## 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 20, 2020

**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 Alternate Work Schedule ("AWS") for the period of Thursday, December 31, 2020 through Saturday, July 31, 2021.

- 1. The AWS will be offered due to the unforeseen effects of the California State of emergency (e.g. dependent care, undue hardships). Unit members may initiate a meeting with their immediate supervisor to discuss the option of working an AWS. The adjustment to an AWS will be mutually agreed by the unit member and immediate supervisor. In the case the immediate supervisor and unit members are unable to mutually agree resulting in a denial to an AWS the request shall be brought to the District and Association to discuss the reason for the denied AWS change. All efforts will be made to approve an AWS. If there is an AWS conflict, changes will be done based on permanent hire date among those in the same classification and department who normally perform the work involved.
- 2. Unit members may participate in the AWS. The AWS workweek will be Monday through Friday unless otherwise agreed by the Parties in an MOU. Unit members will continue to work a forty (40) hour workweek and may utilize the following AWS examples, but not an all-inclusive list;
  - a. Unit member will work a ten-hour, four-day workweek (4/10)
  - b. Unit member will work a nine-hour, eighty hour per 2-workweek (9/80)
  - c. Adjustments to beginning and ending times of the workday
  - d. Split Shift
- 3. Graveyard shifts will be excluded from any proposals.
- 4. Holidays will be offered and compensated in accordance with Article 12. Holiday work will be offered by seniority per classification.
- 5. Unit members shall be notified of their AWS start and end times via electronic notification.
- 6. The District will provide the Association with the AWS including names, location, and shift times worked at the beginning of the AWS.

- 7. AWS are excluded from receiving a shift differential in accordance with Article 7.2
- 8. This MOU will 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.

Kristina Hamnon, SBCCD

Vice Chancellor, Human Resources

and Police Services

For the District

For CSEA

Kevin Palkki, President CSEA #291

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