

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SOUTHWESTERN #524 (CSEA)
April 30, 2024

LUNCH PERIODS – Article 6

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 lunch periods.
2. The District and CSEA agree to the following temporary amendment to [Provision 6.4](#) of the collective bargaining agreement between the District and CSEA:

All employees who work in excess of four (4) hours per day shall be entitled to an uninterrupted lunch period without pay. The College District and the Association agree that the lunch period for Bargaining Unit Members shall be forty-five (45) minutes. However, upon the mutual agreement of the Unit Member and their immediate supervisor, the lunch period may be shortened to thirty (30) minutes or lengthened to sixty (60) minutes. ~~Those Unit Members with a thirty (30) minute lunch period will report to work fifteen (15) minutes later than their assigned starting times. Those Unit Members with a sixty (60) minute lunch period will report to work fifteen (15) minutes earlier than their assigned starting times.~~ The lunch period for full-time employees must start before the end of the fifth hour of the workday. An employee directed by their supervisor to work during their lunch period, and who is not provided an alternate lunch period, shall receive pay at the rate of time and one-half (1.5) for all time worked during the normal lunch period.
3. This MOU is effective immediately upon obtaining full signatures and shall be extended automatically if the parties have not agreed to new terms.
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.

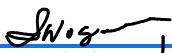
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5. This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
6. Any dispute regarding compliance with the 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 (Apr 30, 2024 17:22 PDT)

Apr 30, 2024

Silvia Nogales, President

Date


Jose Sanchez (May 2, 2024 18:18 PDT)

May 2, 2024

Jose Sanchez, CSEA Representative

Date

For SWCCD:



May 3, 2024

Angela Riggs, AS/VP of HR

Date