

Summary of Tentative Agreement between Chabot-Las Positas Community College District and SEIU, Local 1021

The parties agree to the following in full settlement of negotiations for a successor three-year agreement.

1. Term – Three years July 1, 2022 – June 30, 2025
2. Compensation Package (as attached, including) – TA signed 12/15/22
 - a. Article 15 Annual Increases
Effective July 1, 2022, an eleven percent (11%) across the board salary will be provided to all bargaining unit members.

Effective July 1, 2023, a three percent (3%) across the board salary will be provided to all bargaining unit members. Effective July 1, 2023 each salary range in the Classified Salary Schedule A (incorporated as Appendix A of this Agreement) will include a new salary Step 6 which provides a three percent (3%) upward adjustment for unit members. Members that have served their one-year anniversary at step 5 shall advance to step 6 effective July 1, 2023.

Effective July 1, 2024, a two percent (2%) across the board salary increase will be provided to all bargaining unit members. If the statutory COLA is two and a half percent (2.5%) or greater in the fiscal year 2024-25, the parties agree to meet and confer on potential enhancements to the two percent (2%) increase.

Bargaining unit members must be employed by the District at the time that pay increases are actually paid in order to be eligible for the increase.

- b. Article 15 Shift Differential & Compensation if Called Back
 - c. Elimination of Salary Ranges 10 – 24/Moving Early Childhood Assistant to Range 25
 - d. Article 18 Holidays
 3. Article 3 No Discrimination – TA Signed 9/2/2022
 4. Article 4 Anti-Bullying – TA Signed 12/1/2022
 5. Article 4 Release Time – TA Signed 12/15/22
 6. Classified Senate Release Time Side Letter Agreement – Signed 12/15/22
 7. Article 9 Promotional Probationary – TA Signed 12/1/22
 8. Evaluation/PIP Committee Side Letter Agreement - Signed 12/15/22
 9. Article 11 Lunch Periods – TA Signed 12/15/22
 10. Article 11 Work Schedules and Telecommuting – TA Signed 12/15/22
 11. Article 12 Voluntary Transfers – TA Signed 12/15/22
 12. Article 13 Layoff and Reemployment - TA Signed 12/15/22
 13. Article 15 Working Temporarily Out of Classification – TA Signed 12/15/22
 14. Article 15 College Fee Reimbursement/Certificates and Licensing – TA Signed 12/15/22
 15. Article 17 Bereavement – TA Signed 12/15/22
 16. Article 20 Safe Working Conditions – TA Signed 11/17/22
- All language not changed remains status quo.
 - All outstanding proposals that are not included in tentative agreements or specified in paragraphs 1 and 2 above are withdrawn by the parties
 - The parties agree to clean up the proposal by mutual agreement.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 11 HOURS AND OVERTIME

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

11.1.2 Shift Differential

Effective in the first full pay period following Union ratification and Board approval of the Agreement, ~~Effective January 1, 2015,~~ for work performed on the graveyard shift by employees regularly assigned to the shift, the differential shall be ~~three~~ five percent (35%). For work performed on the swing shift by employees regularly assigned to the shift, the differential shall be ~~two~~ three percent (23%).

Effective July 1, 2023, work performed on the graveyard shift by employees regularly assigned to the shift, the differential shall be seven percent (7%). For work performed on the swing shift employees regularly assigned to the shift, the differential shall be five percent (5%).

An employee who receives a shift differential premium on the basis of their regularly assigned shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift for twenty (20) working days or less.

All overtime shall be paid based on the regular rate which excludes the shift differential premium.

11.3 Compensation if Called Back

Any unit member called back to work, either after normal working hours or on a day not worked, shall receive not less than ~~two (2)~~ three (3) hours of work at the overtime pay rate, irrespective of the actual time less than that required to be worked.

ARTICLE 15 COMPENSATION

15.1 Annual Increases

- 15.1.1** Effective July 1, ~~2019~~ 2022, an ~~five~~ eleven percent (~~5%~~ 11%) across the board salary increase will be provided to all bargaining unit members.
- 15.1.2** Effective July 1, ~~2020~~ 2023, a ~~two~~ three percent (~~2%~~ 3%) across the board salary increase will be provided to all bargaining unit members. Effective July 1, 2023 each salary range in the Classified Salary Schedule A (incorporated as Appendix A of this agreement) will include a new salary Step 6 which provides a three percent (3%) upward adjustment for unit members. Members that have served their one-year anniversary at step 5 shall advance to step 6 effective July 1, 2023.
- 15.1.3** Effective July 1, ~~2021~~ 2024, a two percent (2%) across the board salary increase will be provided to all bargaining unit members. If the statutory COLA is two and a half percent (2.5%) or greater in the fiscal year 2024-25, the parties agree to meet and confer on potential enhancements to the two percent (2%) increase.

Bargaining unit employees must be employed by the District at the time that pay increases are actually paid in order to be eligible for the increase.

15.2 Salaries

Classified unit members shall be paid on the Classified Salary Schedule A (incorporated as [Appendix A](#) of this Agreement).

15.2.1 Initial Placement on the Salary Schedule

A probationary unit member at the time of initial employment with the District shall be placed on the first step of the appropriate pay range of the designated salary schedule.

15.2.2 Anniversary Step Increase

15.2.2.1 A unit member who has attained permanent status in the Classified Service, and occupies a position which is half-time or more for a period of no less than six (6) months in a school year will receive an annual step increase on the unit member's anniversary date, and on each annual anniversary date until the maximum step of the unit member's salary range is reached providing that the performance evaluation immediately preceding the anniversary date is satisfactory.

15.2.2.2 A regular hourly unit member who has attained permanent status in the classified service, and occupies a position which is less than half-

time or less than six (6) months in an academic year, will receive a step increase on every anniversary date, ~~providing that the performance evaluation immediately preceding the anniversary date is satisfactory.~~

~~15.2.2.3 The Chancellor or designee may withhold a service increment for less than satisfactory service upon providing the unit member notice and an opportunity to be heard. If the unsatisfactory performance is subsequently remedied, the previously withheld service increment will then be granted prospectively.~~

CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT
Classified Salary Schedule – SEIU Local 1021

Effective in the first full pay period following Union ratification and Board approval of the Agreement, Classified Salary Schedule A will be updated by deleting salary range 10 through 24, i.e. salary ranges 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24. Positions under range 24 will move to range 25 under this proposal.

ARTICLE 18 HOLIDAYS

18.1 Regular Holidays

There are ~~eleven~~ thirteen (13) paid regular holidays each year:

New Year's Day
Dr. Martin Luther King, Jr. Day
Lincoln Day
Washington Day
Cesar Chavez Day (observed as a floating holiday in lieu of Cesar Chavez Day)
Memorial Day
Juneteenth
July 4
Labor Day
Veterans Day
Holiday in lieu of Admission Day (the Wednesday before Thanksgiving)
Thanksgiving Day
Christmas Day

When a holiday falls on a Sunday, it shall be observed the following Monday. When a holiday falls on a Saturday, it shall be observed the preceding Friday.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 3 NO DISCRIMINATION

TENTATIVE AGREEMENT 2022-2025

RATIFIED 9/2/2022

3.1 Right to Participate

The District and Union recognize the right of unit members to form, join and participate in lawful activities of employee organizations. The District and Union recognize the alternative right of unit members to refuse to join or participate in employee activities.

3.1.1 The District shall not discriminate against bargaining unit employees for their lawful exercise of union rights.

3.2 Non-Discrimination Policy

The District and Union agree that they shall not illegally discriminate in any way within the meaning of the law, on account of race, creed, religion, sex, national origin, color, political affiliation, military or veteran status, age, sexual orientation, gender identity, gender expression, pregnancy, medical condition, genetic information, ~~or~~ physical or mental disability as defined by the state and/or federal law of a member legally qualified to perform the essential functions of his/her job, or on the basis of any other protected classification as defined by state or federal law.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 4 UNION RIGHTS

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

4.9 Chapter President Release Time

The District shall approve a ~~pilot program for the term of this Agreement of .50~~ 1.25 FTE release time for the use of the Chapter President, ~~and/or Chapter Officers or Chapter Vice President designees~~ as designated by the Chapter President for the purpose of conducting Union business. No one Officer shall exceed use of .5 FTE per week. To the extent possible, this release time shall be used instead of additional release time for classified representation under Sections 4.5, 4.6, and 4.7. The schedule for this release time shall be mutually agreed to between the released Chapter President, ~~and/or Chapter Officers or Chapter Vice President~~ and their supervisors.

In the event that mutual agreement on the schedule is not reached, the supervisor shall assign the schedule consistent with this section and the needs of the department.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 4 UNION RIGHTS

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/1/22

4.11 Anti-Bullying

4.11.1 Filing Complaint

This process shall be available when an employee or the Union believes that all of the following have occurred:

1. The employee was subjected to unwanted aggressive behavior that is humiliating or demeaning;
2. By supervisor, manager or administrator;
3. The behavior is repeated; and
4. The employee/Union provides details of multiple instances of the above which includes the name of the complainant, name of supervisor, and a complete description of the incidents including specifics of what happened, what was said, what was done and when. If there were witnesses, please name the witness(es) and what they observed.

Human Resources will determine whether a sufficient complaint has been filed and will be processed. A complaint is sufficiently filed if all items in 4.11.1 are fully provided. In the event that a sufficient complaint has been filed the District shall contact the complainant to discuss interim corrective measures that need to be taken. Measures may include, but shall not be limited to, assignment of an alternative supervisor until the investigation is complete. For probationary employees the District will discuss how any upcoming evaluation will be handled during the investigation. For non-probationary employees a scheduled evaluation may be delayed or not completed for that cycle.

4.11.2 Process

An employee or the Union who files a complaint that satisfies the above criteria has the right to the following:

1. Employees are encouraged to attempt to resolve issues at the lowest possible level. Therefore, an initial meeting with the supervisor, manager or administrator to discuss the issue(s) and attempt to reach a resolution is recommended as a first step. The employee and the supervisor have the right to have a representative present for such a discussion. An employee who is not comfortable with this step has the right to initiate a complaint at step 2 of the process.

2. A meeting with the manager of the supervisor, manager or administrator to discuss the issue(s) and attempt to reach a resolution within ten (10) work days of submitting the complaint.
3. If the meeting with the manager of the supervisor, manager or administrator does not result in an acceptable resolution, the employee or Union has a right to a meeting with the Vice Chancellor, Human Resources or designee to attempt to reach a resolution with ten (10) working days of the meeting in paragraph 2 above.
4. A complaint against an administrator at the Vice President level or higher should be filed directly with the Vice Chancellor, Human Resources or designee.

4.11.3 Resolution

Resolution of the complaint may include (but is not limited to):

1. The District sustained the complaint and corrective action was taken in which case that will be communicated to the employee or Union. The District and Union recognize that all employees have privacy rights as it relates to their personnel files and that the District may be limited in information that can be shared on corrective action taken.
2. The District is unable to determine whether the conduct occurred. In such a case, the District will communicate to all involved parties that the alleged behavior will not be tolerated and direct that professional conduct and communications will be expected at all times in the District workplace.
3. The District determined that the issue/incidents involve misunderstandings or miscommunications and corrective action steps to improve the situation will be recommended and implemented. This will likely include recommendations for both the employee and supervisor.
4. The District determined that the conduct complained of did not occur in which case that will be communicated to the employee/Union.

4.11.4 General

In all cases the following will be communicated to all involved:

1. An admonition that retaliation will not be tolerated.
2. A request that additional instances of concern be immediately reported.

The District will provide training to supervisors and managers on this section.

The decision made or action taken by the District will be deemed final and not subject to the grievance procedure. However, retaliation against an employee for filing a complaint under this procedure is prohibited and shall be addressed through appropriate means including other District complaint procedures and/or the grievance procedure where appropriate.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

**Side Letter Agreement
Between
Chabot-Las Positas Community College District
and
Local 1021
Service Employees International Union
December 15, 2022**

For the term of the contract, July 1, 2022 through June 30, 2025, the parties agree that Classified Senate release time will be provided through Administrative Procedure 2510 under the section titled "Collegial Consultation with Classified Professionals." The new language will be inserted in the Administrative Procedure 2510 in February 2023. See attachment.

This side letter is not subject to the grievance process.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong



**Chabot-Las Positas Community College District
Chancellor's Council**

Tuesday, December 6, 2022

3:00 – 4:30 p.m.

[ConferZoom](#) | Mtg ID: 925 6632 8587# | Password: 433252

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- I. Review and Approval of Agenda
- II. Review and Approval of the [November 8, 2022 Meeting Minutes](#)
- III. Enrollment Assessment Project (60 min)
- IV. COVID-19 Update (10 min)
- V. Board Policies/Administrative Procedures (standing item) (15 min)
 - a. [First Reading](#)
 1. AP 2510 Participation in District and College Governance
 2. AP 6750 Parking
 - b. [Second Reading](#)
 1. BP 2015 Student Members
 2. AP 3253 Total Cost of Ownership
 3. BP 3500 Campus Safety
 4. AP 3500 Campus Safety
 5. BP 3501 Campus Safety and Access
 6. AP 3501 Campus Safety and Access
 7. BP 3505 Emergency Preparedness Plan
 8. AP 3505 Emergency Preparedness Plan
 9. AP 6625 Art, Exhibits and Displays in Public Places
- VI. College Resolutions/Report Outs
- VII. Future Agenda Items

VIII. Next Meeting: February 14, 2022

Note: Agenda items not addressed will be carried over to subsequent meeting(s).

Board of Trustees

**AP 2510 PARTICIPATION IN DISTRICT AND COLLEGE
GOVERNANCE**

Reference(s):

Education Code Sections 70902
Code of Regulations 51023.5, 51023.7, 53200-53206
Accreditation Standards IV.A and IV.D.7

The Board of Trustees is committed to participatory governance. This administrative procedure is intended to ensure that faculty, classified professionals, and students have the right and opportunity to participate effectively in district and college governance. This procedure also ensures the right of the Academic Senates to assume primary responsibility for making recommendations in the areas of academic and professional matters.

The Board and its designee receive advice and recommendations from faculty, classified professionals, and students through the district and college participatory governance systems, collegial consultation, and mutual agreement with constituent groups, and the drafting or revising of written policy and procedures.

Chancellor's Council

The Chancellor's Council coordinates and supervises the district governance system. As the final districtwide policy recommending body, Chancellor's Council solicits, involves, and utilizes the opinions of faculty, classified professionals, students, and administrators, and provides an opportunity for constituent groups to inform and advise each other on policy matters. It shall ensure that districtwide participatory governance committees do not misconceive their purpose or overlap their function, and that any policy recommendation emanating from one group but affecting other groups be reviewed by appropriate committees and constituent groups before reaching final approval and being submitted to the Board.

The composition of the Chancellor's Council shall be as follows: Chancellor, College Presidents, Academic/Faculty Senate Presidents, Classified Senate Presidents, Student Senate Presidents, President of the faculty exclusive representative, and President of the classified exclusive representative, and one representative from the Administrative Association. Changes to this composition must be jointly agreed upon by the Chancellor and the Academic, Classified, and Student Senates.

District and College Participatory Governance Systems

- Faculty, classified professional, student, and administrator participation in district participatory governance system is outlined in the [Chabot-Las Positas Community College District Integrated Planning & Budget Model](#).
- Faculty, classified professional, student, and administrator participation in the Chabot College participatory governance system is outlined in the [Chabot College Participatory Governance and Collegial Consultation Process](#).
- Faculty, classified professional, student, and administrator participation in the Las Positas College participatory governance system is outlined in the [Las Positas College Participatory Governance Handbook](#).

Collegial Consultation with Academic/Faculty Senates

The Board recognizes the Academic/Faculty Senates of the colleges as the bodies that represent the faculty in collegial consultation related to academic and professional matters. "Academic and professional matters" means the following policy development and implementation matters:

- Curriculum, including establishing prerequisites and placing courses within disciplines;
- Degree and certificate requirements;
- Grading policies;
- Educational program development;
- Standards or policies regarding student preparation and success;
- District and college governance structures, as related to faculty roles;
- Faculty roles and involvement in accreditation processes, including self-study and annual reports;
- Policies for faculty professional development activities;
- Processes for program review;
- Processes for institutional planning and budget development; and
- Other academic and professional matters as are mutually agreed upon between the governing board and the academic senate.

See Board Policy 2510.

Collegial Consultation with Classified Professionals

The district recognizes the Classified Senates of the colleges and district office as the bodies that represent classified professionals on all non-collective bargaining matters that have or will have a significant effect on classified professionals. The district shall ensure that the Classified Senates are provided the opportunity to actively and effectively participate in the formulation and development of policies and procedures related to the following matters:

- a. Standards, policies, and procedures regarding student support and success, as related to classified professional roles;
- b. College and district governance structures, as related to classified professional roles;
- c. Standards, policies, and procedures regarding implementation and integration of technology systems, as related to classified professional roles;
- d. Professional development policies and activities;
- e. Processes for program review, as related to classified professional roles;
- f. Processes for institutional planning and budget development;
- g. Classified professional roles and involvement in accreditation processes;
- h. Classified professional roles and involvement in program planning, development, and staffing;
- i. Classified professional roles and involvement in facilities planning and development;
- j. Any other district or college policy, procedure, or related matters that have or will have a significant effect on classified professionals.

Except for unforeseeable, emergency situations, the district shall not take any action on these matters until the Classified Senate has been provided the appropriate opportunity to participate in the formulation and development of these matters through appropriate structures or procedures. Even in such unforeseeable, emergency situations, the Board and the district will make every effort to communicate with the leaders of the Classified Senate before such action is taken.

The district is committed to ensuring all classified professionals have the ability to engage in our participatory governance processes and structures. Except for matters relating to collective bargaining, our Classified Senates represent classified professionals and contribute to towards the achievement of the mission, values, and culture of our campuses and district.

To effectively support our Classified Senates' ability to represent and engage in participatory governance, each college classified senate is allocated up to 16 hours per week that may be distributed to classified leadership for activities related to:

- Classified Senate
- Governing/Governance/President/Chancellor Council
- Meetings with college and district leadership (president/chancellor)
- College Council/Chancellor's Council
- Board of Trustee meetings
- Shared governance committee meetings (district and college)
- College/Town meetings
- 4CS events and activities

Collegial Consultation with Student Senates

The district recognizes the Student Senates of the colleges as the bodies that represent students on matters having a significant effect on students. The district

shall ensure that the Student Senates are provided the opportunity to actively and effectively participate in the formulation and development of policies and procedures related to the following matters:

- Grading policies;
- Codes of student conduct;
- Academic disciplinary policies;
- Curriculum development;
- Courses or programs which should be initiated or discontinued;
- Processes for institutional planning and budget development;
- Standards and policies regarding student preparation and success;
- Student services planning and development;
- Student fees within the authority of the district to adopt; and
- Any other district and college policy, procedure, or related matter that the district governing board determines will have a significant effect on students.

Except for unforeseeable, emergency situations, the Board shall not take any action on these matters until the Student Senate have been provided the appropriate opportunity to participate in the formulation and development of these matters through appropriate structures or procedures. Even in such unforeseeable, emergency situations, the Board and the district will make every effort to communicate with the leaders of the Student Senate(s) before such action is taken.

Approved: January 16, 1996

Board Reviewed: October 18, 2022; April 18, 2006; July 22, 1997

ARTICLE 9 EVALUATION PROCEDURES

TENTATIVE AGREEMENT 2022-2025

RATIFIED 11/9/2022

9.5.2 Probationary Period

Unit members promoted to a higher classification shall serve a promotional probationary period of no less than ~~six (6)~~ three (3) months in the promotional position beginning with the first day of service in the position. The supervisor has the right to extend the probationary period from three (3) months to five (5) months for a unit member who receives Needs Improvement or Unsatisfactory evaluations on their 3-month evaluation, which is timely documented in accordance with Section 9.2.2.1 and 9.2.2.3. The unit member shall be informed in writing of the extension prior to their third (3) month anniversary.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

Side letter of Agreement
Between
Chabot Las Positas CCD
And
SEIU Local 1021
November 17, 2022

The parties agree to create a joint labor management committee as proposed by SEIU Local 1021 to review the following:

1. Evaluation Forms
2. Performance Improvement Plans (PIPs)

This committee shall consist of three bargaining unit members, and three representatives designated by Human Resources. The committee shall develop recommendations for updating the process no later than 90 days after ratification of the collective bargaining agreement.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 11 HOURS AND OVERTIME

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

11.5 Lunch Period and Rest Periods

11.5.1 Lunch Period for Six or More Hours of Work

Unit members assigned to six (6) or more hours of work in any day shall be entitled to an unpaid, uninterrupted lunch period. The length of such lunch period shall be not less than one-half ($\frac{1}{2}$) hour nor longer than one (1) hour, and shall, for full-time unit members, be scheduled at or about the midpoint of each work shift. The time when the lunch period is scheduled shall be designated by the supervisor.

If there is a request (by the employee or the supervisor) for an employee to work through their lunch period due to an unforeseen emergency and the supervisor agrees that the lunch break must be rescheduled, the supervisor shall reschedule the lunch break to another time during the workday. In the event that an emergency prevents the lunch break from being rescheduled, the employee shall be paid for the time worked during lunch at the appropriate rate of pay (straight-time or overtime based on time in paid status for the day/week).

11.5.1.1 Interruption of Lunch Breaks

The District agrees to meet with the Union regarding the issue of missed or interrupted lunch periods upon request of the Union. In the event that District needs are having the effect of repeatedly interrupting scheduled lunch periods, the District and the Union will meet to discuss the issue to attempt to reach a mutually agreeable resolution. The Union may request information from the department or division regarding scheduled lunch periods being interrupted.

11.5.1.2 ~~Lunch Period~~ Performing Arts Center and TV Studio

The schedule for bargaining unit employees who work in the Performing Arts Center and TV Studio shall include a scheduled lunch period. The Department shall ensure that the scheduled duty-free lunch period is provided. If an unforeseen operational emergency (such as an unexpected absence or major equipment failure) necessitates working through the scheduled lunch period, the supervisor shall reschedule the lunch break to another time during the workday.

In the event that an emergency prevents the lunch break from being rescheduled, the employee shall be paid for the time worked during lunch

at the appropriate rate of pay (straight-time or overtime based on time in paid status for the day/week).

11.5.2 Rest Period

One (1) paid fifteen (15) minute rest period for each unit member shall be granted for each four (4) consecutive-hour work period worked, at times approved by the immediate supervisor, but not during the first or last hour of the workday period.

11.5.3 Mandatory Standby

Unit members on mandatory standby during the lunch period will be paid at the appropriate rate for that period.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 11 HOURS AND OVERTIME

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

11.10 ~~Alternate Work Schedule~~ Flexible Work Schedule and Telecommuting

Employees ~~who may work an alternate work schedule,~~ a flexible work schedule such as Alternative Work Schedules, Arranged Time, Use of Assigned/Flex Time for Educational Purpose and/or Telecommuting by mutual agreement, such as 4/10 plan, will be paid overtime at the end of their scheduled work time. For example, 4/10 plan, overtime would begin after ten (10) hours of any work day.

A flexible work schedule may be approved by the supervising manager. Any flexible work schedule must comply with all applicable District, State, and Federal policies and procedures and collective bargaining agreements regarding overtime, holidays, vacation leave, and sick time. Participation in a flexible work schedule is not required and may not be permitted for all District employees or for all Departments and Divisions. Participation in a flexible work schedule may not be approved for all District employees or for all Departments and Divisions.

The supervisor shall consider an employee's request for flexible work schedule. A request for flexible work schedule shall not be unreasonably denied. Where a flexible work schedule has been approved it shall remain in place until either the employee or supervising manager requests to end the schedule. An employee must provide at least five (5) working days' notice to end the schedule. The supervising manager shall provide at least five (5) working days' notice prior to ending the flexible work schedule of an employee unless it must be ended or suspended immediately to address unforeseen District needs.

1. Deviation from a Flexible Work Schedule

Employees may not deviate from their agreed flexible work schedule. Employees shall not work additional hours outside of the approved flexible work schedule unless approved in advance by their supervisor or as requested by their supervisor. Employees shall no work overtime without prior approval from their supervisor.

2. Vacation Use During Alternative Work Schedules

Vacation will be charged at the flexible work schedule hourly rate. For example, when an employee takes a vacation day on a ten (10) hour alternative 4/10 work schedule, the employee will be charged ten (10) hours for that day.

3. End of a Flexible Work Schedule

In the event that a flexible work schedule is ending the supervisor, shall establish the employee's workweek schedule in accordance with the existing terms of the job work schedule in the job posting or the schedule assigned immediately prior to the flexible work schedule.

~~11.10.1 Opportunity to Work Alternate Schedule~~

~~All employees in a Department or Division looking at Alternate Work Schedule shall have the opportunity to participate, by mutual agreement. The District will explain why alternative work schedules are denied where requested by the employee or Union.~~

~~11.10.2 Minimum Staffing~~

~~Minimum staffing shall prevail in all Alternate Work Schedules (established before Alternate Work Schedule considered).~~

~~11.10.2.1 Definition~~

~~For every two (2) employees in a class, minimum staffing shall consist of one (1) employee. Seniority determines conflicts.~~

~~11.10.2.2 Minimum Staffing Not Met~~

~~If a schedule cannot meet the minimum staffing requirements on a particular day, Alternate Work Schedule during that week shall be suspended in that Department or Division.~~

~~11.10.3 Alternate Work Schedule During Holidays~~

~~Alternate Work Schedule shall be suspended during weeks in which a holiday occurs. During holiday week, work hours shall return to the basic five (5) day work week.~~

~~11.10.4 Vacation Rate During Alternate Work Schedule~~

~~Vacation will be charged at the Alternate scheduled hourly rate; that is when a vacation day is taken on a schedule ten (10) hour Alternate Work day, the employee will be charged ten (10) hours for that day.~~

~~11.10.5 Restriction~~

~~Alternate Work Schedule shall not cause overtime to any other employee.~~

~~11.10.6 Days Off During Alternate Work Schedule~~

~~Alternate Work Schedule off days shall occur on Monday and Friday which shall be determined by the Department or Division. Only one half of a section may be scheduled off on either day.~~

~~11.10.7 Participation~~

~~Participation in an Alternate Work Schedule is not required for all District~~

~~employees or for all Departments and Divisions.~~

11.101 Alternative Work Schedules

An employee may request to work any of the following alternative work schedules:

1. Four-Ten Workweek (4/10 Schedule)
This schedule shall consist of four (4) consecutive days of ten (10) hours per day and forty (40) hours per week.
2. Nine-Day, Eighty Hour Schedule (9/80 Schedule)
This schedule shall consist of a two (2) week work period consisting of one (1) workday off and nine (9) days of work, eight (8) of which shall be nine (9) hour days and one (1) of which shall be an eight (8) hour day.
3. Other Alternative Schedules
 - a. In addition to the alternative workweek schedules above, other alternative schedules shall be permitted, subject to the law and a written mutual agreement between the employee and their supervisor. Such alternative workweek schedules shall not exceed forty (40) hours in any one week nor exceed ten (10) hours on any given day.
 - b. Time scheduled in excess of the employee's assigned work schedule shall be paid at the regular rate of pay or the overtime rate as applicable. Time worked in excess of forty (40) hours per week, shall be subject to overtime laws.

11.142 Arranged Time

An employee and a manager, by mutual agreement, in writing, may change an employee's regular work schedule to meet a particular need of the employee/employer at the time. This is not a permanent or temporary change in assignment. Any hours in excess of the normal work hours due to this arrangement will not constitute overtime pay. Article 11.2.1 does not apply in this arranged time. This arranged time shall not exceed one week.

11.123 Use of Assigned/Flex Time for Educational Purpose

Unit members may be eligible for assigned time or flex time for the purpose of attending classes in higher education that relate to their jobs or career aspirations if the following conditions are met:

1. Assigned Time

The first-line supervisor/manager, with the approval of the next higher-level administrator, may assign a unit member during working hours with ~~his/her~~ their concurrence, to a class, course, seminar, workshop, or similar activity for the purpose of having the unit member learn specific skills needed in the execution of the unit member's job.

2. Flex Time

- a. Recommended by first-line supervisor/manager, and approved by the next higher-level administrator.
- b. If denied, appealable to the President or Vice Chancellor.
- c. Only regular non-probationary unit members are eligible.
- d. The class must be job related, related to career advancement with the District, and/or in a specific A.A. Degree program from an approved accredited institution. Academic, vocational or relevant training from a District-approved institution or program that is related to career advancement with the District may also be approved in accordance with this Section 11.4413. Applications must contain the course title and day(s) and time of the class.

3. Released Time

- a. Completed applications for release time shall be forwarded to the Screening Committee, whose function is to evaluate the application solely in terms of eligibility under Section 3(c). If the unit member is not eligible, the committee will return the application with a reason for lack of eligibility. If the unit member is eligible, the application shall first be forwarded to the first line supervisor with a notification to the unit member. The first line supervisor has five (5) work days in which to respond to the unit member in terms of approval or denial. Upon approval, the first line supervisor shall forward the application to the college President or Vice Chancellor. The college President or Vice Chancellor shall have five (5) work days in which to respond in terms of approval or denial. Upon approval, a copy of the application shall be forwarded to the unit member and Screening Committee. If denied by the first line supervisor or the college President or Vice Chancellor, the employee shall receive notification and reason for same within the timelines, as noted above. The President or Vice Chancellor may appoint a designee.
- b. If the request is denied, the unit member may appeal to the Chancellor.
- c. To be eligible, a unit member must have completed forty-five (45) quarter units of college work and have been a unit member for five (5) years.
- d. If offered, courses must be taken at one of the District's colleges and be either related to the unit member's job with the District or provide individual career advancement within the District. Courses taken on released time shall not be used toward CAAP awards. Applications must contain the course title, day(s) and time of the class and must describe the relationship to the unit member's job or career advancement within the District. Released time is only for actual time in class. The unit member shall use vacation, flex time or personal necessary leave to make up any travel time.
- e. Released time is limited to fifteen (15) individuals per year.

4. Decisions Not Grievable

Decisions made under Section 1 through 3 above are not subject to the grievance procedure.

11.14 Telecommuting

Telecommuting is a benefit which the District may grant based on telecommuting considerations below. There is no assurance that a telecommuting arrangement can be provided or approved by the District.

An employee who works a schedule of 4/10, 9/80 or a five day per week schedule may be approved to work from an alternate worksite instead of commuting to their District/College worksite for one (1) day per workweek if approved by the supervising manager. Not every job is eligible or adaptable to telecommuting. The decision to approve or deny telecommuting is within the sole discretion of the District and is not grievable.

11.14.1 Telecommuting Considerations

Supervisor's consideration for telecommuting request shall include, but not be limited to the following considerations:

- a. Job Knowledge – does the employee have adequate job knowledge to perform their core functions without close supervision or regular input from their supervisor and coworkers;
- b. Task, Assignment, and Projects – can the employee's work responsibilities be assigned, performed, completed, and managed away from the office;
- c. Student/Employee/Public Contact – can the employee's routine interpersonal interactions be conducted remotely;
- d. Technology Resources – does the employee have adequate technology resources to perform work remotely (e.g. high-speed internet, monitors, etc.);
- e. Special Equipment – does the employee's routine work assignments require any special equipment requiring them to be on-site to complete core tasks.

11.14.2 Telecommuting Agreement

Employees must be accessible during their telecommute scheduled work times via the manner and technology designated by their supervisor, which may include laptop computer, telephone, email, messaging application, video conferencing and/or instant messaging. Employees will make themselves available to attend scheduled work meetings, trainings, and other department activities as requested or required by the Department and/or per the telecommuting agreement. In critical or unforeseen circumstances, employees who are telecommuting may be required to attend meetings, trainings, or other work commitments in-person at the college or district.

Terms:

1. The employee agrees to sign a telecommuting agreement with the District.
2. The employee agrees to remain accessible during designated work hours. Designated work hours to be discussed/finalized and memorialized in writing, prior to the start of the telecommuting work.
3. Job responsibilities and performance appraisals remain the same as when working on-site.
4. The employee will not be reimbursed costs for internet, phone lines, or home utilities. The employee shall be permitted to request District equipment and office supplies as deemed reasonably necessary to perform the essential functions of their job.
5. All injuries incurred by the employee during hours that the employee is telecommuting, and all illnesses that are job-related must be reported promptly.
6. The employee understands that equipment, office supplies, records, and materials shall remain the property of the District and is for business use only.
7. The approved relocation of any necessary equipment or supplies from the campus to the remote work location shall be the responsibility of the employee.
8. Employees remain obligated to comply with all District (as well as the Department's) policies and procedures.
9. Only District-owned and managed devices may access District resources via VPN or web services. Employee will be the sole user of any District-owned equipment.
10. Employee will telecommute in accordance with the schedule approved in writing by the District in the telecommuting agreement.
11. Any breach of the telecommuting agreement by the employee may result in the termination of such Agreement.

Technical Support While Telecommuting:

1. The District will provide technical support to teleworking employees in the same manner as it provides to all employees for District owned equipment.
2. Employees in need of technical support must bring district owned equipment to their District/College Worksite, during regular work hours and after making a prior arrangement with IT. Technical support from IT is only available during posted support times by the District.
3. If the employee needs specialized support (i.e. issues with Internet connection) beyond the types of technical support normally provided by the District to all employees, the employee must make their own arrangement for technical support.

4. In the event of delay in repair or replacement of equipment, resolution of technical issues or any other similar circumstances making it impossible for the employee to telework, the employee must work from their District/College Worksite until the issue is resolved.

11.135 Change in Part-Time Assignment

A unit member who works a minimum of thirty (30) minutes per day in excess of ~~his/her~~ their part-time assignment for a period of twenty (20) consecutive workdays or more, shall have ~~his/her~~ their basic assignment changed to reflect the longer hours, commencing on the twentieth (20th) day, in order to acquire ~~his/her~~ their fringe benefits prorated accordingly.

11.146 Overtime Distribution

Subject to the needs of the District, overtime shall be distributed and rotated as equally as possible and practical among bargaining unit members and shall be posted within each department.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 12 TRANSFERS AND VACANCIES

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

12.2 Voluntary Transfers

12.2.1 Requesting Voluntary Transfer

Unit members may request a transfer to an advertised vacant position as provided below. All unit members' requests will be forwarded through administrative channels to the appropriate supervisor for ~~decision~~ consideration. Bargaining unit members who are requesting a lateral transfer into the same position classification and:

- a. who provide a letter of interest to Human Resources by the application deadline ~~self-identify as a lateral transfer in the application process;~~
- b. have passed their probationary period; and
- c. the voluntary transfer candidate shall be offered a second-level interview with the hiring manager prior to interviewing external candidates. have-
~~timely and properly applied for the open position.~~

~~Shall be granted the opportunity to interview for the position.~~

12.2.2 Basis for Decisions

All voluntary transfers will be based upon the best interest of the District, with due regard to the interests of the unit member.

12.3 Employer Initiated Transfers

12.3.1 Reasons

A transfer of unit members may be made by the District at any time for any of the following reasons:

- a. in order to balance the classified staff of the District by considering factors including, but not limited to, experience and the goals of the Affirmative Action and Equal Employment Opportunity Program
- b. a change in enrollment or work load necessitating transfer of unit members; and
- c. to meet the District needs

12.3.2 Request for Written Statement

A unit member may request of the President or designee a conference or a written statement regarding reason(s) for the involuntary transfer. Such reason(s) shall not be subject to the grievance procedures included in this Agreement.

12.3.3 District Responsibility

In the exercise of this right of involuntary transfer, the District shall not act in a manner that is arbitrary, capricious or discriminatory.

12.4 Vacancies

12.4.1 Procedure for Posting Vacancy

When a vacancy exists, a notice will be posted both in-house and advertised to the general public. The pool of applicants will be forwarded to the first-line supervisor or manager for review with the selection/interview committee.

A qualified internal applicant will be fully considered in the hiring process for promotional positions.

12.4.2 Requesting Information Regarding Selection

Any qualified unit member not selected for a position may request in writing to the District Office of Human Resources the reason(s) for not being selected. District response will be in writing.

12.4.3 Career Opportunities for Unit Members

The promotion of unit members to a higher class within the classified service, as well as the opportunity to fill vacancies, shall be encouraged in order that the unit members may develop career opportunities within the District.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 13 LAYOFF AND REEMPLOYMENT

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

13.1 Definitions

13.1.1 Definition of Layoff

A layoff for the purpose of this article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or work. A layoff is also a voluntary demotion or voluntary reduction of hours, workweek or work year accepted by a unit member to avoid interruption of employment by layoff. When a vacancy exists, a bargaining unit member may take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such bargaining unit member has the essential skills necessary to perform the duties of the position as specified in the incumbent's job announcement, and provided further that the District approves such demotion or reduction in time. Such approval shall not be withheld by the District for arbitrary or capricious reasons. Nothing contained herein shall be construed as waiving any rights SEIU Local 1021 may have to negotiate a decision by the District to reduce hours in lieu of layoff.

13.1.2 Definition of Day

A day is a calendar day.

13.1.3 Definition of Class

Each of the different job titles included in [Appendix A](#) is a class (e.g., College Clerk I and College Clerk II are different classes). [Appendix A](#) may be amended from time to time by the District to reflect new or deleted classes.

13.1.4 Definition of Hire Date

For purposes of this article, hire date for seniority purposes shall be the first day of probationary service, except that an employee whose employment is interrupted in excess of thirty-nine (39) months shall be deemed to have been hired on the first day of ~~his/her~~ their continuous reemployment as a probationary/permanent unit member.

13.2 Seniority

13.2.1 Definition

Seniority in class is based on length of service in that class plus higher classes from date of hire as a probationary or permanent classified employee. Leaves of absence do not constitute a break in service.

13.2.2 Length of Service

Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual-hours basis as though each unit member had worked full time, 2,080 hours for each twelve (12) months of service.

13.2.3 Substituting in Another Class

For those periods in which a bargaining unit member is serving in a substitute capacity in another class in lieu of ~~his/her~~ their normal assignment, seniority shall be credited towards ~~his/her~~ their normal assignment and shall not be earned in the substitute class.

13.2.4 Posting Seniority List

Seniority lists shall be posted and updated by September 1st each year with a copy to the Union chapter president. In the event of layoffs, a copy will also be provided to the Union field representative. Seniority lists will be posted in Human Resources, at the campuses and on the District Intranet. The seniority lists will provide the employee names (in alpha order), date of hire in the classification and hours of service in each class from date of hire as a probationary or permanent classified employee.

13.2.5 Equal Class Seniority

If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater classified hire date (District) seniority, or if that be equal then the determination shall be made by the earliest date of employment with the District in any non-faculty, non- student capacity, and if that be equal by lot under the supervision of the Office of Human Resources.

13.3 Notice of Layoff

13.3.1 Layoff Due to Reduction or Elimination of Service

When as a result of a bona-fide reduction or elimination of the service being performed by any department, bargaining unit members are subject to layoff for lack of work. Affected bargaining unit members shall be given written notice of layoff ~~not no later than March 15th. less than sixty (60) days prior to the effective date of layoff.~~ The notice shall and informed advise employees of their displacement rights, if any, and reemployment rights. The notice shall further advise the employee of any hearing rights they may have under Education Code Section 88017 and a copy of Education Code Section 88017 shall be attached to the notice if applicable.

13.3.2 Layoff Due to Expiration of Specially Funded Program

When, as a result of the expiration of a specially funded program, bargaining unit members' positions must be eliminated at the end of any school year, and bargaining unit members will be subject to layoff for lack of funds, the bargaining unit members to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights. ~~on or before April 29 informing them of their layoff effective at the end of such school year. Other layoffs for lack of funds shall be made not less than sixty (60) days' notice except as set forth in Section 13.3.3.~~

13.3.3 Layoff Due to Lack of Funds/Lack of Work

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of bargaining unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees, without the notice required by aforementioned subsections.

13.3.4 Notice Requirements

The layoff notice shall contain the reason for the layoff, the effective date of layoff and a statement of "bumping," rights (if any), a statement that the unit member may accept layoff and of reemployment and unemployment benefits rights and shall be accompanied by a statement of seniority. The seniority lists shall be posted as provided in Article 4, Union Rights, Section 4.3, of this Agreement, and normally twenty-five (25) days in advance of a layoff, but in any circumstance at least two weeks prior to the effective date of any layoff. The Union shall receive a copy at the time of posting. Bargaining unit members and the Union shall have the duty to provide information to the District regarding any errors or discrepancies in the seniority list within twenty-five days of the posting. Failure to provide any such information shall exempt the District from back pay provisions of Article 13 Layoff and Reemployment, Section 13.7.6 Erroneous Layoff. Moreover, reinstatement will not take place until the District has had the opportunity to give another unit member thirty (30) days' notice of layoff, if necessary.

13.3.5 Communication with Unit Members and Union

The written notice of layoff shall be provided to unit members and SEIU Local 1021 not later than sixty (60) days before the effective day of layoff. When more than one position is affected by layoff, the District shall call a meeting of affected members to inform them of their options and elicit their preferences. This meeting will be held not later than ten (10) workdays before the earliest layoff date of any member of the group. Additional impacts bargaining, if any, shall occur prior to or within the sixty (60) day notice period.

13.4 Bumping Rights

13.4.1 Bumping into Equal or Lower Class

Unit members identified for layoff may exercise bumping rights into an equal or lower class in which they have served if they have more seniority in that class plus higher classes than someone currently serving in that class.

13.4.2 Seniority in More than One Class

If the unit member has seniority in more than one class or position of equal salary range, the unit member shall bump the overall least senior unit member. If the unit members of those two classes or positions have equal seniority the determination as to who shall be laid off will be made on the basis of greatest classified hire date (District) seniority or if that be equal the determination shall be made by the earliest date of employment with the District in any non-faculty, non-student capacity and if that be equal by lot under the supervision of the Office of Human Resources.

13.4.3 Percentage

For purposes of bumping, a unit member can only bump into an equal or lower percentage of the same class.

13.4.4 In Lieu of Bumping

In lieu of exercising bumping rights, a unit member may elect to be laid off or, if eligible, to retire. Bargaining unit members who select voluntary layoff shall be entitled to the same rights and benefits as members who are separated involuntarily under this article. Bargaining unit members who elect to retire shall be entitled to the rights set forth in Section 13.6.

Unit members who do not exercise any of the above options shall be eligible to apply and interview for any open bargaining unit position during the applicable reemployment period that the District has authorized to be filled and for which they meet the minimum qualifications. Unit members must notify the HR Director of their Request pursuant to this article.

13.4.5 Skills Needed

In order to be eligible for any of the above selections the more senior bargaining unit member must possess the essential skills necessary to perform the duties of the position as described in the incumbent's job announcement.

13.5 Reemployment After Layoff

13.5.1 Reemployment Rights

A unit member who has been laid off has reemployment rights (in preference to new applicants) for thirty-nine (39) months into the class from which ~~he/she was~~ they were laid off ~~from~~ or equal or lower classes in which the unit member has served. If more than one (1) of such positions is available, reemployment will be into the highest available class. Bargaining unit members laid off have the right to apply and be interviewed, if necessary to determine possession of "essential skills," for such vacant positions within the District during the period of thirty-nine (39) months. Reemployment shall be in the reverse order of layoff.

13.5.2 Reemployment after Voluntary Demotion

Laid off unit members who, at the time of layoff, took a voluntary demotion or voluntary reduction in assigned time shall be, at their option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of sixty-three (63) months from the effective date of layoff. Such unit members shall be ranked in accordance with their seniority on the reemployment list.

13.5.3 Reemployment Offers

Offers of reemployment shall be made via the U.S. Mail Service, Certified Return Receipt Requested, to the last known address of the bargaining unit member, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, and current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the bargaining unit member's signature. Bargaining unit members shall be responsible for notifying the District in writing of all changes of address. SEIU Local 1021 shall be notified when any bargaining unit member rejects reemployment.

13.5.4 Failure to Receive Acceptance of Reemployment

If the District fails to receive an acceptance within ten (10) calendar days after sending the offer, it shall consider that the unit member has declined that offer of reemployment. If a unit member declines a second offer, ~~he/she~~ they shall have waived the right to reemployment offers until ~~he/she~~ they notifyies the District of availability within the remainder of ~~his/her~~ their reemployment period. Any offers of reemployment in lower classification or for fewer hours or workdays than the position from which the unit member was laid off may be declined without prejudice.

13.5.5 Reporting After Acceptance of Reemployment

If a unit member accepts any offer of reemployment, ~~he/she~~they must report to work within eleven (11) workdays following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approved an earlier reporting date.

13.5.6 Seniority and Reemployment

The District may simultaneously send out notices of vacancy to more than one (1) unit member on a reemployment list provided that a more junior unit member may be given the vacancy only when those with more seniority have declined or waived it.

13.6 Retirement and Layoff

Notwithstanding any other provision of law, any bargaining unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement system of the fact that retirement was due to layoff for lack of work or of funds. If the bargaining unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement system has properly processed ~~his/her~~ their request for reinstatement from retirement.

13.7 Miscellaneous Provisions

13.7.1 Steps Upon Reemployment

Upon reemployment from layoff, a bargaining unit member will advance to the next step on the salary schedule when the unit member has worked the required length of time necessary for the salary step. Example: The unit member has worked three (3) months at step 4 when laid off. Upon reemployment, the unit member must work nine (9) months for a total of twelve before advancing to step 5. This date will be the new anniversary date.

13.7.2 Utilization of Non-Bargaining Unit Members/District Rights

It is the intent of the parties that the District has the right to direct the work force in order to provide services; and in providing such services, it is the intent that the utilization of non-bargaining unit members will not result in the arbitrary or capricious displacement of laid-off or reduced bargaining unit members, or the arbitrary or capricious denial of recall rights of bargaining unit members on the recall list.

13.7.3 Placement as Substitute After Layoff

If the District utilizes substitutes, bargaining unit members who have been laid off and who have seniority in that class will be given the opportunity to work as substitutes if such bargaining unit members request placement on the substitute roster. Compensation for such substitute employment shall be at the established substitute rate.

13.7.4 No Re-Negotiation

Subjects covered in this article shall not be subject to re-negotiation in the event of layoff, nor will the implementation of layoffs be delayed by any request to negotiate any effects of layoff.

13.7.5 Reason For Layoff Not Grievable

The reason of layoff (lack of work or lack of funds) shall not be subject to the grievance procedure. Violations of the expressed provisions of this article may be grieved.

13.7.6 Erroneous Layoff

Any bargaining unit member who is erroneously laid off, in accordance with this article, shall be reemployed upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Reemployment shall occur within ten (10) workdays of notice to the District. This section is subject to the grievance procedure and its twenty (20) day statute of limitations.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 15 COMPENSATION

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

15.3 Working Temporarily Out of Classification

- 15.3.1** Unit members may be assigned to work temporarily in a higher position classification where fifty-one percent (51%) or more of the work assignment is out of their regular classification (i.e., where duties and responsibilities are performed which are not reasonably related to those prescribed in the individual's regular position class specification).
- 15.3.2** Where the assignment lasts for more than five (5) working days within a fifteen (15) calendar day period, the unit member shall be paid an increased salary for the entire period of the temporary assignment at Step 1 of the appropriate salary range for the temporary position or at the rate of five percent (5%) above the salary earned in the regularly assigned position, whichever is greater.
- 15.3.3** Unit members assigned to work temporarily out of classification with the prior approval of HR will be notified via email that shall include the increased salary placement for the period of the temporary assignment.
- 15.3.4** A unit member who believes they are currently Working Out of Classification shall inform the immediate supervisor in writing. The written notice must include the specific facts upon which this belief is based.
- a. The immediate supervisor will forward the request to HR within five (5) workdays of the unit member submitting the written notice.
 - b. HR and the immediate supervisor shall meet with the employee and then provide a recommendation for resolution no later than 10 workdays from the receipt of the email from the employee. An extension of the timelines may be agreed to by the parties.
 - c. The Decision of Human Resources on the resolution shall be communicated in writing to SEIU. In the event that SEIU disagrees with the proposed resolution, SEIU has the right within ten (10) working days to present its reasons to the Vice Chancellor of HR, or designee in writing. The Vice Chancellor of HR or designee is required to consider those reasons and provide a written response to SEIU. In the event that SEIU does not agree with the proposed resolution provided by the Vice Chancellor of HR or designee, SEIU may appeal in writing the decision to the Chancellor within ten (10) working days of receipt of the decision. The Appeal will be heard by a Panel, which is composed of two Union representatives appointed by the Union, the Chancellor or designee and the Chief Human Resources Officer.

- d. The Chancellor or designee will establish a meeting date between the employee and the Panel for the Appeal meeting. The Panel will meet with the employee to receive and review additional information that the employee may wish to provide. The supervisor and/or manager may be asked to attend and address the panel.
- e. The Panel will render a recommendation and communicate that recommendation in writing to the Chancellor.
- f. The Chancellor will render the final decision within thirty (30) working days of receipt of the recommendation. The Chief Human Resources Officer will then send notification to the employee, the Union and supervisor. If the appeal is denied, reasons will be given. There will be no further appeals. The decision of the District shall not be subject to Article 8, Grievance Procedures.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 15 COMPENSATION

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

15.9 College Fee Reimbursement

Effective ~~January 1, 1998~~ July 1, 2022, the District will reimburse to unit members the costs of enrollment fees for credit course work towards a degree or certificate offered by the District, other California community college districts, the CSU or UC systems. The form entitled "[Enrollment Fee Reimbursement](#)" is available from the District Business Services' Accounting Department. Eligibility for such reimbursement shall be based upon:

1. satisfactory completion of the course, and;
2. demonstration that the reimbursement does not exceed ~~10~~ 16 semester units per year

The District will reimburse the unit member at the unit cost of the prevailing California Community College fee or up to ~~\$75~~ \$125 per unit towards units for approved colleges and universities. An employee may only be approved for up to ~~\$750~~ \$2,000 per fiscal year. This program is administered on a first come, first served basis. The total District reimbursement under this section will not exceed ~~nine~~ fifteen thousand dollars (~~\$9,000~~ \$15,000) per fiscal year. ~~Employees will not be eligible for reimbursement once the nine thousand dollars (\$9,000) has been utilized in any fiscal year.~~ This program is administered annually and the funds do not roll over from year to year.

15.10 Certification and Licensing

The District will reimburse to unit members the costs of enrollment fees for ongoing certification/licensing opportunities that aid their work in the District for all SEIU 1021 members subject to advance approval from the supervising manager. It will be the responsibility of the member to locate certification/licensing programs. The total District reimbursement under this section will not exceed nine thousand dollars (\$9,000) per year. An employee may be approved for up to nine hundred (\$900) per fiscal year. This program is administrated on a first come, first served basis. When applicable, SEIU 1021 members may receive training through the Workforce Training Chabot-Las Positas Community College District.

1. Upon satisfactory completion of certification/licensing, members shall complete the [Enrollment Fee Reimbursement](#) form available from the District Business Services website and provide a copy of the certificate for reimbursement. Reimbursement will be made when the certification/licensing program is completed and the required documentation has been provided to the supervising manger.
2. Certification/licensing training requested by the employee under the Article shall be scheduled during non-work hours. Employees may also use approved

Assigned/Flex Time per article 11.14 for the purpose of attending classes with advance approval of their first level administrator.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 17 LEAVES OF ABSENCE

TENTATIVE AGREEMENT 2022-2025

RATIFIED 12/15/2022

17.3 Personal Necessity

Except where otherwise provided, an employee may use as many as seven (7) days of accumulated sick leave in any fiscal year for instances of personal necessity for the following reasons:

17.3.1 Death in Immediate Family

Death of a member of ~~his/her~~ their immediate family as defined in Section 17.3.6.1 of this Agreement when additional leave is required beyond the number of days provided under the bereavement leave provisions of this Agreement.

17.3.2 Accident or Emergency Illness

Accident or emergency illness involving the employee's person or property or the person or property of a member of the immediate family and of such nature that the employee's presence is "required" during assigned work hours.

17.3.3 Illness of a member of ~~his/her~~ their immediate family

Non-emergency illness of a member of ~~his/her~~ their immediate family.

17.3.4 Court Appearance

Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

17.3.5 Personal Business

Three (3) days maximum for matters of personal necessity which cannot be accomplished at times other than assigned working hours.

17.3.6 Definitions and Procedures for Use of Personal Necessity Leave

17.3.6.1 Members of the immediate family shall mean the mother, father, stepmother, stepfather, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew of the unit member, foster child, ward of the court, legal guardian, or any relative living in the immediate household of the unit member, or upon approval of the Chancellor or designee, a significant

other person.

17.3.6.2 Unit members shall notify the District as soon as possible, but shall not be required to secure advance permission for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the unit member's person or property, or the person or property of ~~his/her~~ their immediate family. A unit member must secure advance permission for all items not covered above, and shall normally make the request to the immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice.

17.3.6.3 Unit members shall complete the District's Request For Leave of Absence or Floating Holiday Form specifying the date(s) and reason for the request (including specifying the category of Personal Necessity Leave [PNL]) and verifying that the unit member's use of leave was for personal necessity as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacations, work stoppages, or for matters of purely personal convenience, and upon request, shall provide the District with such proof or statement of facts as may be determined necessary by the District to carry out the intent of this provision. Employees are not required to disclose confidential medical information in requesting leave under this section.

17.5 Bereavement Leave

In the event of the death of any member of a unit member's immediate family, as defined in Section 17.3.6.1, ~~he/she~~ they shall be granted bereavement leave of absence, not to exceed three (3) working days of bereavement leave plus the right to take up to two more days of any paid vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee for a total of 5 days in compliance with the law; or five (5) working days if travel out of state is required or travel to distances between three hundred fifty (350) and two thousand (2,000) air miles is required; or seven (7) working days if a distance greater than two thousand (2,000) air miles is required. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of this Agreement.

17.6 Family Medical Leave

In accordance with state and federal law and District policy, under certain conditions workers may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances. Qualifying circumstances would include but not be limited to: serious health condition of the employee, or care of a child, spouse or parent with a serious health condition, or birth or adoption of a child.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong

ARTICLE 20 SAFE WORKING CONDITIONS

TENTATIVE AGREEMENT 2022-2025

RATIFIED 11/17/2022

20.1 Definition

The District shall provide safe working conditions for all unit members as required by law and/or OSHA requirements, continuous monitoring of working conditions and the correction of unsafe working conditions. Unsafe working conditions shall be defined as unreasonable exposure of an employee to conditions which are likely to cause injury.

20.2 Safety Practices

Unit members shall cooperate with management in maintaining good worksite safety practices in all facilities.

20.3 Reporting Unsafe Working Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy to any person associated with the District. Unsafe working conditions includes being required to work in unsafe heat or air quality environments without adequate mitigation such as protective gear or work breaks.

20.4 Working in Outdoor Heat Environments

The District shall provide the following steps to be taken with outdoor workers to prevent heat illness.

- (i) Provide shade and cool down options for employees who work outside in the heat.
- (ii) Encourage workers to take a cool-down rest, in the shade, for at least five minutes when they feel they need to do so.
- (iii) Train all employees that work outdoors on heat illness prevention. This training shall include specifically notifying employees about required safety measures such as taking required breaks and hydrating, to comply with CalOSHA and any other safety requirements that pertain to working in excessive heat situations.
- (iv) The District shall direct employees to take at least the minimum breaks required by CalOSHA for working in excessive heat environments.
- (v) Provide adequate drinking water free of charge and encourage workers to stay hydrated.

20.5 Worker Safety and Health in Wildfire Regions

Worker safety training for employees who work outdoors shall also include safety

requirements and measures for working in situations where specific CalOSHA requirements are triggered due to air quality deteriorating due to wildfires.

20.46 Correcting Unsafe Conditions

The District will investigate such reports and take appropriate actions to correct these conditions found to be unsafe or unhealthy. Standards established by State law shall prevail.

20.57 Reporting Assault and Battery

Unit members shall immediately report cases of assault and battery suffered by them in connection with their employment to their immediate supervisor, who shall be responsible for reporting such incidents to the police.

20.68 Non-Discrimination Policy

No unit member shall be in any way discriminated against for reporting any unsafe or unhealthy working condition.

20.79 Uniforms

Unit members who are required to wear prescribed uniforms by the District shall have them provided at District expense. Employees who are provided with District uniforms may have them cleaned by the District at the option of the employee.

20.79.1 Employees required by the District to wear uniformed safety boots shall be reimbursed by the District for safety boots purchased, not to exceed ~~\$150.00~~ \$250.00 per fiscal year.

For SEIU 1021:



Rachel Ugale



Hari Subramanian (Dec 22, 2022 12:16 PST)

Hari Subramanian

For the District:



Wyman M. Fong (Dec 22, 2022 12:45 PST)

Wyman Fong