) provisions, the District agrees to not unilaterally transfer bargaining unit work inside or outside the unit, nor shall the District use short-term or other temporary employees to perform the work previously performed by bargaining unit employees without first meeting and negotiating with CSEA.

3. Upon request of either party, the District and CSEA agree to meet and negotiate to resolve any workload concerns that may arise during the 2012-2013 fiscal year.

C. MONETARY CONSIDERATIONS

1. All full and part-time permanent non-CDC classified employees will receive ten (10) designated holidays during the District's closure from July 2, 2012 through July 16, 2012.[1] As with vacation days and holidays, the employee will remain in paid status for each designated holiday.

2. Classified employees will not lose any vacation, holiday pay, sick leave, or other benefits (i.e. accrual) they would have otherwise received during the 2012-2013 fiscal year as a result of the inclusion of the designated holidays.

3. In the event a full-time classified employee is directed by the District to work any or all of the designated holidays from July 2 through July 16, 2012, then in that event, any missed designated holidays will automatically be converted into a *floating* holidays for that employee. Such floating holidays can be used on any scheduled work day during the 2012-2013 fiscal year, and also may be scheduled during recesses such as Winter or Spring Break, or non-student days where the unit member does not have sufficient accumulated vacation for the duration of the scheduled recess. Floating holidays shall be scheduled in accordance with Article 8, Section 2 - "Vacations" of the Parties' collective bargaining agreement. It is the employee's responsibility to work with his/her supervisor to schedule and use any floating holidays prior to June 30, 2013. Any floating holidays not used by the employee prior to June 30, 2013 will be forfeited.

4. The 2012-2013 full and part-time Classified Salary Schedules 201 and 207 will be adjusted to reflect the agreed upon designated holidays: Effective July 1, 2012, for the 2012-2013 fiscal year, these salary schedules shall be reduced by three point eight five percent (-3.85%). This is 3.85% reduction is from current salary schedule levels as of June 30, 2012.[2]

5. Those Child Development Center ("CDC") employees (i.e. who are paid from the any of the CDC Salary Schedules 300, 302 or 303) shall not be subject to the 3.85% reduction, nor shall such employees receive the ten (10) designated holidays from July 2, 2012 through July 16, 2012 when the District is closed.

6. The parties agree that by CSEA agreeing to these salary considerations, no layoffs and no reductions in hours and/or work year to bargaining unit employees will occur during the 2012-2013 fiscal year except and unless any revenue initiatives on the 2012 General Election ballot do not pass triggering mid-year cuts to education funding as provided in the 2012-2013 final State Budget Act. In the event the

---

[1] July 4, 2012 is already a paid holiday. In addition, the District will be closed on Friday, June 29, 2012, but this day is not considered in the above calculations. That is due to the fact that the District would otherwise be closed on this Friday during the summer since employees are working a previously-agreed to 4/10 schedule (i.e. four @ 10 hours per day equaling a 40 hour workweek from Monday through Thursday).

[2] The 3.85% reduction was determined by calculating a 10 day reduction for full-time 12 month/260 day workers: 10 designated holidays ÷ 260 total workdays = 3.85% reduction.

revenue initiative does not pass in November 2012, or other new, unanticipated mid-year cuts to education funding are implemented by the State, the District agrees to meet and negotiate with CSEA in December 2012 to negotiate over further concessions, including but not limited to, further District closures, floating holidays, salary concessions, and the mitigation of possible layoffs and reductions in hours.

This Memorandum of Understanding (MOU) is for the 2012-2013 fiscal year only. This MOU shall expire at the end of the day on June 30, 2013, at which time Full-Time Classified Salary Schedule 201 shall return to its previous June 30, 2012 level. This MOU is subject to the grievance procedure contained in Article 10 of the collective bargaining agreement between the parties and is subject to ratification by the Palo Verde Community College District Board of Trustees and the CSEA Chapter 180 membership at Palo Verde College.

Executed this day, June 18, 2012 in Blythe, California.

For The California School Employees Association, Chapter 180

Richard M. Soto Jr. [Print Name]	[Sign Name]
Suzanne P. Woods [Print Name]	[Sign Name]
Jonathan Martin [Print Name]	[Sign Name]
Denise Taylor [Print Name]	[Sign Name]
Dale Wissman [Print Name]	[Sign Name]

For Palo Verde Community College District

KAY RAGN [Print Name]	[Sign Name]
Russi Egan [Print Name]	[Sign Name]
Debbie Mitchell [Print Name]	[Sign Name]