

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

October 18, 2022

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

The Parties agree to the following regarding the Alternative Work Schedule ("AWS") arrangement effective Sunday, November 1, 2022, through Friday, June 30, 2023.

The opportunity to participate in an AWS is offered only with the understanding that an AWS is not a guarantee, but rather that the District supports the use of an AWS option in positions where appropriate. The opportunity for an AWS is at the immediate supervisor's discretion and will take into consideration numerous factors, including the classification, nature of the work performed, operational needs, impact on the department, individuals for whom services are performed, and employee performance.

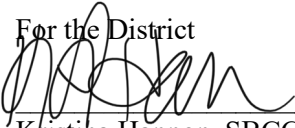
The following guidelines provide the framework for AWS arrangements.

1. Permanent unit members requesting an AWS shall submit an Alternative Work Request Form/Agreement to their immediate supervisor. The immediate supervisor shall notify the unit member of their decision to the request within ten (10) days of receipt. An immediate supervisor may approve, deny, or modify an AWS request for any reason that is not arbitrary or capricious. The decision to grant or deny an AWS is not subject to the grievance process. A denial of a request for an AWS shall be submitted to the Office of Human Resources department, which will ensure the decision is not arbitrary and capricious.
2. Specific conditions and agreed-upon AWS arrangements are outlined in an Alternative Work Request Form/Agreement, which is prepared by the unit member and subject to the immediate supervisor's approval.
3. The immediate supervisor may permanently rescind an AWS, upon fourteen (14) calendar days' notice to account for a change in staffing levels or upon seven (7) calendar days' notice for failure to abide by any of the terms of the individual AWS agreement.
4. Unit members on an AWS may, at time, be required to attend department/college meetings, training sessions, etc., when they are scheduled to be off from work. In instances where fourteen (14) calendar days' notice is given, adjustments in hours/days will be required to that the unit member may attend such events. In instances where fourteen (14) calendar days' notice is not given, unit members shall be offered overtime to attend in accordance with Article 6 of the Collective Bargaining Agreement.
5. If a holiday falls on a day for which the unit member is not scheduled to work as a result of the AWS, the unit member shall be required to observe the holiday during the week the holiday falls and shall be required to observe it on the first day or last day of their scheduled AWS workweek. If the unit member is on an AWS, the number of hours scheduled to work per day equals the number of hours granted for the holiday.

6. Unit members may discontinue or request to change their AWS agreement at any time.
7. Any approved hours worked in excess of those indicated on the Alternative Work Request Form/Agreement shall be entitled to an overtime rate of pay in accordance with the Collective Bargaining Agreement.
8. The District will provide the Association with an AWS list upon each approval or change, which will include the unit members' full names, worksite location, and beginning and ending times.

This MOU will sunset on 30 June 2023 and shall be reevaluated and subject to negotiations at any time.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District


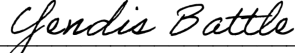
Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources &
Police Services

For CSEA


Cassandra Thomas, President CSEA #291



Ernest Guillen, Team Member




Yendis Battle, Team Member



David Stevenson, Team Member



Brandice Mello, Team Member



Noah Snyder, CSEA LRR