

**Memorandum of Understanding between
SEIU Local Union (“Union”) and Chabot Las Positas Community College District
 (“Employer”)
Regarding Probationary Periods for new Hires
July 1, 2022**

The parties enter into the following agreement in response to AB275 changing the law regarding probationary periods for classified employees. The parties further agree to conform all language of this collective bargaining agreement to comply with AB275:

9.2 Probationary New Hire Unit Members

(For employees hired on or after ~~Board ratification of this contract on May 19, 2020~~ July 1, 2022.)

9.2.1 Probationary period

New hire unit members shall serve a probationary period of ~~nine-six (96)~~ nine (9) months or 130 days of paid service, whichever is longer. ~~The probationary period,~~ beginning with the first day of service in a regular or restricted position ~~unless the probation period is extended, as provided below.~~

9.2.2 Evaluation of Probationary Employee

9.2.2.1 Schedule of Evaluations

A probationary employee shall be evaluated within the last five (5) working days of the employee’s three-month, and five-month, and eight-month anniversaries. *(For example, the three-month anniversary for a probationary employee that started on January 15th is April 14th. The supervisor should provide the probationary employee their evaluation within five (5) working days either before or after the anniversary date.* Special evaluation reports may be made at other than the specified times when such are deemed necessary by the supervisor or designated manager.

9.2.2.2 Meets Expectations Performance

Each written performance evaluation report must indicate meets expectations in order for the unit member to successfully complete the probationary period and to achieve permanent status in the position.

9.2.2.3 Effect of Performance Below Meets Expectations

Should any rating be less than meets expectations, the unit member may be released from probation and separated from employment.

Any evaluation containing one or more needs improvement and/or unsatisfactory ratings shall include an improvement plan. This applies to employees who continue in employment. The District shall provide any performance improvement plan to the Union Chapter President or

his or her designee on the same day it is provided to the affected employee with the employee's permission. ~~The supervisor has the right to extend the probationary period from nine (9) months to one (1) year due to poor performance, which is timely documented in accordance with Section 9.2.2.1. The unit member shall be informed in writing of the extension prior to their ninth (9th) month anniversary. This decision is not subject to the grievance procedure, except for any District failure to timely provide evaluations pursuant to this section and its subsections.~~

~~9.3 Restricted New Hire Unit Members~~

~~9.3.1 Evaluation of Restricted New Hire Employee~~

~~9.3.1.1 Schedule of Evaluations~~

~~New hire unit members assigned to restricted classified positions are to be evaluated as in the case of other probationary employees, except that completion of twelve six (126) months of service shall not result in attainment of regular status except as provided in applicable sections of the Education Code.~~

9.4 Regular Unit Members (renumber given deletion of 9.3)

9.4.1 Annual Evaluation

Regular unit members shall be evaluated in writing annually no later than the end of the month in which the unit member's anniversary date falls. This includes members completing their first year of service.

9.4.2 Special Evaluation

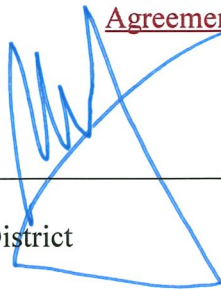
Special evaluation reports may be made when such are deemed necessary by the assigned supervisor, manager or employee. Special evaluations may not be made in lieu of annual evaluations. For employees who have completed their probationary period a special evaluation may be made only when the annual evaluation for the previous year was completed in a timely manner, or by mutual agreement between the employee and the District. For probationary employees' special evaluations may be made in accordance with this Agreement (See Sections 9.2.2.1 and 9.5.3.1.)

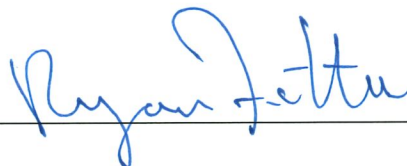
For the District

Date

For the Union

Date



 8-8-22