

**TENTATIVE AGREEMENT**  
**By and Between**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**And**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291**

**November 13, 2017**

rest periods shall be designated by the immediate supervisor as near the midpoint of each pre-lunch and post-lunch work period as practicable, to accommodate the needs and efficiency of the DISTRICT. Unit members whose regular work schedule is three (3) hours or less shall not be afforded a rest period. Rest periods are duty free, a part of the regular workday, and shall be compensated at the regular rate of pay.

**6.7 OVERTIME**

6.7.1 Overtime includes any time required to be worked in excess of eight (8) hours in any one (1) workday, or any time required to be worked in excess of ten (10) hours in any one (1) workday during a four (4) ten (10) work schedule, or any time in excess of forty (40) hours in any seven (7) consecutive day work period or calendar week. The DISTRICT shall provide either compensation or compensatory time off as determined by the unit member at a rate equal to one and one-half (1-1/2) times the regular rate of pay for the unit member. The DISTRICT will advise the unit member with the reason why compensation or compensatory time off is given. This decision shall not be arbitrary or capricious. Provisions for compensatory time off shall be governed by Section 6.8.

6.7.2 The workweek for any unit member having an average workday of four (4) hours or more during the week shall consist of no more than five (5) consecutive working days. Such unit member shall be compensated for any work directed by the DISTRICT to be performed on the sixth (6th) and seventh (7th) Day at a rate equal to one and one-half (1- 1/2) times the regular rate of pay of the unit member. Any unit member having an average workday of less than four (4) hours per day during a workweek shall, for any work required to be performed on the seventh (7th) day, be compensated at a rate equal to one and one-half (1- 1/2) times the regular rate of pay of such unit member.

6.7.3 The authorization of any overtime shall rest with the DISTRICT management and any and all overtime must receive prior approval from the immediate supervisor. Unit members who repeatedly work unauthorized overtime and have been counseled may be subject to progressive discipline in Article 17.

Where the assignment of overtime would constitute an undue hardship on the unit member and the unit member objects, the supervisor shall attempt to identify other qualified unit members desirous of working overtime before directing such unit member to work overtime. If no unit member elects to work overtime, the overtime distribution shall be in accordance with 6.9 Overtime Distribution.

Scheduling of a unit member by their supervisor that puts the unit member in overtime status, shall constitute authorization of that overtime.

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6.7.4 All overtime earned under contract must be paid no later than the next available pay period.

6.7.5 The calculation of the regular rate of pay for overtime purposes shall include the monthly rate of pay as determined under Section 7.1 plus one-twelfth (1/12) of any earned long service recognition pursuant to Article 11.

**6.8 COMPENSATORY TIME OFF**

6.8.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the regular classified report form. The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1 of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.

6.8.2 Compensatory time off shall be granted at the rate of 1.5 times the number of overtime hours worked.

**6.9 OVERTIME DISTRIBUTION**

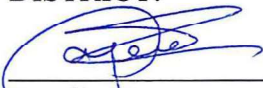
6.9.1 Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification and department, taking into consideration the nature of the work to be performed and the needs of the DISTRICT. Assignment of overtime shall not be arbitrary or capricious.

When there are two or more employees in the same classification and department, overtime shall be offered in the following order of priority:

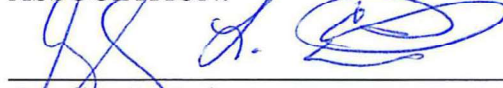
- a. On a rotational basis, based on seniority, determined by hire date, among those employees in the same classification and department who normally perform the work involved.
- b. When no employee elects to work the overtime, assignment shall be based on inverse order of seniority.

This agreement is subject to all approvals required by the Association and District.

DISTRICT:

  
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Amalia Perez,  
Director, Human Resources

ASSOCIATION:

  
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Grayling L. Eation,  
CSEA #291 Chief Negotiator


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Kevin Palkki, Negotiations Team Member

  
Ginger Sutphin, Negotiations Team Member

  
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Natalie Dorado,  
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