

Memorandum of Understanding

California School Employees Association and its Taft College Chapter #543 And West Kern Community College District

Optional Workweek Configuration for Fall and Spring Semesters

This West Kern Community College District ("District") and California School Employee Association and its Chapter #543 ("CSEA") (collectively referenced as the "parties") hereby agree to the following Memorandum of Understanding and is with respect to the following recitals:


As part of continuing dialogue through the Taft College Classified Collective Bargaining Committee, or as delegated to the lead negotiators for both parties, the parties have reached a consensus regarding addition of Article 9.2.3, Optional Workweek Configuration for Fall and Spring Semesters, to the Collective Bargaining Agreement.

Now, therefore, CSEA and the District hereby agree as follows:


- 1) The above recitals are true and correct.
- 2) The parties agree to implement Article 9.2.3, Optional Workweek Configuration for Fall and Spring Semesters:
 - A. For the period commencing the first Monday of the academic year, through the Friday prior to graduation, full-time employees in eligible departments will have the option to work a 9-80 schedule. This will be a rotating two-week schedule, reporting to campus for work Monday-Friday for one week and Monday-Thursday for one week. The parties agree that the dates and exact hours may be modified, including extended, by mutual agreement of the Taft College Classified Collective Bargaining Committee.
 - i. If a holiday falls on the Friday the employee is scheduled to be off work, the employee will recognize the prior workday as the holiday.
 - ii. Holiday hours will continue to be granted at 8 hours each for all full-time employees. Employees participating in the 9-80 schedule will work an additional .5 hours on indicated Friday shifts to balance the difference between the holiday hours allowed and scheduled hours as applicable.
 - iii. Employees have the option to opt-in or opt-out of the voluntary 9-80 schedule at the beginning of each semester. Human Resources will send out a timeline prior to the start of each semester with guidance on the election process.
 - iv. All District departments will be open Monday through Friday. Department managers will work to accommodate scheduling requests, while ensuring that adequate coverage is available during District business hours. In the event that multiple employees are requesting the same schedule, seniority will be used as the tie breaker.
 - v. The parties agree to waive the daily overtime provision for full-time employees opting in to the voluntary 9-80 schedule as follows:
 - (a) For hours worked up to 9 per day, Monday-Thursday, and
 - (b) For hours worked up to 8.5 hours per day on their scheduled Friday.
 - (c) For hours worked on the scheduled Friday off, overtime will be applied as applicable with current California law.
 - vi. The parties agree to waive the weekly overtime provision for full-time employees opting in to the voluntary 9-80 schedule as follows:
 - (a) For cumulative hours up to 44.5 hours worked during the five-day workweek.

- B. The parties agree that a four- day work week will take place during spring break each year. The dates are as identified on the published academic calendar.
- i) During spring break, employees in eligible departments will be moved to a “four-tens” work schedule, working Monday-Thursday and will be off on Friday. Eligible departments will be notified 30 days prior and are at the discretion of the District.
 - ii) The parties agree that effective dates and impacted departments are subject to change based on student support needs. Changes will be made through mutual agreement with the Taft College Classified Collective Bargaining Committee.
 - iii) The parties agree to waive the daily overtime provision for hours worked up to 10 per day for employees eligible to work a four-day work week.

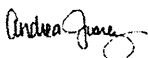
- 3) Approved calendar will be made available to eligible employees by July 30 of each year.
- 4) District administration will determine departments that are eligible for participation and announce prior to July 30 of each year. The parties agree that effective dates and impacted departments are subject to change based on student support needs. Changes will be made through mutual agreement with the Taft College Classified Collective Bargaining Committee, or as delegated to the lead negotiators for both parties.
- 5) This MOU does not establish a precedent or create a past practice in regard to the subject matters set forth herein. The terms of this MOU may not be cited or relied upon for any other purpose in any other administrative or judicial matter or forum.
- 6) This Agreement will become effective after ratification by the CSEA members and the District’s Governing Board.


Brock McMurray (Jun 11, 2024 10:14 PDT)
Brock McMurray, Interim Superintendent/President
West Kern Community College District

Dated: Jun 11, 2024


Greg Hawkins (Jun 6, 2024 15:56 PDT)
Greg Hawkins, President
California School Employees Association Chapter #543

Dated: Jun 6, 2024


Andrea Juarez, Labor Relations Representative
California School Employees Association

Board Approval:

Billy White, President
Board of Trustees, West Kern Community College District

First Presentation: June 12, 2024

Second Presentation/Approval: July 10, 2024