

MEMORANDUM OF UNDERSTANDING
Between
LOS RIOS COMMUNITY COLLEGE DISTRICT
and the
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1021

Summer 2023

In an effort to provide employees with an opportunity for an alternate summer schedule, the parties agree to allow each work location to decide which schedule(s) will be accommodated for a ten week period from May 29, 2023, through August 4, 2023. Such schedules may include, but are not limited to (1) A four/forty: a four-day week, ten hours per day; (2) a nine/eighty: nine hours for eight days, one day at eight hours, one day off every other week; for those employees who are allowed to work a nine/eighty during the summer, the workweek begins at mid-point of the eight hour day or day off and ends at mid-point of the following eight hour day or day off (some adjustments may be necessary for employees working irregular shifts); (3) rotating schedules; or (4) regular forty-hour week. Consideration will be given to the Fair Labor and Standards Act when developing individual work schedules. Each work location will develop its alternate summer schedule based on the following criteria:

- A. Whenever possible, accommodate employees' wishes for alternate summer schedules;
- B. Do not disadvantage employees who do not wish to participate in an alternate schedule;
- C. Maintain adequate public access and service.

CONDITIONS

Duration - Any employee who is allowed to work an alternate summer schedule must follow the same schedule during the entire alternate summer schedule period.

Breaks - Those employees who are allowed to work an alternate schedule of four/forty or nine/eighty will be given at least a half-hour unpaid lunch period each day. The lunch period may be extended an additional fifteen minutes or one-half hour provided the requisite number of hours of the shift are worked (i.e., nine or ten hours). Employees working a ten-hour day will be granted a twenty minute rest period for each five hours of continuous work, approximately in the middle of each five-hour period. Employees working a nine-hour day will be granted a twenty minute rest period approximately in the middle of the first five hours of work, and a fifteen minute rest period approximately in the middle of the next four hours of work.

Holidays – Employees working an extended day whose day off occurs on a holiday may be given an in-lieu-day (eight hours only for full-time employees; prorata for less than full time employees). Instead of an in-lieu-day, an employee working the ten-hour days may be allowed to work only eight hours a day for the remaining four days of the week; an employee working nine hours a day may be allowed to work eight hours a day for the nine work days in the two-week cycle. Those employees whose scheduled ten hours include a holiday will be required to work an additional two hours sometime during the remaining four days of the week or charge vacation; those employees whose scheduled nine hours include a holiday will be required to work an additional hour some time during the two-week cycle or charge vacation.


Overtime - Conditions for overtime pay as contained in the unit's collective bargaining agreement will be followed, except that employees working extended days will receive overtime pay for all assigned hours worked after nine or ten hours as applicable to their individual schedules, and for assigned hours worked on their scheduled day off (holiday makeup hours excluded).

Shift differential - The appropriate Article of the District agreement with the bargaining unit shall remain in effect during the alternate summer work schedule.

All schedules agreed to between employees and supervisors are subject to approval by department managers prior to implementation.

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SEIU:

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