

Memorandum of Understanding and Agreement

By and Between

State Center Community College District

And

California School Employees Association and its State Center Chapter #379

Summer 2020 4/10 Schedule

This non-precedent setting Memorandum of Understanding and Agreement ("MOU") is entered into by and between the State Center Community College District (hereinafter referred to as "District" or "Employer") and the California School Employees Association and its State Center Chapter #379 (hereinafter referred to as "Exclusive Representative" or "CSEA").

CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees excluding peace officers.

Due to budget cuts the District is facing brought on by the ongoing COVID-19 pandemic, the District is looking for solutions to reduce expenses. Utility costs over the summer are a large expense, and the District could save money if it did not have to heat or cool most buildings for three full days each week. To these ends, the District and the Association agree as follows:

Effective June 1, 2020 and continuing through July 31, 2020, all unit members, excluding Police Communications Dispatchers and Police Communications and Records Coordinator, who are currently working their entire schedule onsite will work a "4/10" schedule Monday through Thursday each week. Should the need for this MOU extend beyond July 31, 2020, the parties may mutually agree to extend this agreement.

Unit members only working a portion of their schedule onsite and working the remainder of their schedule remotely, will maintain their current schedule, except that no unit members will work any portion of their schedule onsite on Friday of each week. Those unit members working their entire schedule remotely will also maintain their current schedule.

Unit members who are currently working remotely, and not working onsite, may be required to return to working onsite at any time and will work the "4/10" schedule.

For unit members working the "4/10" schedule, one hour will be added before and after the unit members regularly scheduled hours unless another ten (10) hour schedule is approved by the unit member's supervisor. The unit member's lunch hour shall be no less than thirty (30) minutes, but can be temporarily modified to thirty (30) minutes instead of one (1) hour during the term of this MOU, if mutually agreed upon by the unit member and their supervisor. Unit members will be paid overtime for any hours worked after ten (10) hours in any work day and after forty (40) hours in any work week. If working a "4/10" schedule results in a personal hardship for a unit member, they will be allowed to use accumulated sick, vacation, and/or comp time leave for these additional two (2) hours per day.

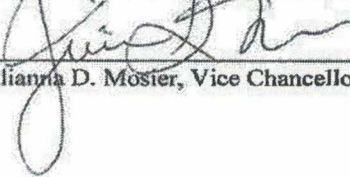
All Unit members working a "4/10" schedule will revert to a traditional Monday through Friday, eight (8) hours per day, schedule for the July 4th week, and will observe the July 4th holiday as scheduled on July 3rd.

The parties agree that the terms of this MOU are non-precedential and will not constitute a waiver of any rights not specifically addressed in this agreement.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law. It is agreed and understood that this agreement is subject to CSEA bargaining unit ratification.

This Agreement is made this 22 day of May in the year 2020 in the City of Fresno, County of Fresno, State of California.

State Center Community College District



Julianna D. Mosier, Vice Chancellor, HR

California School Employees Association



Sean Martin, CSEA Chief Negotiator



Annette Carrion, CSEA President, Chapter #379



Susana Chambers, Labor Relations Representative