

**Tentative Agreement
By and between the
Santa Barbara Community College District
And the
California School Employees Association and its
Santa Barbara City College CHAPTER #289**

This Tentative Agreement (TA), is entered into by and between the Santa Barbara Community College District (District) and the California School Employees Association and its Santa Barbara City College Chapter #289 (CSEA or Association).

The parties agree to the following changes regarding Article 7: Hours:

Article 7: HOURS

7.1 The regular work week of a full-time unit member normally is forty (40) hours Monday through Friday, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work week, however, shall be at the sole discretion of the District management. ~~as to any employee hired after July 15, 1977, and provided that an alternate work week shall be permitted by mutual agreement between any unit member is a permanent employee on July 15, 1977, and the District, except that permanent unit members who are on an alternate workweek on July 15, 1977, are deemed to have agreed to the alternate work week they are then working. except that an alternate work week shall be permitted by mutual agreement between any unit member, and the District.~~

~~7.1.1 Flexible Work Schedule~~

~~A bargaining unit employee may, subject to approval by his/her immediate supervisor, work a flexible work schedule. A flexible work schedule means an eight (8) hour workday in which the employee may vary his/her starting and ending time. The supervisor may, subject to two weeks notice terminate an employee's flexible work schedule. The termination of a flexible work schedule shall not be for arbitrary and/or capricious reasons.~~

7.1.1 Alternate Work Schedules

a. Flexible Work Schedule

Subject to approval by the unit member's his/her immediate supervisor, a unit member may work a flexible work schedule. A flexible work schedule means up to an eight (8) hour workday in which the unit member may vary their starting and ending time. The supervisor may, subject to two weeks notice, terminate a unit member's flexible work schedule. The termination of a flexible work schedule shall not be for arbitrary and/or capricious reasons. Under no circumstances may a flexible schedule exceed eight hours per day or 40 hours per week. All flexible schedules must be requested on the Request for Alternative Workweek Schedule

Change Form (Appendix H) and submitted to the Vice President, Human Resources for compliance.

b. **Compressed Work Schedules. The District and unit member may mutually agree to a compressed work schedule, in accordance with the Fair Labor Standards Act (FLSA) or Education Code 88040, to establish either an:**

- 4/10 (four-day, ten-hour per day workweek)

- 9/80 (eight nine-hour days and one eight-hour day over a two week period)

All compressed schedules must be requested on the Alternative Workweek Schedule Change Form (Appendix H) and submitted to the Vice President, Human Resources for compliance.

Time off must be reported in hourly increments (i.e., 9/80 must report 9 hours for full day off work).

If a holiday falls on a day for which the unit member is not scheduled to work as a result of the compressed schedule, the District shall provide a substitute holiday for such unit member, within the same pay period, or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within the unit member's normal work schedule. If the unit member is on a compressed schedule, the number of hours scheduled to work per day equals the number of hours granted for the holiday.

7.2 **Overtime. Notwithstanding circumstances pursuant to Article 2 - District Rights, overtime is voluntary.** The District will provide **overtime** compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime **certified by the immediate supervisor on the Compensatory Time/Overtime form (Appendix I) and submitted to payroll for payment.** Overtime is any time required, suffered or permitted, to be worked in excess of eight (8) hours in any work day or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours. ~~or whose positions are excluded from overtime provisions in accordance with Education Code Section 88029, except as provided in Education Code Section 88027.~~ For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the unit member.

The District shall make a reasonable attempt to insure that overtime is rotated among **unit members.**

~~The District will provide compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated by the District and authorized~~

~~to perform such overtime. Overtime is any time required, suffered or permitted, to be worked in excess of eight (8) hours in any work day or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours or whose positions are excluded from overtime provisions in accordance with Education Code Section 88029, except as provided in Education Code Section 88027. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the unit member.~~

~~7.3~~ **7.2.1** Notwithstanding Sections 7.1 and 7.2 of this Article, the workweek for any unit member having an average work day of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required, suffered or permitted, to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.

~~7.5~~ **7.2.2** In the event a unit member who regularly works less than eight (8) hours a day and forty (40) hours a calendar week is designated and authorized to work in excess of the number of hours a day or week for which the unit member is customarily employed, and such additional hours of work, together with the customary hours of work, do not exceed eight (8) hours a day, the unit member shall be compensated for such additional hours at the unit member's regular rate of pay on a one-for-one basis. Overtime service in excess of eight (8) hours a day shall be compensated at the overtime rates specified for full-time unit members. **Such a unit member shall be compensated for any work required, suffered or permitted, to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.**

7.2.3 Overtime/Compensatory Time Allocation Method. Overtime work shall be compensated as determined by the supervisor prior to the rendering of overtime services as follows:

a. Either cash compensation at the rate of one and one-half (1 1/2) times the regular rate of pay of the unit member designated and authorized to perform the overtime work; or

b. Compensatory time off at the rate of one and one-half (1 1/2) times the number of hours of authorized overtime work; or

c. A combination of cash compensation and compensatory time off as arranged in accordance with terms set forth in this policy;

7.2.4 Compensatory Time. Compensatory time **shall be mutually agreed upon and certified by the immediate supervisor on the Compensatory Time/Overtime request form (Appendix H) and submitted to payroll for entry into the District's time and attendance system.** Compensatory time off shall be granted and taken **within the fiscal year in which compensatory time was earned** and at such times as arranged that will not impair the services rendered by the District and office to which the unit member is assigned. **Absences charged to compensatory time shall be entered into the District's time and attendance system.**

a. Overtime may be compensated with **one and one-half (1 1/2) compensatory** time credits in lieu of cash payments up to a maximum of 240 compensatory time hours (160 hours straight time equals 240 hours compensatory time).

b. Earned compensatory time shall be taken in units of one-half (1/2) hour or more at times approved by the immediate supervisor.

c. Compensatory time **must be taken within the fiscal year it is earned. Any outstanding compensatory time** shall be paid out as of **June 30, and will receive an end-of year payout as part of the July 31 payroll.**

~~7.4 — All unit members who have a work day of six (6) hours or more shall be entitled to take a non-paid duty-free lunch period of not less than thirty (30) minutes per day; such unit employees shall be entitled to elect to take a lunch period of 45 minutes, provided that the length of work day is not shortened, and provided further that once the employee makes such an election it shall remain in full force and effect for a period of at least three (3) months unless the supervisor and the employee can mutually agree on a shorter period. Unit members may request a one (1) hour lunch period; subject to supervisor's approval, provided that the extra thirty (30) minutes taken is made up on the same day; the decision by the supervisor as to when the extra time is made up shall not be arbitrary and capricious. All unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District.~~

~~Employees will not be encouraged or required to miss meal periods or rest periods. Employees may not miss meal periods and/or rest periods in order to shorten the work day.~~

7.4.7.3 Meal Periods and Rest Breaks

The intent of this section is to ensure that unit members take their meal periods and rest breaks.

a. **Meal Periods. Unit members who work six (6) hours or more shall take a non-paid duty-free lunch period of not less than thirty (30) minutes per day.**

Unit members may extend a lunch period to 45 minutes provided that the length of the work day is not shortened. The supervisor shall determine when the time shall be made up for that day.

Unit members may extend a lunch period to 60 minutes subject to supervisor approval provided that the length of the work day is not shortened. The supervisor shall determine when the time shall be made up for that day.

A meal break shall not be combined with a rest break.

- b. Rest Breaks. Unit members shall take a rest period of fifteen (15) minutes for every four (4) hours of work. Unit members cannot combine rest breaks.

~~7.9~~ 7.4 Call Backs. Any unit member called in or called back to work after completion of the unit member's regular assignment shall be compensated for at least two (2) hours of work at the rate of one and one-half (1 1/2) times the unit member's regular rate of pay (cash compensation or compensatory time off).

~~7.4.1 Unit members who are working from 4:30 to 5:30 P.M., shall be allowed one (1) hour per month, from 4:30 to 5:30 P.M., for a total of ten (10) months per year, to attend CSEA chapter meetings. CSEA shall provide to the Vice President, Human Resources a list of the above-referred to unit members who attend each meeting. *This was moved to 18.1.3 and language updated~~

~~7.10~~ 7.5 Telecommuting. Telecommuting shall be certified by the immediate supervisor on the Telecommuting Agreement form (Appendix E) and submitted to Human Resources for compliance. The approval and conditions under which such requests will be granted are subject to the District's sole discretion, provided that the working conditions are consistent with the terms of this Agreement, and the Telecommuting Guidelines (Appendix E). If the requested telecommuting would result in working conditions for unit members which are inconsistent with the terms of this Agreement, the District shall notify CSEA and provide it with an opportunity to negotiate regarding any changes to the working conditions, to the extent such changes are within the scope of representation.

~~7.6 Overtime work for unit members shall only be ordered and authorized in advance by the Superintendent/President, division head, or department head having jurisdiction and only under circumstances where the interests of the District will clearly be served by such overtime services. The District shall make a reasonable attempt to insure that overtime is rotated among custodians and groundskeepers in the bargaining unit.~~

~~Overtime work shall be compensated as he/she directs as follows:~~

~~7.6.1 Either cash compensation at the rate of one and one-half (1 1/2) times the regular rate of pay of the unit member designated and authorized to perform the overtime work; or~~

~~7.6.2 Compensatory time off at the rate of one and one half (1 1/2) times the number of hours of authorized overtime work; or~~

~~7.6.3 A combination of cash compensation and compensatory time off as arranged in accordance with terms set forth in this policy;~~

~~7.6.4 Compensatory time shall be taken off in units of one half (1/2) hour or more at times approved by the immediate supervisor.~~

~~Compensatory time off shall be granted and taken not later than twelve (12) calendar months following the week in which the overtime was worked and at such times as arranged that will not impair the services rendered by the District and office to which the unit member is assigned. Overtime may be compensated with time and one half compensation time credits in lieu of cash payments up to a maximum of 240 comp. time hours (160 hours straight time equals 240 hours comp. time).~~

~~Compensatory time not taken by the employee within twelve (12) months of accrual shall be paid out.~~

~~7.7~~ 7.6

Notwithstanding anything herein to the contrary, the Governing Board of the District may establish a ten-hour per day, forty-hour four consecutive-days work week in accordance with Education Code Section 88040 as amended.

~~7.8 In the event a unit member is permitted to take uncompensated time off~~

~~for not to exceed eight (8) hours because of personal emergency, and the unit member desires and is permitted to make up the time lost within the current and/or next succeeding calendar week in order to avoid salary deduction for the time lost, said unit member shall not be deemed to have worked overtime or to qualify for overtime compensation to the extent that he/she is making up the time lost because of the personal emergency.~~

~~7.9 Any unit member called in or called back to work after completion of~~

~~his/her regular assignment shall be compensated for at least two (2) hours of work at the rate of one (1) and one half (1/2) times the employee's regular rate of pay (cash compensation or compensatory time off). **This has been moved to 7.4.*~~

~~7.10 Employees may request the opportunity to telecommute. The approval and~~

~~conditions under which such requests will be granted are subject to the District's sole discretion, provided that the working conditions are consistent with the terms of this Agreement. If, on the other hand, the requested telecommuting would result in working conditions for any unit members which are inconsistent with the terms of this Agreement, the District shall notify the Association and provide it with an opportunity to negotiate regarding any changes to the working conditions, to the extent such changes are within the scope of representation. **This has been moved to 7.5.*~~

This Tentative Agreement is subject to ratification by Chapter 289 and the approval of the CSEA and the Santa Barbara Community College District Board.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Elizabeth Auchincloss
Chapter President
Chapter #289

Lyndsay Maas
Vice President
Santa Barbara Community College District

Mark Moore
Labor Relations Representative
California School Employees Association

8/28/19
Date