

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SOUTHWESTERN CHAPTER #524 (CSEA)

September 25, 2024

VACATION USE FOR NEW HIRES

1. This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Southwestern Community College District (hereinafter, "District") and the California School Employees Association, and its Southwestern Chapter #524 (hereinafter, "CSEA") for vacation use in CSEA-represented classifications. The District and CSEA agree, as outlined in the terms of this MOU, to modify Provision 11.8.1 in the collective bargaining agreement between the District and CSEA in order to correct an administrative oversight that resulted in an unnecessary sentence being inadvertently included in the provision.
2. The District and CSEA agree to modify Provision 11.8.1 as follows:

Pursuant to Education Code 88197, Subsection (F) and (G), newly hired Bargaining Unit Employees may be granted vacation within the first six (6) months of employment, even though not a vested right at the time the vacation is taken. If an employee is terminated and had been granted vacation which was not a vested right at the time of termination of their services, the district shall deduct the vacation from their final pay warrant. ~~Bargaining Unit Employees may request vacation after six (6) months of employment.~~ Normally, the maximum amount that will be allowed at any one time is twenty (20) working days.
3. This MOU is effective immediately upon obtaining full signatures and shall be extended through the current CSEA collective bargaining agreement dated April 30, 2027.
4. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and by all parties to this MOU.
5. This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
6. Any dispute regarding compliance with the terms of the MOU shall be adjudicated in accordance with the grievance procedure in Article 16 of the current collective bargaining agreement.




7. In witness whereof, the parties to this MOU through their duly authorize representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

For CSEA:


Silvia Nogales (Sep 27, 2024 14:00 PDT) 09/27/2024

Silvia Nogales, President

Date


Claire Cochran (Oct 10, 2024 10:33 PDT) 10/10/2024

Claire Cochran, CSEA Labor Relations Representative

Date

For SWCCD:


10/14/2024

Angela Alvarez Riggs, MAHRM,
Assistant Superintendent/Vice President of Human Resources

Date