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

# Alternate Work Schedules Summer 2025

#### 1. Alternate Work Schedules

- 1.1 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 26, 2025 through August 1, 2025. Such schedules may include, but are not limited to:
  - (1) 4/10: a four-day week, ten hours per day;
  - 9/80: 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.
- 1.2 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; and
  - (C) maintain adequate public access and service.

#### 2. Facilities Management 4/10 Pilot Program

- 2.1 As a one-time pilot program for the summer beginning in 2025, the District shall offer an opportunity for Facilities Management (FM) unit members to request participation in a 4/10 alternate work schedule. The following provisions shall govern the pilot program:
  - 2.1.1 Participation in the 4/10 alternate work schedule is subject to the needs of District operations, health and safety requirements, and approval of the first-level manager. Managers shall retain discretion to determine eligibility based on operational feasibility and service requirements. If Management determines that a request is not operationally feasible, the employee shall be notified within ten workdays

with the written reason why it is not feasible.

- 2.1.2 In positions or assignments that require coordinated team efforts or daily coverage, managers may require employees to maintain their regular schedules to ensure uninterrupted operations. The employee shall be notified within ten workdays with the written reason why the request has been denied.
- 2.1.3 The District shall provide the Union with a list of all the requests, their dispositions, and a brief reason for any denials within ten (10) working days of the deadline to submit requests. The Union may request one meeting to discuss any denials.
- 2.1.4 Manager determinations regarding participation in the 4/10 alternate work schedule shall be final and are not subject to grievance or appeal.
- 2.2 Employees approved for the 4/10 schedule during the pilot program shall work four (4) days per week at ten (10) hours per day, consistent with existing state labor laws and applicable District policies.
- 2.3 The pilot program shall sunset at the conclusion of the summer schedule unless both parties mutually agree to extend or implement the program on a recurring basis.
- 2.4 The District and SEIU shall meet in September following the conclusion of the pilot program to evaluate its effectiveness, identify any operational impacts, discuss any concerns regarding request denials, and determine whether the program shall continue in future summer terms.

#### 3. Conditions

- 3.1 <u>Duration</u>. Any employee who is allowed to work an alternate summer schedule must follow the same schedule during the entire alternate summer schedule period.
- 3.2 <u>Breaks</u>. 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.
- 3.4 <u>Holidays</u>. 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.

- 3.5 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).
- 3.6 Shift differential. The appropriate Article of the District agreement with the bargaining unit shall remain in effect during the alternate summer work schedule.
- 3.7 All schedules agreed to between employees and supervisors are subject to approval by department managers prior to implementation.

LRCCD: SEIU:

Mario Rodriguez,

Executive Vice Chancellor, Finance & Administration

(Apr 25, 2025 14:14 PDT)

Mo Kashmiri,

Field Representative,

Carrie Bray,

Vice Chancellor, **Human Resources**  Chris Elliott.

President

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