

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

August 1, 2023

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 a Remote Work Schedule ("RWS") for the period of ~~July 1~~ **September 1**, 2023, through June 30, 2024.

1. Permanent unit members requesting an RWS, where the employee works from an off-site location, shall submit a request form to their immediate supervisor. The **immediate** supervisor may accept, reject, or modify the request to work remotely. A modification can include approval of a Hybrid schedule, where the unit member may work from a private off-site location within two (2) hours of the worksite for some of their schedule, but report to their work location at other times. The immediate supervisor shall notify the unit member of their decision to the request within ten (10) days of receipt. Denial of a request for an RWS must include reasons in writing. A denial of a request for an RWS shall be submitted to the Office of Human Resources department, which will ensure the decision is not arbitrary and capricious. The decision to grant or deny an RWS is not subject to the grievance process.
2. A unit member with an approved RWS must sign an individual RWS agreement.
3. The ultimate decision as to whether to approve or deny an RWS rests solely with the immediate supervisor. An RWS schedule shall be considered on an individual basis.
 - a. In general, positions that may be considered for RWS arrangements meet the following criteria:
 - i. Job functions can be performed at a remote site without diminishing the quality of the work or disrupting the productivity or security standards of a department;
 - ii. Does not create an undue burden on efficient daily operations or office staffing needs;

- iii. It is incumbent on the immediate supervisor to ensure fairness in the rotation of the RWS and fairness in workload.
- b. ~~In general, These types of positions are not eligible for 100% remote work RWS agreement: at are less suitable for RWS meet the following criteria:~~
 - i. Involving any ~~necessary~~ face-to-face customer service as part of their primary duties;
 - ii. Involving any interaction with, and improvement to, campus/site facilities;
 - iv. Involving any ~~necessary face-to-face involvement~~ interaction with or direction of student workers, vendors, professional experts, or any other consultants as part of their primary duties; and
 - v. Require specialized equipment, supplies, or materials available only at the worksite.
- 4. Unit members may not request an RWS in lieu of taking personal leave, sick leave, or annual leave.
- ~~5. RWS is not a substitute for dependent care. While performing work duties remotely, unit members are expected to have dependent care arrangements in place, proof of dependent care may be requested.~~
- 6. If a unit member is to work remotely ~~due~~ as an accommodation for medical or disability reasons, the immediate supervisor will consult with the Office of Human Resources prior to initiating the request and before terminating the remote work agreement.
- 7. Unit members must have a work history that demonstrates efficient work without close supervision ~~and be able to meet performance expectations~~, maintain regular communication, and collaborate effectively in a remote work environment; in addition, the unit member must have received, at minimum, a satisfactory in all evaluation measures on the unit member's last performance evaluation.
- 8. Unit members shall be available for communication and contact during remote work as they normally would be if working at their regularly assigned place of employment. Unit members and their immediate supervisors shall agree on how their communications shall be handled. During the agreed upon work schedule, it is expected that the participating unit member shall be available for contact by phone and/or e-mail, and may be asked to report to their regularly assigned place of employment on an arranged schedule.
- 9. After an RWS agreement is approved, the immediate supervisor shall use their best efforts to provide the appropriate technology, equipment, office supplies, and other assistance for the employee to perform their job successfully through remote work. Employees who take

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District equipment to their remote location will be required to sign a form acknowledging receipt of the equipment and agreeing to maintain the equipment in working condition.

10. Unit members can discontinue RWS at any time and return on-site.
11. The immediate supervisor may permanently rescind RWS for an on-site work schedule, upon ~~3~~ 14-calendar days' notice to account for a change in staffing levels or ~~upon 7 calendar days' notice~~ for failure to abide by any of the terms of the individual RWS agreement, ~~or based on the operational needs of the department.~~ On any given day, an employee may be temporarily called into the physical work location ~~if operational needs require their presence and if provided reasonable advance notice as described in the department's written communication plan (unit members will be provided with no less than three (3) hours' notice).~~ ~~if provided two (2) three (3) hours' notice notified by the end previous day's shift.~~ **if operational needs require their presence and if provided reasonable advance notice as described in the department's written communication plan (unit members will be provided with no less than three (3) hours' notice).**
12. The District will provide the Association with the current RWS list including names, worksite location, and shift times worked at the beginning of the approved RWS.

This MOU will sunset on 30 June 2024 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

For CSEA

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources &
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