

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

May 16, 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 the Alternative Work Schedule ("AWS") arrangement effective July 1, 2023, through June 30, 2024 August 1, 2023, through May 31, 2024.

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.

District Counter Proposal #1 5.16.23

- 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 2024~~ **31 May 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 &
Police Services

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

Alternative Work Schedule Request Form/Agreement

Employee Name:																																	
Job Title/Classification:																																	
Site/Department:																																	
Existing Work Schedule (hours/days):																																	
Alternative Work Schedule Requested (check one): <input type="checkbox"/> 4/10 (four ten-hour days) <input type="checkbox"/> 9/80 (eight nine-hour days, 1 eight-hour day) ** Indicate day off requested, if applicable _____																																	
Alternative Work Schedule Beginning Date: Click or tap to enter a date.		Alternative Work Schedule End Date: Click or tap to enter a date.																															
Complete 1st Week (only) for the 4/10 schedule Complete 1st Week and 2nd Week for the 9/80 schedule																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Day of Week</th> <th style="width: 20%;">Start Time</th> <th style="width: 20%;">End Time</th> <th style="width: 30%;">Total Hours</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1st</td> <td>Monday</td> <td style="text-align: center;">:</td> <td style="text-align: center;">:</td> <td></td> </tr> <tr> <td style="text-align: center;">W</td> <td>Tuesday</td> <td style="text-align: center;">:</td> <td style="text-align: center;">:</td> <td></td> </tr> <tr> <td style="text-align: center;">E</td> <td>Wednesday</td> <td style="text-align: center;">:</td> <td style="text-align: center;">:</td> <td></td> </tr> <tr> <td style="text-align: center;">E</td> <td>Thursday</td> <td style="text-align: center;">:</td> <td style="text-align: center;">:</td> <td></td> </tr> <tr> <td style="text-align: center;">K</td> <td>Friday</td> <td style="text-align: center;">:</td> <td style="text-align: center;">:</td> <td></td> </tr> </tbody> </table>					Day of Week	Start Time	End Time	Total Hours	1st	Monday	:	:		W	Tuesday	:	:		E	Wednesday	:	:		E	Thursday	:	:		K	Friday	:	:	
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The opportunity to participate in an Alternative Work Schedule (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 decision to grant or deny an AWS is not subject to the grievance process.

If my request is accepted, I further agree to the following conditions:

- I am expected to abide by all District policies and Work Rules while working on an AWS.
- I will adhere to work hours, lunch, and break times in accordance with the Collective Bargaining Agreement. Any changes to break and lunch times require prior immediate supervisor approval.
- Overtime is subject to prior immediate supervisor approval. Any unit member who works overtime without prior immediate supervisor approval may be subject to discipline.
- Any approved hours worked in excess of those indicated on the Alternative Work Schedule note above, shall be entitled to an overtime rate of pay in accordance with the Collective Bargaining Agreement.
- I understand that sick leave, vacation, and other leaves are taken while on the modified/alternative workweek and shall be charged and paid on an hour-for-hour basis.
- I understand that if a holiday falls on a day that I am not scheduled to work as a result of the AWS, I 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 the last day of my AWS workweek.
- I understand that I may be required to attend department/college meetings, trainings, sessions, etc. when I am scheduled to be off from work. In these instances where fourteen (14) calendar days' notice is given, adjustments in hours/days will be made so that I may attend such events. In instances where fourteen (14) calendar days' notice is not given, I understand that I shall be offered overtime to attend.
- I understand that I will not gain a shift differential in accordance with Article 7: Pay and Allowances, subsection 7.2. by electing to work an AWS.

By signing below, I further acknowledge and certify that I have read, understand, and agree to abide by this Alternative Work Schedule Agreement.

I further understand and agree that this Agreement may be terminated by the District, 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.

I agree that this agreement will expire no later than June 30, 2024.

Employee Name (Print)

Employee Signature

Date

[This section is to be completed by the immediate supervisor]

Approved: Denied: Modified:

Reason for Denial:

Immediate Supervisor Name (Print)

Immediate Supervisor Signature

Date

Cc: Personnel File