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 Monday, December 31, 2012, Tuesday, January 1, 2013, and Wednesday, January 2, 2013; and

Whereas, the District's Winter Break for faculty and students begins on Friday, December 14, 2012 and ends Friday, January 11, 2013; and

Whereas, there are currently two (2) working days for classified employees during this period: Thursday and Friday, January 3 and 4, 2013; and

Whereas, nearly all employees have requested both days off as vacation to extend their break, resulting in the College being unable to provide full services;

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

1. The Parties agree that the entire District will be closed on Thursday and Friday, January 3 and 4, 2013, whereby all employees shall take vacation, accrued comp time, or personal necessity days in order to remain in paid status on these two days.
2. For purposes of calculation of leave usage, Thursday and Friday, January 3 and 4, 2013 shall be considered eight-hour work days regardless of whether an employee worked a 4/10 or 9/80 flexible work schedule in previous weeks.
3. The Parties further agree that no classified employee shall be placed in unpaid status or otherwise "docked" pay for failure to have accrued vacation, comp time, or PN time available on Thursday and Friday, January 3 and 4, 2013; and since vacation time for the year has already been "fronted", instead, classified employee without vacation, comp time, or PN time will be afforded the opportunity to work 10.5 hours of overtime as identified by the supervisor to accumulate sufficient hours to make up for the 16 hours needed for January 3 and 4, 2013 in order to remain in paid status on Thursday and Friday, January 3 and 4, 2013, with such "fronted" comp time being debited from that which will be subsequently earned in the spring semester.
4. Exceptions for certain classified employees may be needed in order to maintain basic staffing levels during Winter 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 Thursday and Friday, January 3 and 4, 2013.
5. This MOU shall not be considered precedential, nor shall it create any binding practice. In addition, this MOU is subject to review and ratification by the Palo Verde College Board of Trustees and the CSEA Chapter 180 Membership.

Agreed to this day _____, at Blythe, California.

FOR THE DISTRICT	**FOR THE ASSOCIATION**
_____	_____
Denise Whittaker, Superintendent/President Palo Verde Community College	Rich Soto, President CSEA Chapter 180