

MEMORANDUM OF UNDERSTANDING
BETWEEN
KERN COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
CHAPTERS #246, #336, AND #617

RESOLUTION OF CLASSIFIED EXCESS VACATION BALANCES

This Memorandum of Understanding (MOU) is entered into by and between the Kern Community College District (District) and the California School Employees Association and its Chapters #246, #336, and #617 (CSEA).

The parties acknowledge that a special circumstance, COVID-19 Pandemic exists which limits the use of vacation and creates a situation where bargaining unit employees are exceeding the vacation limit specified in Article 11, Section 2, 2A.

Article 11, Section 2A of the current collective bargaining agreement between the District and CSEA states that: *"When a mutually convenient time cannot be scheduled, the College President or designee shall confer with the employee and the supervisor to determine what time will be scheduled by the College President or designee"*.

Article 11, Section 3 of the current collective bargaining agreement between the District and CSEA states that: *"Vacation days may be accumulated up to the equal of the prior year and the current year. When the accumulation approaches this maximum, the College President may direct the employee to use the vacation under the provisions of Section 2 or provide payment for the excess"*.

Therefore, the District and CSEA agree to the following:

1. Vacation accrual between the dates of July 1, 2021 and December 31, 2021 beyond the vacation limit outline in Article 11, Section 3, is eligible for a cash buyout.
2. The District will provide payment for that portion of the excess vacation benefits not scheduled due to the current COVID-19 Pandemic.
3. Such payment shall be included in the next available regular payroll warrant.
4. Future vacation benefits will comply with the provisions of Article 11, Section 3.

***Excess is defined as: a vacation balance greater than the "prior year" (2019-2020) and "current year" (2020-2021).*

This agreement shall sunset on December 31, 2021.

By affixing their signatures to the MOU, the Parties acknowledge that the matter set forth herein is agreed. The signatories have represented that 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 a manner required by their respective internal policies and/or as required by law. More specifically, this MOU is subject to ratification pursuant to CSEA Policy 610.

Signed on July 29, 2021

Kern Community College District

CSEA

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