

Summary of TA between District and SEIU 1021 March 24, 2020

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

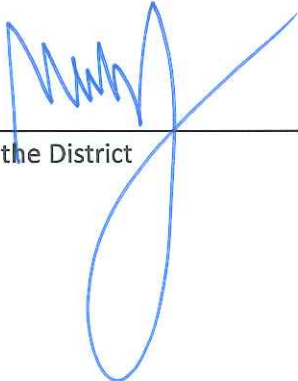
1. Term- Three years July 1, 2019 – June 30, 2022
2. Article 15 Compensation-
 - a. Annual Increases
Effective July 1, 2019, a five percent (5%) across the board salary increase will be provided to all bargaining unit members.

Effective July 1, 2020, a two percent (2%) across the board salary increase will be provided to all bargaining unit members.

Effective July 1, 2021, a two percent (2%) across the board salary increase will be provided to all bargaining unit members.

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.
 - b. Longevity Pay –See attached proposed dated March 24, 2020
3. Article 2 Recognition- TA dated 12/12/19
4. Article 3 No Discrimination/Anti-Bullying- TA dated 9/27/19
5. Article 4 Union Rights- See attached TA dated 3/24/20
6. Article 5 Organization Security- TA dated July 31, 2019
7. Article 6 Labor Management Relations Committee- TA dated 11/14/18
8. Article 9 Evaluation Procedures- TA dated 3/24/20 see also Side Letter of Agreement regarding transition
9. Article 10 Personnel Files- TA dated 1/30/19.
10. Article 11 Hours and Overtime- TA dated 2/13/19.
11. Article 12 Transfers and Vacancies- TA dated 12/18/19

12. Article 13 Layoff- TA dated 12/18/19
13. Article 16 Benefits- TA dated 12/18/19
14. Article 17 Leaves- TA dated 12/18/19
15. Article 18 Holidays- TA dated 8/31/19
16. TAs- Any TAs are incorporated into this package.
17. Other Language and Other Proposals- Any language not changed by this package shall remain status quo. Proposals not contained in this package are withdrawn.
18. Updating the Agreement- Shall be done by mutual agreement.


_____ 3.24.20
For the District date

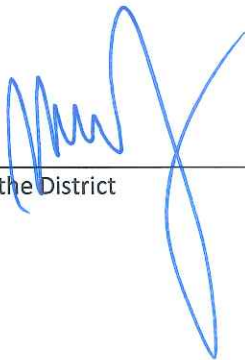

_____ 3/24/20
For the Union date

**District Proposal to SEIU
March 24, 2020**

Article 15.10

Effective July 1, 2020, this longevity schedule replaces the prior longevity schedule. This new longevity schedule is not retroactive:

- a. At the beginning of the 8th year of continuous employment with the district, members shall be eligible for a longevity increase of 1.5 %.
- b. At the beginning of the 10th year of continuous employment with the district, members shall be eligible for a longevity increase of 1.5 %.
- c. At the beginning of the 12th year of continuous employment with the district, members shall be eligible for a longevity increase of 1.5 %.
- d. At the beginning of the 14th year of continuous employment with the district, members shall be eligible for a longevity increase of 1.5 %.
- e. At the beginning of the 16th year of continuous employment with the district, members shall be eligible for a longevity increase of 1.5 %.
- f. At the beginning of the 18th year of continuous employment with the district, members shall be eligible for a longevity increase of 1.5 %.
- g. At the beginning of the 20th year of continuous employment with the district, members shall be eligible for a longevity increase of 1.5 %.
- h. At the beginning of the 22nd year of continuous employment with the district, members shall be eligible for a longevity increase of 1.5 %.
- i. At the beginning of the 24th year of continuous employment with the district, members shall be eligible for a longevity increase of 2.0 %.



For the District

3.24.20
date

 3/24/20

For the Union

date

D.O. 12/18/19
2:30pm

**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

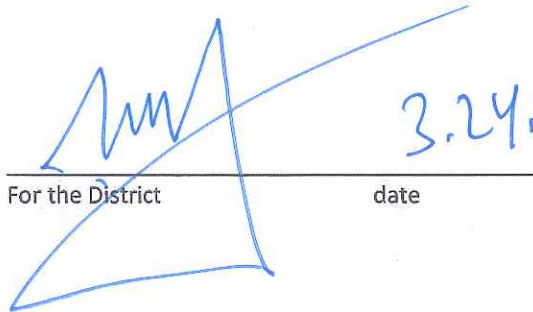
ARTICLE 2 RECOGNITION

2.1 Exclusive Representative

The District recognizes the Union as the exclusive representative for those members of the Classified Service as enumerated in [Appendix A](#), which will be updated as needed.

2.2 Restrictions on Contracting

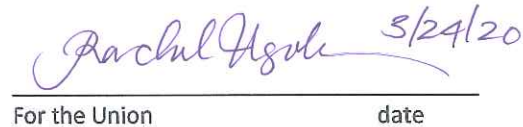
The District will not contract out work, if doing so would cause a displacement of a bargaining unit member. The term "displacement" includes: layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and reduction of hours. Displacement does not include changes in shift, days off, reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the District. Student workers shall not be assigned to perform exclusive bargaining unit work. A student holding a student worker position shall not permanently or temporarily fill a vacant bargaining unit position. Nothing in this section restricts or prohibits students and student workers from applying for and being hired into bargaining unit positions.



For the District

3.24.20

date



For the Union

5/24/20

date

D.O.
12/18/19
2:32pm

**Tentative Agreement between Chabot LasPositas CCD and SEIU Local 1021
December 18, 2019**

New Section 4.9

A. 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 ~~their immediate~~ a 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.

HR will determine whether a sufficient complaint has been filed and will be processed. A complaint is sufficiently filed if all items in 4(a) are fully provided.

B. 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 ~~immediate~~ 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 ~~immediate~~ supervisor, manager or administrator to discuss the issue(s) and attempt to reach a resolution within 10 work days of submitting the complaint.
3. If the meeting with the manager of the ~~immediate~~ 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 of Human Resources or designee to attempt to reach a resolution within 10 working days of the meeting in paragraph ~~12~~, above.
4. A complaint against an administrator at the Vice President level or higher should be filed directly with the Vice Chancellor of Human Resources or designee.

C. Resolution

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

1. The District sustained the complaint and corrective action was taken in which case that will communicate 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 all 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.

D. 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.

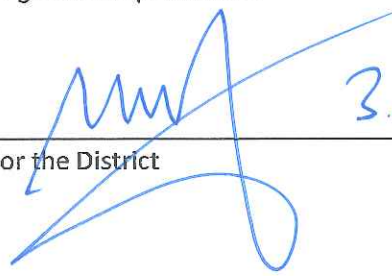
The decision made or action taken by the District will be deemed final and not subject to the grievance procedure. However, retaliation against an employee for filing a complaint under this procedure is prohibited and shall be addressed through appropriate means including other District complaint procedures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

For the District

date

For the Union

date

 3.24.20

 3/24/20

TA
March 24, 2020

Sections in this Article not changed shall remain status quo.

4.5 Release Time for Processing of Grievances

SEIU Local 1021 shall have the sole and exclusive right to receive organizational release time for the processing of grievances past Level I of the Grievance Procedure, [Article 8](#) herein, for unit members who are designated as Union representatives, subject to the following conditions:

- a. President and Vice Presidents shall be authorized on behalf of SEIU Local 1021 to designate persons who are eligible to receive this release time (designation to be updated by SEIU Local 1021 if any changes occur)
- b. twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor and the Vice Chancellor, Human Resources in order that an adequate substitute may be obtained, if such is necessary
- c. that such time off shall be primarily limited to representing unit members in conference with management personnel

4.6 Release Time for Business of Mutual Interest

The District will continue its current practice of providing reasonable release time for Union officers to conduct business of mutual interest to the Union and the District, subject to advance approval. Requests for approval shall be made through the Vice Chancellor, Human Resources.

4.7 Release Time for Union Business

When submitting requests for leave through the regular leave procedure for union business and designed delegates to SEIU Local 1021 conferences, the requests will be granted providing that the designated delegates submit the requests ten (10) working days prior to going to the conference so that a substitute may be brought in, if deemed necessary by the District. Up to ten (10) days release time per year shall be available for up to two (2) unit members designed to SEIU Local 1021 to attend District orientation meetings of new classified employees and as delegates to conferences. Additionally, up to twelve (12) days of release time per year shall be available for members designated by SEIU Local 1021 to conduct union business. In addition, the District agrees to provide release time to bargaining unit employees in accordance with the requirements of law including California Government Code Section 3558.8 and Education Code Section 88210.

4.8 Release Time for Participatory Activities

SEIU Local 1021 unit members may be provided with release time without loss of pay to

participate in committee and other participatory activities. Participatory activities include but are not limited to Classified Senate, college and district committees, and other meetings in which there is classified representation. Supervisors shall not discourage participation in committee work in general, however participation shall be subject to approval of the release time by the supervisor. The supervisor may deny release time based on the needs of the department.


Hiring Committees are generally conducted during the workday where a unit member appointed to serve on a hiring committee can participate on release time. Unit members who service on such committees outside of the regular workday shall be paid appropriately for their time (such as straight time, overtime or comp time.)

4.9 Chapter President Release Time

The District shall approve a pilot program for the term of this Agreement of .50 release time for the use of the Chapter President or Chapter VP designees as designated by the Chapter President for the purpose of conducting Union business. To the extent possible this release time shall be used instead of additional release time for classified representation under sections 4.5, 4.6, 4.7. The schedule for this release time shall be mutually agreed to between the released President or V.P. and the supervisor. 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.

4.108 Reorganization


In the event of a reorganization, the District will provide written notice to the SEIU Local 1021. The notice shall include details of the proposed changes including rationale for any proposed change(s) in the shift and/or workweek. SEIU Local 1021 and the District will meet and confer regarding proposed changes in the shifts and/or workweek.



For the District

3.24.20

date

 3/24/20

For the Union

date

Tentative Agreement between Chabot LasPositas CCD and SEIU Local 1021 December 18, 2019

ARTICLE 5 ORGANIZATIONAL SECURITY MEMBERSHIP AND DUES DEDUCTION

4.05.1 Payroll Deduction for Dues, ~~Service and Charity Fees~~

~~In accordance with the list provided by the Union, the District shall deduct from the pay of each employee in the bargaining unit from whom it receives an authorization form, the required amount for the payment of the Union dues or service fees and initiation fees. All employees in the classes covered by this Agreement shall as a condition of continuing employment with the District, and in the case of a newly hired employee, within thirty (30) calendar days of employment, become and remain a member in good standing in the Union (Appendix B) by the payment of dues or by executing a payroll deduction authorization form as furnished by the Union, or pay to the Union a service fee or executing a payroll deduction form; or in the case of a unit employee "who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations" (reference: Cal. Govt. Code §3546.3) he/she may petition the Union for exemption from paying either Union dues or services fees by so notifying the Union. Where a unit employee's petition for religious-based exemption from dues and service fees payments is granted, the employee shall pay a charity fee that shall be equal to the service fee. The charity fee shall be paid by the employee to one of the listed (see Section 5.6.3) non-religious, non-labor "501(c)(3)" tax-exempt charitable organizations.~~

4.05.2 Changes in Deduction

The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after each submission is received by the District from the Union notifying the District of the new, changed or discontinued deduction.

4.05.3 Changes in Dues ~~and/or Service Fees~~

The Union shall provide ~~the unit members and~~ the District with adequate and necessary data on any change to dues ~~and/or service fees~~ no less than forty-five (45) days prior to an effective date of any change. The District shall refer and direct to the Union all unit employees who approach the District opposing questions or attempting to make submissions regarding dues deductions ~~and/or service fees~~.

4.05.4 Dues Deduction

The District shall deduct dues from the wages of all workers in the bargaining unit in accordance with the direction provided by the Union, who are members of SEIU Local 1021 who have submitted a dues authorization form to the Union and District. A sample form is attached as Appendix B.

4.0 Service Fee

4.0.0 Procedures for Dues and Service Fees

Every employee in the bargaining unit who is not a member of SEIU Local 1021 and every employee who hereafter comes into the bargaining unit, shall, within thirty (30) days of his/her employment either apply for membership and execute an authorization for dues deduction on a designated form provided or authorize payment of a service fee. In the case of a service fee, an employee must authorize a payroll deduction on a designated form authorizing the District to deduct from his/her wages the amount specified by the Union as a service fee. (See Appendix B.) Service fees shall not exceed the cost of the membership dues.

4.0.0 Failure to Pay Dues or Service Fees

If an employee fails to pay dues or a service fee within the thirty (30) days specified, the District shall automatically commence a deduction for a service fee from the wages of that unit member upon notification from the Union to the District. The unit member shall be notified of the action (see Appendix B).

4.0 Religious Objectors

4.0.0 Definition

Notwithstanding any other provision of this article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations (reference: CA Govt. Code §3546.3) may petition the Union for exemption from paying either union dues or a service fee by filing an "Objection to Payment of Fees."

4.0.0 Qualifying

To qualify as a religious objector, the unit member must submit a notarized statement to SEIU Local 1021, signed by an official of a religious affiliation and certifying the person's membership in the religious body. Local 1021 shall make a determination as to the legitimacy of the claim, in accordance with applicable law.

4.0.0 Charity Fees

In lieu of dues or service fees, qualified religious objectors shall pay a charity fee. Such fee shall be equal to the service fee. It shall be forwarded to the individual choice of one of the following non-religious, non-labor, 501(c)(3) tax exempt charitable organizations:

Tri-Valley Haven for Women
P.O. Box 2190, Livermore, CA 94551 Telephone (925) 449-5845

Teens in Crisis 22612 Foothill Blvd., Suite 240, Hayward, CA 94541 Telephone (510) 728-4300

Chabot Las Positas Colleges Foundation
7600 Dublin Blvd, 3rd Floor, Dublin, CA 94568 Telephone (925) 485-5214

The above charities must qualify as 501(c)(3) charities. The Union shall assure itself quarterly that such payments to the charity have been made by the unit member.

4.0 New and Continuing Unit Members

New hires shall receive a copy of Appendix B upon hiring. ~~Check off authorization for Union dues, which were executed prior to the execution of this Agreement, shall remain in full force and effect. Checked off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions, shall be forwarded to the Union as soon as practicable, after such deductions were made.~~

4.0 Enforcement

~~The District, upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of this article, shall immediately notify said employee that service fee amounts shall be automatically deducted from his/her pay checks and paid to the Union, until such time as the employee instead offers to join the Union and pay dues to the Union. Upon submitting such notice to the employee, the Union shall be authorized to direct the District to commence deducting agency fees from the defaulting employee's paychecks.~~


4.05.5 Indemnification

The Union shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action, or portions thereof, arising due to pay deductions made in accordance with this Article ~~the organizational security provisions set forth herein.~~

4.0 Applicable Law

~~The parties acknowledge that the agency shop organization security arrangement described in this article is subject to subsequent changes, if any, arising in applicable law (e.g., rescission or elimination of compulsory agency fee), including decisional law. The parties will meet and confer over any impact to this section if changes are made to applicable law. Nothing in this article is intended to limit the rights of any employee under law, including but not limited to the California Educational Employment Relations Act. (Reference: Govt. Code §3540 et seq.).~~


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For the District

3.24.20

date



For the Union

3/24/20

date

**Tentative Agreement between Chabot LasPositas CCD
December 18, 2019**

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12/18/2019
2:35pm

ARTICLE 6 LABOR MANAGEMENT RELATIONS COMMITTEE

6.1 Makeup of Labor Management Relations Committee

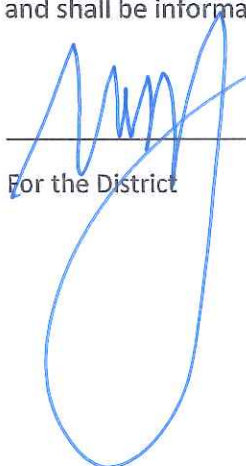
The District and the Union agree to the establishment of a Labor Management Relations Committee. The Union shall designate up to sixthree (63) persons to serve on the Committee and the District will designate up to sixthree (63) persons, one of which shall be the Vice Chancellor, Human Resources to serve on the Committee. The Union Field Representative may attend, but shall not be counted as one of the sixthree. The District may also have an additional representative who shall not be counted as one of the District's sixthree members. Additional people may be added by mutual agreement of the parties.

6.2 Purpose of Labor Management Relations Committee

The purpose of the Labor Management Relations committee is to facilitate the orderly administration of this contract.

6.3 Scheduling of Meetings

Committee meetings will be scheduled at the request of either party within ten (10) working days from the date of the request unless another mutually agreeable date beyond this ten (10) day window is mutually acceptable to both parties. The party requesting the meeting shall submit an agenda to the Vice Chancellor, Human Resources at the time the request for a meeting of the Committee is made but in any event at least three (3) working days prior to the meeting. The agenda shall contain sufficient detail to allow others serving on the Committee to understand the nature of the matter(s) to be discussed and/or resolved. Meetings shall be held at times agreeable to the parties. These meetings shall include matters covered by Government Code Section 3543.2 and shall be informational and exempt from the Grievance Procedure herein.



For the District

3.24.20

date

 3/24/20

For the Union

date

District Counter 03/24/20 ARTICLE 9 EVALUATION PROCEDURES

9.1 Responsibility for Evaluation

The first level supervisor or manager to whom a unit member is assigned by the Chancellor shall be responsible for the formal evaluation of each classified unit member under his/her supervision.

9.2 Probationary New Hire Unit Members

(For employees hired after Board ratification of this contract on November 13, 2001.)

9.2.1 Probationary period

New hire unit members shall serve a probationary period of nine months ~~one year~~, 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 at within the last five (5) calendar working days of the employee's three-month end of the third, fifth, and ninth eighth months of service 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 employmentterminated.

Any evaluation containing one or more needs improvement and/or unsatisfactory ratings shall include an objective 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 months to one 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 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 (12) 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

9.4.1 Annual Evaluation

Regular unit members shall be evaluated in writing annually no later than the end of the month in which~~by the first day of the month preceding~~ 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. 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.

9.4.3 Final Evaluation

~~A final evaluation report will be completed for each unit member who terminates with the District.~~

9.5 Promotional Probationary Period

9.5.1 Promotions

A unit member may be promoted to a higher classification within the bargaining unit as a result of an open competitive process. The new position will be known as the promotional position.

9.5.2 Probationary Period

Unit members promoted to a higher classification shall serve a promotional probationary period of no less than six (6) months in the promotional position beginning with the first day of service in the position. The period of any absence shall not be counted in satisfaction of the six (6) month service requirement, except time off for holidays, fully-paid sick leave, bereavement, family illness or jury leave.

9.5.3 Evaluation of Probationary Promotional Employees

9.5.3.1 Timing of Evaluations

An employee serving a promotional probationary period shall be evaluated at the end of the third and fifth months of service. Special evaluation reports may be made at other than the specified times when such are deemed necessary by the supervisor or designated manager.

9.5.3.2 Meets Expectations Performance

The written performance evaluation report completed at the end of the fifth month of service must indicate meets expectations in order for the unit member to successfully complete the probationary period and to achieve permanent status in the position.

9.5.3.3 Effect of Performance Below Meets Expectations

Should the rating at the end of the fifth month of service be less than Meets Expectations, the unit member may be terminated from his/her promotional position and reinstated to his/her prior position.

9.5.3.4 Extension of Probationary Promotional Period

As an alternative to termination of the probationary promotional period, the probationary period may be extended.

- (i) Any extension shall be for no more than a total of ninety (90) calendar days.
- (ii) Such extension may be made by action of the Chancellor or designee whenever an additional period is considered necessary to assess the ability of a unit member to perform assigned duties satisfactorily.
- (iii) The unit member shall be informed in writing of any extension and the

reasons therefore prior to the close of the regular probationary period, and the opportunity will be provided to be heard by the Chancellor or designee.

9.6 Evaluation Report

9.6.1 Written Evaluation

9.6.1.1 District Form

A written evaluation will be made on the prescribed District performance evaluation forms provided by the Office of Human Resources.

- (i) The form will be completed and signed by the evaluator and the unit member.
- (ii) A copy shall be given to the unit member at the time of the conference.
- (iii) The original shall be transmitted by the supervisor or manager to the next higher person in administrative channels for review and comments.

9.6.1.2 Self-Evaluation

The unit member has the option to prepare a written self-evaluation and submit to the assigned supervisor or manager prior to the written evaluation conference. The self-evaluation will be attached to the written evaluation.

9.6.2 Conference

Following completion of the evaluation report, the assigned supervisor or manager will hold a conference with the unit member to discuss the evaluation, including areas of commendation, unsatisfactory performance which requires improvement, and career plans and interest.

9.6.3 Personnel File

Following the review, the President or Vice Chancellor, or designee, shall sign both copies and transmit them to the Chief Human Resources Officer, for appropriate action and retention in the unit member's personnel file.

9.7 Right of Written Response

A unit member may submit a written response to any evaluation within ~~ten (10)~~**five (5)** working days from the date the evaluation was signed by the unit member. Said response shall be attached to the evaluation and filed therewith.

9.8 Right of Review

9.8.1 Request

A unit member who has reason to question a performance evaluation may request in writing, within ~~ten (10)~~~~five (5)~~ working days, a review of the evaluation and/or meeting with the President, Chancellor (for unit members assigned to District Services), or designee.

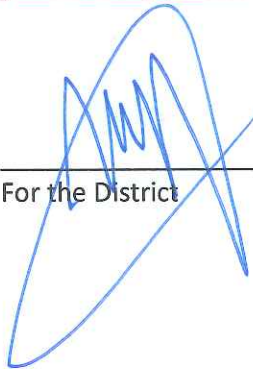
9.8.2 Response

The President, Chancellor or designee will respond within ten (10) working days of receipt of the request.

9.8.3 Process In Lieu Of Grievance Procedure

This review process shall serve in place of the regular grievance procedure.

9.8.4 Nothing in this Article changes the at-will nature of employment during the probationary period.



For the District

3.24.20

date

 3/24/20

For the Union

date

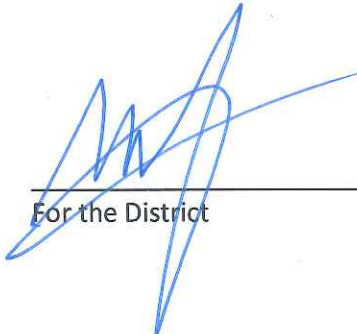
**Side Letter of Agreement
between
Chabot-Las Positas Community College District
and
SEIU Local 1021
March 24, 2020**

The parties agree to the following for the transition of current probationary employees from the old contract language on probationary periods contained in the Agreement dated July 1, 2014 through June 30, 2018 to the new current Agreement.

All employees hired on or after the date of ratification shall be subject to the new provisions of probationary employment.

Language for the Transition for Current Probationary employees:

Upon ratification, all members currently on probation who have received Meets Expectations or Exceeds Expectations evaluations will be transitioned to a 9-month probationary period. All members currently on probation who have received needs improvement or unsatisfactory evaluations on their most recent 3-month, 5-month or 9-month evaluation shall continue with a one-year probationary period.



For the District

3.24.20
date



For the Union

3/24/20
date

D.O. 12/18/2019
2:30pm

**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

ARTICLE 10 PERSONNEL RECORDS AND FILES

10.1 Retention of Personnel Files

Only the District's Office of Human Resources shall keep Personnel Files, as defined by the California Education Code. A Personnel File shall include two parts:

1. The Confidential Folder that contains ratings, reports, or records that:
 - a. were obtained prior to employment
 - b. were prepared by identifiable interview committee members before or after employment
 - c. were obtained in connection with a promotional examination A unit member cannot access this portion of the Personnel File.
2. The Employer Folder that contains application papers, evaluations, information of derogatory nature, and Board of Trustees employment letters. The unit member has access to this portion of the Personnel File.

10.2 Unit Member's Rights

10.2.1 Viewing Personnel File

Each unit member shall have a right upon presentation of official identification to request from the Office of Human Resources to review the contents of one's own Personnel File maintained in the District's Office of Human Resources.

10.2.2 Representation

A representative of the unit member's choosing may accompany the unit member in this review. The representative may review the file without the presence of the unit member as long as the representative has written authorization from the unit member to review the file and provides official identification.

10.2.3 Human Resources Presence

Any review of the Personnel File shall be made in the presence of the manager or a designee responsible for the safekeeping of this file.

10.2.4 Time for Reviewing Personnel File

This review shall take place at a time when the unit member is not required to render service to the District and during the normal working hours of the Office of Human Resources.

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10.2.5 Personnel Log Book

Each time a Personnel File is reviewed, the date, the identity of the person(s)'s file being reviewed, and the signature of the person opening the file shall be confidentially documented in the Personnel Log Book, with the exception of Office of Human Resources staff.

10.2.6 Placing Materials in Personnel File

The unit member shall have the right to place materials in his or her file which relate to evaluation. The materials shall be submitted to the Chief Human Resources Officer, who shall place the materials in the unit member's file.

10.3 Change in Personal Information

Each unit member will inform the Office of Human Resources within seventy-two (72) hours of any change in name or residence and telephone number. A Post Office box number will not be substituted where there is an existing street address. Each unit member shall have on record in the Office of Human Resources a telephone number where the person can be reached in an emergency.

10.4 Notice of Derogatory Information

Information of a derogatory nature, except material mentioned in [Article 10.1](#) above, shall not be entered or filed until a unit member is given notice, furnished a copy of the material, and given a period of fifteen (15) working days to review and respond in writing. Such response shall be attached to the file copy of the document.

10.5 Petition for Removal of Derogatory Information

Two (2) years after derogatory information has been placed in a unit member's official personnel file, the unit member may request it be removed from his or her personnel file. If approved by the College President (or Chancellor where appropriate) and the principal Human Resources Officer, or designee, the material will be removed. If the District denies the request, and if no further administrative action has been taken pursuant to the document(s) in question, then the unit member shall have the right to have the documents sealed. The District shall place the documents in a sealed confidential envelope within the personnel file if after two (2) years there have been no similar instances of conduct. The information in the envelope will not be accessible except under the direction of the Chancellor or the principal Human Resources Officer, or designee.

10.6 Medical Files

**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

The District shall maintain medical records separately from the personnel file in a confidential medical file. The bargaining unit member has the right to access this file in accordance with Section 10.2 of this Agreement.



For the District

3.24.20

date



For the Union

3/24/20

date

ARTICLE 11 HOURS AND OVERTIME [\(District Counter 2/13/19\)](#)

11.1 Full-time Workday

The full-time workday for regular unit members shall be eight (8) hours within any twenty-four (24)-hour period and a full workweek shall be five (5) consecutive days of eight (8) hours each within any seven (7)-day period.

11.1.1 Definition of Shift

Upon initial employment, the District shall establish the hours of assignment and workweek. Employees who have an established work shift with four (4) or more hours after 5:00 p.m. are designated as swing shift employees. Employees who have an established work shift with four (4) or more hours after 12:00 a.m. midnight are designated as graveyard shift employees.

11.1.2 Shift Differential

Effective January 1, 2015, for work performed on the graveyard shift by employees regularly assigned to the shift, the differential shall be three percent (3%). For work performed on the swing shift by employees regularly assigned to the shift, the differential shall be two percent (2%).

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.

11.1.3 Changes in Work Schedules

- a. Permanent changes in the workweek or in the work shift will be mutually agreed~~ment~~ upon, whenever possible. However, the District reserves the right to reassign a unit member to meet the needs of the District. The final decision will be based on seniority.
- b. Scheduled temporary changes of an employee's daily working hours which fall within their normal work shift, do not constitute a change in their workweek or their work shift.
- c. Temporary work schedules not to exceed three (3) months may be made by the immediate supervisor, with approval of the President or Vice Chancellor. Such temporary work schedules will be paid on the basis of a 40-hour workweek and shall not entitle unit members to overtime compensation unless assigned to work in excess of such temporary work schedule.

Such temporary work schedules longer than three (3) months will be mutually agreed upon, whenever possible. If beyond one (1) year, this shall become the unit member's permanent work schedule, if mutually agreed.

11.1.4 Security Officers

Security Officers whose regular work shift is rotated from day to grave shift shall be entitled to one (1) day of leave in order to enable them to have two (2) consecutive days off. In the event that any alteration of the current rotation practice occurs, the parties will meet to determine whether any alteration of this provision is required.

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

11.2 Overtime Compensation

11.2.1 Rate

Overtime compensation will be provided at the rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designated by the District and authorized in advance by management to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in paid status in any one workday or any time in excess of forty (40) hours in paid status in any calendar week. For exception see [Section 11.11](#).

11.2.2 Sundays

Sunday overtime for those unit members not regularly scheduled on Sunday will be paid at a rate equal to double the unit member's regular rate of pay.

11.2.3 Alternative Workweek

For unit members whose regularly assigned workweek is other than Monday through Friday, the sixth consecutive day shall be treated as a Saturday and the seventh consecutive day shall be treated as a Sunday for purposes of overtime calculation.

11.2.4 Compensatory Time

Compensatory time off may be offered as an alternative to paid overtime compensation. By mutual agreement, the supervisor and employee will determine whether the unit member may take compensatory time off or be paid at the regular overtime rate prior to assignment. All provisions regarding overtime in the current Agreement apply to compensatory time. All overtime work must be approved by the employee's supervisor prior to the assignment when applicable. The supervisor shall

make every reasonable effort to schedule employees for compensatory time off within twelve (12) months following the month in which the compensatory time was earned.

A maximum of forty (40) compensatory hours may be accumulated in a twelve (12) month period. Annual compensatory time accrual above forty (40) hours but not to exceed one hundred ~~and ten (100110)~~ hours may additionally be approved on a case-by-case basis by the College President, Chancellor or designee, and notification to the Chief Human Resources Officer or designee.

Compensatory time may not be carried beyond these twelve calendar months. Compensatory time not taken within twelve (12) months of being earned shall be paid at the overtime rate. Cash payment shall be made for hours in excess of the forty (40) compensatory overtime hours (or approved amount as reflected above) or upon layoff or termination of employment. The right of assignment as it relates to compensatory time and overtime is not grievable.

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) hours of work at the overtime pay rate, irrespective of the actual time less than that required to be worked.

11.4 Compensation on Sixth and Seventh Days

Notwithstanding Sections [11.1](#) and [11.2](#) of this Article, the work week for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required to be performed on the sixth and seventh days following the commencement of the workweek at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.

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 (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.

11.5.1.2 Lunch Period

The schedule for bargaining unit employees who work in the Performing Art 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.

11.6 Extension of Workday/Workweek

The above provisions shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the operations of the District.

11.7 Holiday Pay

When a unit member is required to work on any holiday, he/she shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of double the rate of pay for the hours worked. No additional day off will be granted when compensation is paid.

11.8 Reduction in Hours

Unit members whose positions will be reduced in hours shall be notified in writing no later than thirty (30) days prior to the effective date. The term "reduced" shall be construed to be any reduction whether total or partial. Any reduction shall occur in accordance with applicable Education Code Sections and shall be accomplished on the basis of seniority by classification.

11.9 Exemptions from Overtime

The duties of certain classes of positions are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board of Trustees, in accordance with Education Code Section 88026, exempts those classes listed below from overtime compensation for service in excess of eight (8) hours in the workday, but agrees that

hours worked in excess of forty (40) hours in a workweek, or hours worked on a holiday, will be compensated on an overtime basis. In addition, positions may be added to this list with a mutual agreement between SEIU Local 1021 and the District.

Custodian II Custodian Lead Intercollegiate Athletics Technician MIS

11.10 Alternate Work Schedule

Employees who work an alternate work schedule, 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 10 hours of any work day.

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.

11.11 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.

11.12 Change in Part-Time Assignment

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

11.13 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.

11.14 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 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 which is related to career advancement with the District may also be approved in accordance with this Section 11.14. 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.

For the District

date

3.24.20

For the Union

date

Rachel Ugala

3/24/20

D.O.
12/18/19
4:22pm

Tentative Agreement between the District and SEIU Local 1021 December 18, 2019

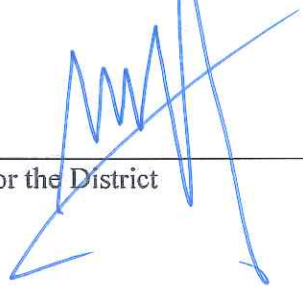
12.2 Voluntary Transfers

12.2.1 Requesting Voluntary Transfer

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

1. who self-identify as a lateral transfer in the application process
2. have passed their probationary period; and
3. have timely and properly applied for the open position

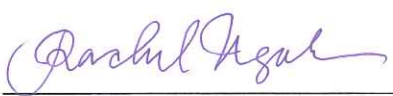
Shall be granted the opportunity to interview for the position. If the request is denied, the unit member may request of the Chancellor or designee a conference or a written statement regarding reason(s) for the denial of the transfer request. Such reason(s) shall not be subject to the grievance procedures included in this Agreement.



For the District

3.24.20

date



For the Union

3/24/20

date

D.O.
12/18/19
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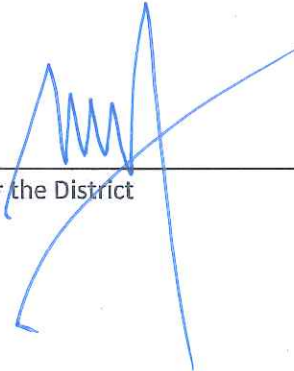
**Tentative Agreement between the District and SEIU Local 1021
December 18, 2019**

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 ~~thirty-sixty~~ (630) days before the effective day of layoff. When more than one (1) 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 day notice period.

For the District

date



3.24.20

For the Union

date



3/24/20

D.O.
12/18/19
4:18pm

**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

ARTICLE 16 EMPLOYEE BENEFITS

16.1 Benefits Provided

The District shall provide all eligible unit members and their dependents with medical, dental, and vision. The District shall also provide life insurance and long-term disability plans to all eligible unit members.

SEIU and the District agree to meet regarding cost containment of benefits.

In addition, the District shall provide a pre-tax salary deduction program (IRS-125 Plan) subject to IRS approval for the purpose of: Part One, paying for dependent care; Part Two, health plan premiums and Part Three, other approved health-related expenses. Subject to IRS approval, the maximum amount that an employee may have deducted for Part One is \$5,000 in the plan year, and Part Three shall be limited to \$3,000 for the plan year though the amounts shown are subject to change pursuant to the Health Care Reform Act of 2009. The District shall provide all unit members with a minimum thirty (30) day notice of the annual application deadline for these pre-tax salary deduction programs. This notice shall be provided via U.S. mail.

Medical Coverage: The District and SEIU Local 1021 agree to health and benefit plans effective October 1, 2012 that will be revised as follows:

1. **"High HMO" Coverage:** Defined as the coverage level provided to unit members in 2010-11 (copays \$5 for office visits, and \$5 generic/\$15 non-generic for prescription drugs) unless modified by agreement of the District and SEIU. Unit members will contribute the following amounts for this level of coverage, ~~up through and including academic year 2015-2016, in the amounts shown below:~~

Note: If no generic drug is available the unit member has to pay the brand drug rate.

Monthly Premium Contributions for Kaiser "High HMO"
~~Premium Contributions for 2012-13 begin January 1, 2012*~~
Copays: Doctor Visits: \$5; and Rx: \$5 Generic/\$15 Brand

Coverage	2012-13*	2013-14	2014-15	20196-202216
EE	\$30	\$40	\$50	\$50
EE + 1	\$60	\$80	\$100	\$100
Family	\$90	\$120	\$150	\$150

**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

**Monthly Premium Contributions for Anthem Blue Cross
"High HMO"**

*Copays and Premium Contributions for 2012-13 begin January 1, 2012**

Copays increment in years 2013 and 2014

2012-13: Office Visits: \$5 and Rx: \$5 Generic/\$15 Brand

2013-14: Office Visits: \$10; and Rx: \$10 Generic/\$20 Brand

2014-15: Office Visits: \$15 and Rx: \$15 Generic/\$25 Brand

2015-16: Office Visits: \$15 and Rx: \$15 Generic/\$25 Brand

Coverage	2012-13*	2013-14	2014-15	2015-202216
EE	\$60	\$70	\$85	\$85
EE + 1	\$120	\$140	\$170	\$170
Family	\$180	\$210	\$255	\$255

For Anthem Blue Cross "High HMO" coverage, it is understood that the premium contributions in years 2013-14 and 2014-15 are predicated on raising copays for doctor visits and prescription drugs in increments not to exceed \$5 per year.

2. "Low HMO" Coverage: The District shall also offer unit members an alternate HMO plan for the carriers shown above. Premium contributions shall be no more than sixty percent (60%) of the amounts shown in Section 1, above, for each carrier; however the plans will carry greater copays for doctor visits and prescription drugs. ~~Basic characteristics of the plans are shown below for 2012. The District and SEIU shall jointly select HMO plans to satisfy this provision for 2013-14 and 2014-15. The plan coverage will be as shown below, unless otherwise negotiated by the District and SEIU.~~

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Target Monthly Premium Contributions for Kaiser "Low HMO"

*Copays for 2012-13 begin January 1, 2012**

Copays Expected: Office Visits: \$20; Rx: \$10 Generic/\$20 Brand

Coverage	2012-13*	2013-14	2014-15	2015-202216
EE	\$0	\$10	\$20	\$20
EE + 1	\$0	\$20	\$40	\$40
Family	\$0	\$30	\$60	\$60

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Target Monthly Premium Contributions for Anthem "Low HMO"

*Copays and Premium Contributions for 2012-13 begin January 1, 2012**

Anthem "Low HMO" is initially the "Value HMO" offered to administrators

Office Visits: \$30 Primary Care/\$40 Specialist

Prescription Drugs: initially \$5 Generic/\$15 Brand

Coverage	2012-13*	2013-14	2014-15	2015-202216
EE	\$30	\$40	\$50	\$50
EE + 1	\$60	\$80	\$100	\$100
Family	\$90	\$120	\$150	\$150

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**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

When selecting the "Kaiser Low HMO" plan in future years, the District and SEIU will generally consider a plan with zero cost to unit members, amongst other options. When selecting the "Anthem Low HMO" plan in future years, the District and SEIU will generally consider a plan for which the cost to unit members is roughly equal to that of the "Kaiser High HMO" plan.

3. **Anthem PPO Coverage:** This District shall continue to offer the Anthem Blue Cross PPO. The copays and deductibles for this plan shall be commensurate with those in effect in 2010-11. The unit member selecting this plan shall contribute an amount equal to the difference between the PPO premium, and the full Anthem "High HMO" premium.
4. **Dental and Vision Coverage:** The District shall continue to pay the premiums for dental and vision plans for eligible unit members, providing coverage commensurate to the plans in effect during Academic Year 2010-11. Notwithstanding, the District will offer an enhanced dental plan with a higher cap on annual benefits, with the understanding that the unit member selecting that plan will pay the additional cost in premiums.

16.2 Eligibility Requirements

Unit members will be eligible for group health and life insurance, providing said eligible unit members are deemed eligible pursuant to the terms and conditions of the policy or plan.

16.2.1 Period of Coverage and Payment of Premiums

16.2.1.1 Full-Time Unit Members

Full-time unit members who are employed nine (9) or more consecutive calendar months in the school year shall be entitled to these benefits for the entire year, with the premium cost paid by the District.

16.2.1.2 Part-Time Unit Members

Unit members who are employed half-time or more for a period of nine (9) or more consecutive calendar months in the school year may choose to accept one or more of these benefits and shall only be entitled to the percentage of District contribution for the plan in which they are enrolled in the same ratio as their actual service assignment bears to a full-time assignment, the unit member share to be paid in advance by personal payroll deduction.

- 16.2.1.3 Should the eligible full-time unit member choose not to accept or participate in any medical plan or benefit identified in [Section 16.1](#) above, ~~in accordance with the law~~, the District shall offer the unit member a ~~\$400.00 per month in lieu of medical benefits, 275.00 tax-sheltered annuity (TSA) per month, subject to IRS approval. (See Appendix H - Tax Sheltered Annuity Form: TSA Instead of Medical Benefits.)~~

**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

16.2.1.4 Leaves and Separation from Service

A COBRA option shall be made available to any full-time or part-time unit member who is covered, at the time his/her eligibility for such benefits is temporarily or permanently discontinued.

16.2.2 Other Provisions

16.2.2.1 Unit members who are granted leaves of absence without pay in excess of thirty (30) calendar days in any school year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of such leaves of absence. Such unit members, however, may continue their enrollment in existing group insurance plans at the unit members' own expense. Leaves in excess of thirty (30) days must be taken in one continuous period and may not be interspersed with vacation or other paid leave in order to avoid paying for continued health benefits. If the leave of absence without pay reduces a unit member's time assignment to less than full-time, but equal to or greater than fifty percent (50%) of a similar or related full-time position, employee shall only be entitled to the percentage of District contribution in accordance with the ratio established above.

16.2.2.2 Group insurance benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Except as provided in Article 16 Employee Benefits, Section 16.2.2.1 group insurance benefits for unit members whose service ends during or at the end of the school year or who are granted leave of absence without pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the leave of absence begins.

16.2.2.3 Unit members employed prior to July 1, 1972, who were employed half-time or more and for a period of at least three (3) consecutive calendar months in the school year shall continue to receive those group insurance benefits as of record on June 30, 1972, with the same degree of District participation in premium costs provided in [Section 16.1](#) above.

16.2.2.4 Domestic Partners

- (i) Domestic partners (not including dependents of the partner) shall receive health, dental, and vision benefits.
- (ii) Documentation Domestic partners shall prepare an affidavit of proof for the District. Unit members who marry in the future shall similarly provide a copy of a marriage certificate.

**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

16.3 Group Medical Insurance for Retirees

(For bargaining unit members hired before July 1, 1984 only)

16.3.1 The District will continue to pay the cost of the District's group medical insurance plan(s) (including the PPO plan), notwithstanding that active unit members may pay a share of the premiums for similar plans, for each unit member and spouse following retirement of the unit member, provided that the unit member has rendered full-time service (100% assignment) to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

Full-Time Service	Age at Retirement
15 Years	55 Years
14 Years	56 Years
13 Years	57 Years
12 Years	58 Years
11 Years	59 Years
10 Years	60 Years

The unit member is responsible for any costs associated with deductibles or co-payments.

A District-approved leave of absence to a maximum of one school year within the past five years shall be computed as fulfilling one year of full-time required service, so far as this leave was granted in one Board action. The unit member shall be covered by the medical plan at the time of his/her retirement.

16.3.2 A "retired" unit member shall be defined as one who has retired from service and who is eligible for or is receiving a retirement allowance from the Public Employees' Retirement System or the State Teachers' Retirement System.

16.3.3 An eligible unit member or eligible retired unit member hired before April 1, 1984, has a vested right to deferred compensation in the form of premium-free, retirement medical benefits will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse may continue group coverage at his/her own expense and with advance payments as determined by the District.

16.3.4 When two (2) District employees who are married retire, the District will pay the cost of only one medical insurance plan, to continue during their lifetimes. Should one or both employees be required to make a co-payment, this co-payment shall be the lesser of the two. If one is deceased, then the spouse can continue the District insurance plan based on his/her own earned rights for insurance.

16.3.5 The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse.

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16.3.6 The District medical plan will be limited to the coverage provided for active unit members. Medical insurance plans can be changed from one company to another by the retiree under age sixty-five (65) years once during the annual enrollment period established in the District. Changes between companies for retirees who are sixty-five (65) years and older will be subject to the policies in effect at that time by the insurance companies providing medical coverage.

16.3.7 Effective January 1, 1998, the following process shall be covered: District coverage limits

16.3.7.1 When an eligible unit member notifies the District of his/her intent to retire, the district will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible for continuance under any special requirements which are part of that plan.

16.3.7.2 When a retired unit member or spouse who has been determined to be Medicare eligible reaches the age of sixty-five (65), it is understood that they must enroll in both Medicare Parts A, B and D during his/her initial enrollment period as specified by the Social Security Administration. To be eligible for the District paid Medicare Risk HMO or the Medicare Supplement (PPO), the retiree's spouse must enroll in the District program at the time of enrollment in Medicare Parts A, B and D. The District will cover the cost of Part B and D, either directly or via monthly reimbursement, as appropriate. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility.

16.3.7.3 It is understood that if in some future year, any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District's obligation does not include maintenance of a particular coverage that was available when the retiree left the District.

16.3.8 Out-of-Country Retirement Medical Coverage for Eligible Retirees
(This section only applies to unit members hired prior to July 1, 1984)

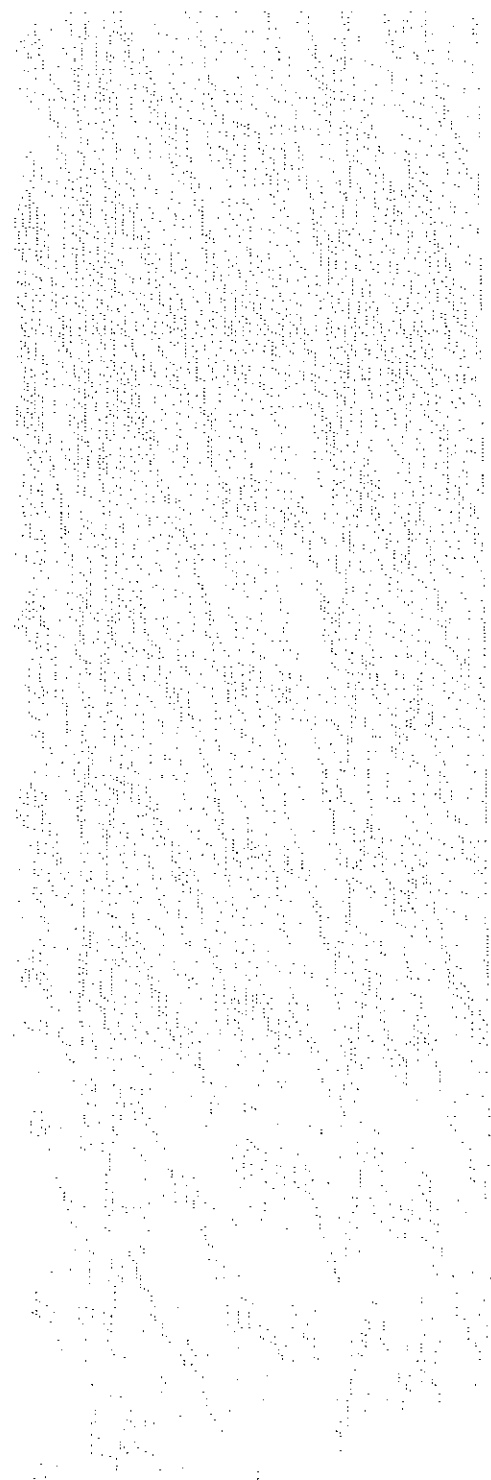
16.3.8.1 Election and Conditions

16.3.8.1.1 This option may be elected solely at the discretion of the retiree. It is available to all eligible current and former retirees any time they permanently move outside the U.S. where no current District retiree medical coverage exists.

16.3.8.1.2 The retiree must state in writing to the District that

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permanent residence is being taken outside the country at
least sixty (60) days before the move occurs.



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16.3.8.1.3 It is the retiree's sole responsibility to arrange for a personal (plus spouse) medical coverage policy with a foreign carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree.

16.3.8.1.4 A contract for the medical coverage must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one year.

16.3.8.1.5 The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability (IRS or otherwise). IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.

16.3.8.1.6 District Responsibility

The District will pay to the retiree's foreign medical carrier a monthly amount up to the maximum monthly amount that is paid to a carrier for the working members of the bargaining unit at the time the coverage is initiated.

16.3.8.1.7 If the cost of the foreign medical coverage contract is not stated in U.S. currency, the monthly premium to be paid by the District shall be calculated based upon the foreign exchange rate on the day of receipt of the contract at the District Office. This fixed monthly payment shall be made by check directly to the foreign policy carrier on a monthly or quarterly basis (at the District's discretion) in U.S. funds and will not change for the duration of the one-year contract.

16.3.8.1.8 Retiree's Responsibility

The retiree will be responsible for any exchange rate fluctuations and will have to personally pay the difference between the exchanged funds received by the foreign carrier from the District and the cost of the policy.

16.3.8.1.9 The retiree must notify the District in writing each quarter that he/she is in need of continuing medical coverage. Failure to provide such notification will cause the District to withhold payment to the foreign policy carrier until such notice is received.

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16.3.8.1.10 If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in Sections 16.3.8.1.1-16.3.8.1.9 must be satisfied under the new coverage policy before the change can occur. Changes can only be made during open enrollment periods or when the existing policy is no longer available.

16.3.8.1.11 If the retiree wishes to return to the U.S. as a permanent resident, written notice of such intent must be received by the District. The retiree will be allowed back into the plan within thirty-one (31) days of losing their other coverage and choose among policies available to retirees under the conditions of the current contract with the bargaining unit.

16.3.8.1.12 Unit members employed on or after July 1, 1984 will not be eligible for coverage set forth in this section.

**16.4 Group Medical Insurance for Retirees Hired on or after July 1, 1984 through
December 31, 2012. For unit members hired after the date referenced above, see
Article 16.5**

16.4.1 Definition

A "retired" employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the Public Employees' Retirement System or the State Teachers' Retirement System.

16.4.2 Effective January 1, 1998 all eligible unit members employed on or after July 1, 1984, shall be able to participate in District group medical retirement benefits under the conditions stated in 16.4.3, 16.4.4 and 16.4.5, subject to the following understanding:

16.4.2.1 When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible under any special requirements which are part of that plan.

16.4.2.2 Both the District and the Union recognize that carriers, plans, and coverage's available to retirees may change in the future. Retirees will be allowed to continue enrollment in District plans that are available to active employees at any time in future years, subject to any restrictions imposed as stated in 16.4.2.1. It is understood that if in some future year, any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District's obligation does not include maintenance of a

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particular coverage that was available when the retiree left the District.

- 16.4.2.3** It is further understood that all retirees must meet the same conditions for continuous service before retirement as set forth in [Article 16.3.1](#) in order to qualify for District Group medical benefits, namely, that the employee has rendered full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

Full-Time Service	Age at Retirement
15 Years	55 Years
14 Years	56 Years
13 Years	57 Years
12 Years	58 Years
11 Years	59 Years
10 Years	60 Years

The unit member is responsible for any costs associated with deductibles or co-payments.

- 16.4.2.4** A District-approved leave of absence to a maximum of one (1) school year within the past five (5) years shall be computed as fulfilling one (1) year of full-time required service, so far as this leave was granted in one Board action.

16.4.3 Coverage for Eligible Retirees Under the Age of Sixty-Five

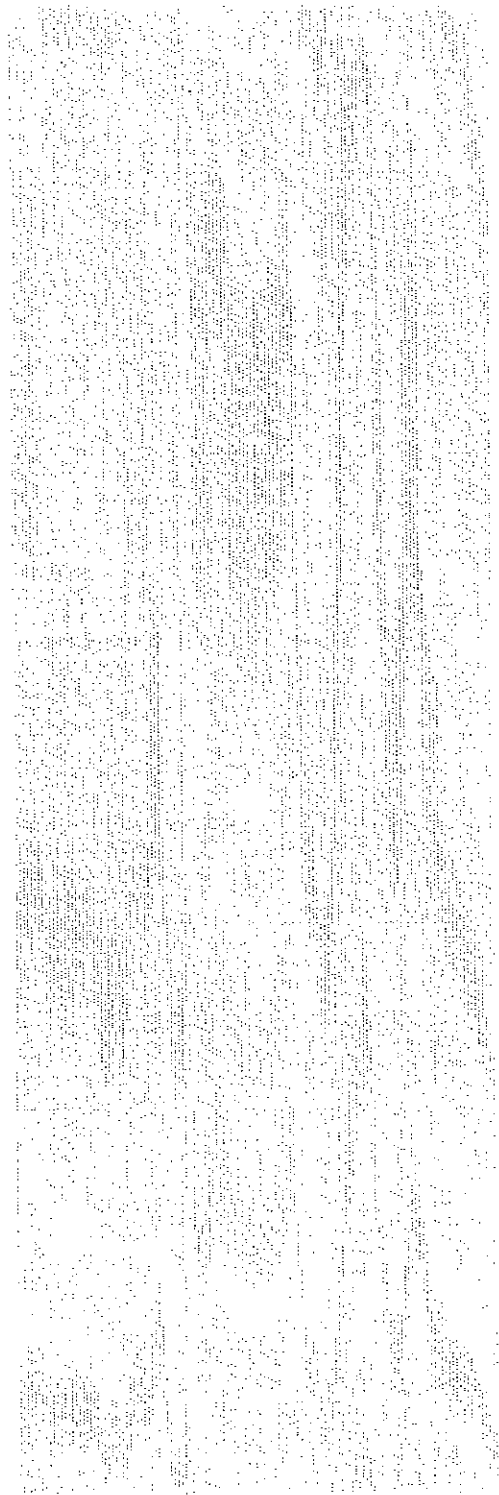
- 16.4.3.1** The District's premium payment for health benefits for a retiree under this section shall be limited to the cost of coverage equivalent to the most expensive Health Maintenance Organization (HMO) plan available to active employees during any particular year. The cost to the retiree is based on the retiree premium rate of the HMO plan in which the retiree is enrolled.

- 16.4.3.2** The District contribution toward group medical coverage for the retiree and spouse, until the affected retiree or spouse reaches age sixty-five or otherwise becomes eligible for Medicare Coverage, shall be limited to a percentage of the maximum health benefits contribution to premiums as cited above in 16.4.3.1. This percentage is determined from the table shown below.

This table, based upon years of service in the District and age at retirement, shows the percentage of the premium to be paid by the retiree. Beginning July 1, 2002, the retiree's co-payment shall continue at this percentage level until the retiree reaches age sixty (60) or age of retirement, whichever is later, at which time the premium cost to employee shall freeze and remain at that maximum amount and not be increased. Any required co-payments must be made in advance to the District in

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order for coverage to continue.



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		Schedule of Percentage Premium Contribution For HMO-level Coverage for Retirees Not Yet Eligible for Medicare																													
		Years of Service																													
		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30									
Age at Retirement	55	X	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0									
	56	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0									
	57	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0									
	58	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0									
	59	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0									
	60	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0									
	61	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0									
	62	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0									
	63	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0									
	64	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0									
	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									

The table is based on the following rule:

If the retiree's age plus years of service ≥ 85 , then his/her premium contribution is zero. Each decrease of one year in either age or years of service, increases the retiree's contribution by five percent (5%). If a retiree under this section enrolls in a plan that is costlier than the most expensive HMO (e.g. a PPO plan), he/she must pay the difference between the cost of the chosen plan and that of the most expensive HMO, in addition to the premium contribution for the most expensive HMO according to the matrix above.

Squares that show an X indicates that the retiree does not qualify for retirement medical coverage. (See [Section 16.4.3.3](#) below.)

Example: An employee retires at age 60 with 23 years of service. The retiree's premium contribution continues for HMO-level coverage is ten percent (10%) of the cost of said coverage. The contribution continues until age 65. At age 65, the retiree must enroll in Medicare Parts A, B, and D.

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16.4.4 Medical Coverage for Eligible Retirees Upon Reaching Age Sixty-Five

It is understood that Medicare regulations under Federal Law may change over time, and that these regulations take precedence over this agreement in case of conflicting language.

- 16.4.4.1 A retiree must enroll in Medicare Parts A, B, and D during his/her initial enrollment period as specified by the Social Security Administration. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility. The District shall cover the cost of Medicare Parts B and D either directly or via monthly reimbursement, as appropriate. In addition, the District will pay the full premium of the highest Medicare Risk HMO plan available, unless the retiree selects a lower cost plan, in which case the District will pay the full premium cost of the plan selected. The plans available shall be identical to the HMO plans available to active unit members; however, retirees under this section shall not be required to contribute a share of the premium cost. If the unit member selects a coverage level higher than the highest Medicare Risk HMO [e.g., Medicare Supplement (PPO)], the unit member must pay the difference.
- 16.4.4.2 If a retiree fails to enroll in Medicare Parts A, B, and D during the Medicare Initial Enrollment Period, as specified above, he/she forfeits all rights to participate in any District sponsored group plans.
- 16.4.4.3 Furthermore, upon reaching age sixty-five (65), the spouse of a retiree must also enroll in Medicare Parts A, B, and D during his/her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan.
- 16.4.4.4 If the spouse of a retiree fails to enroll in Medicare Parts A, B, and D during his/her Medicare Initial Enrollment Period, as specified above, he/she forfeits all rights to participate in any District sponsored group plans.
- 16.4.4.5 If the retiree or spouse enrolls in Medicare and the other is not yet eligible for Medicare, then the one who is not eligible can continue group coverage at the rates charged the retiree under 16.4.3.2 until the spouse reaches age 65 or otherwise becomes eligible for Medicare coverage.

16.4.5 Medical Coverage for Active Employees who are Age Sixty-Five or Older

Is subject to Federal Medicare Regulations and such unit members are advised to inform themselves about these regulations.

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16.4.6 Regular unit members who are absent because injury or illness, and who have (1) exhausted all paid leave, (2) are on leave of absence without pay, and (3) who are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.

16.4.7 Length of Benefit. An eligible retired unit member under [Section 16.4](#) has a vested right to deferred compensation in the form of retirement medical benefits that are premium-free up to the level of the most expensive Medicare Risk HMO that will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse may continue group coverage at his/her own expense and with advance payments as determined by the District, subject to the following:

16.4.7.1 Upon reaching age sixty-five (65), the spouse of a deceased retiree must also enroll in Medicare Parts A, B, and D during his or her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan at his/her own expense.

16.4.7.2 If the spouse of a deceased retiree fails to enroll in Medicare Parts A, B, and D during his/her Medicare Initial Enrollment Period, as specified above, he or she forfeits all rights to participate in any District-sponsored group plans.

16.4.7.3 Out of State/Local Area HMO Coverage for Eligible Retirees

Effective November 1, 2012, the District will offer additional options for eligible retirees under [Section 16.4](#) who are living out of state, or out of the local area. Such options will include Kaiser coverage (subject to availability in the retiree's local area) and possibly a "Limited PPO" style plan. If the retiree opts to enroll in such a plan, the District's contribution to the premium shall be limited to the cost of the most expensive Medicare risk HMO the District provides to retirees within the CLPCCD service area.

16.4.8 When two District employees retire who are married, the District will pay the cost of only one medical insurance plan, to continue during their lifetimes. Should one or both employees be required to contribute a share of premiums, this contribution shall be the lesser of the two. If one is deceased, then the spouse can continue the District insurance plan based on his/her own earned rights for insurance, or those earned rights of the deceased spouse whichever are greater.

16.4.9 Payment of Premiums for eligible dependents. The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than the spouse.

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16.4.10 Medical insurance plans can be changed from one company to another by the retiree once each year during the annual open enrollment period established by the District. Changes between health carriers for retirees will be subject to the policies in effect at that time by the carriers providing medical coverage. See [Article 16.4.2.2](#). The parties agree to include selected out of District options.

16.4.11 Dental Coverage: The District shall offer retired eligible bargaining unit employees the opportunity to participate in the District's group dental plans. The retiree shall be responsible for the full cost of the premium.

16.5 Retiree Benefits for Employees Hired on or after January 1, 2013

16.5.1 Coverage Option for Retirees Under the Age of Sixty-five

A unit member hired on or after (January 1, 2013), who retires before reaching Medicare eligibility, may, at their option, participate in the District's group medical retirement benefits, by paying the full cost of premiums. It is understood that said premiums may be specially priced to the retiree's age class, and may be considerably more expensive than those paid for active employees.

16.5.2 Coverage Option After Enrolling in Medicare

After enrolling in Medicare, the retiree may, at their option, participate in the District's group medical retirement benefits, by paying the full cost of premiums.

16.5.3 Health Retirement Savings Plan/Health Reimbursement Account (HRA)

Effective January 1, 2013 the District shall establish a Health Retirement Savings Plan, or Health Reimbursement Account, or similar savings vehicle (here referred to as HRA) for unit member hired, for the purpose of funding the unit member's post-retirement health benefits.

It is understood that the future interest for this class of unit members shall be January 1, 2013. All unit members who are hired after January 1, 2013 shall be subject to the following HRA provisions:

- The District shall contribute \$200 monthly to the HRA of each unit member. The monies placed in each unit member's account will earn interest which will be credited to his/her account.
- In future years, the District and Service Employees International Union Local 1021 may agree to adjust the contribution amounts described above.

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- A Service Employees International Union Local 1021 member's rights to the money the District deposited in the HRA shall vest in five (5) years from the permanent date of hire of the unit member.
- If a unit member works less than full-time hours (.5 FTE or more), then the District contribution shall be proportional to his/her FTE in the District.
- The District shall bear the full cost of administering the HRA and the separated employee shall bear the full cost of the distribution fee when a retired unit member accesses his/her share of the funds.
- If there is a forfeiture of the HRA, based on the unit member leaving District service before vesting, the monies which the District deposited on behalf of the unit member shall revert to the District for use in paying future contributions to eligible HRA members; and
- The Service Employees International Union Local 1021 and the District shall meet and negotiate over future changes in the Internal Revenue Service (IRS) regulations that may impact HRAs.

16.5.4 Dental and Vision Coverage

The District shall offer retired eligible employees the opportunity to participate in the District's group dental plans and vision plans, subject to plan provisions. The retiree shall be responsible for the full cost of the premiums.

16.6 Group Medical Insurance for Retirees Due to Disability

16.6.1 Coverage

The District will continue to pay the cost of a District group medical insurance plan for any unit member and spouse following retirement of the unit member from District service due to disability, provided that the unit member has attained the age of fifty (50) and has rendered ten (10) years' full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement.

16.6.2 Definition

A "disability-retired" unit member shall be defined as one who has involuntarily retired from service and resigned from the District due to disability and who is receiving a disability retirement allowance from the Public Employees' Retirement System or the State Teachers' Retirement System.

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16.6.3 Term

A disability retiree who meets the minimum service requirements of ten (10) years' full-time service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years at the time of retirement may continue to receive medical insurance coverage from the District if the unit member chooses to continue coverage and agrees to pay quarterly the full amount of premium due to the District in one (1) advance quarterly payment. If such premium payments are continued without break by the unit member until attainment of age fifty (50), the District shall contribute towards the payment of health benefits in accordance with [Section 16.4](#) above.

16.6.4 Benefits will continue during the life of the disability retiree. Upon the death of the retiree, the surviving spouse may continue Group coverage at his/her own expense and with advanced payments as determined by the District. If said retiree's spouse is employed by the District, in no instance will the District contribute more than the specified district contribution for one (1) medical plan covering unit member and spouse.

16.6.5 The disability-retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse, to be made by quarterly advance payments to the District.

16.6.6 Medical Eligibility

The District medical plans will be limited to the coverage provided for active unit members. The requirements cited in [Section 16.3.7](#), apply to unit members who were employed on or before July 1, 1984, who are planning to take disability retirement. The requirements cited in [Section 16.4.4](#), apply to unit members who were employed on or after July 1, 1984, who are planning to take disability retirement. Specific Medicare Regulations and protections apply to disability retirements and a unit member who is retiring under PERS or STRS disability provisions must consult the Social Security Administration for details.

Changes between companies for disability retirees will be subject to the policies in effect at the time by the insurance companies providing medical coverage. Also see [Section 16.4.2.2](#).

16.7 Fringe Benefits Upon Death of Unit Member

Upon the death of a unit member, the District will provide continuation of the benefits as specified in [Section 16.1](#) of this article for eligible dependents through the end of the month following one hundred and twenty (120) calendar days from the date of death of the unit member. Upon the death of a unit member, the surviving spouse or approved domestic partner may continue, at his/her own expense, the District's benefit programs with advance payments as determined by the District, and accepted by the insurance carrier. Also see

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Section 16.3.

16.8 Waiver of Rights by Retirees

Retirees who waive their rights to insurance benefits are ineligible for future reenrollment for benefits.

16.9 Change in Family Status Notification

It is the employee's and retiree's responsibility to notify the District of family status changes which may affect insurance coverage. Failure to notify the District of such changes shall cause the employee or retiree to be responsible for the cost of the insurance coverage for any period of time from the change thereafter.

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16.10 Health Benefits Committee

The District agrees to participate in a health benefits committee. The parties shall develop a side-letter of agreement regarding this committee following discussions with all interested parties on how it would work. The language of the side-letter shall be developed by mutual agreement.

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16.11 ACA Re-opener

During the term of this Agreement the parties agree to re-open on benefits if necessary to ensure compliance with the Affordable Care Act.

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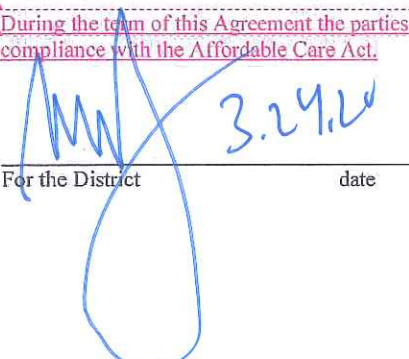
For the District

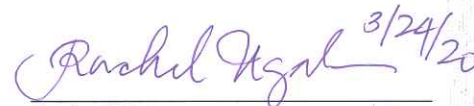
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For the Union

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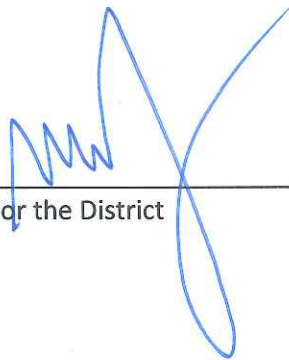
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3.29.20


3/29/20

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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 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.



For the District

3.24.20

date

 3/24/20

For the Union

date

D.O. 12/18/2019
2:37pm

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ARTICLE 18 HOLIDAYS

18.1 Regular Holidays

There are eleven paid regular holidays each year:

New Year's Day Dr. Martin Luther King, Jr. Day Lincoln Day Washington Day
Memorial Day 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.

18.2 Declared Holidays

Every day declared by the President or by the Governor of the State as a holiday, or any day declared by the Governing Board of the District under Education Code Section 79021 shall be a paid holiday for unit members.

18.3 Special Holidays

Three (3) special days will be granted: the Friday following Thanksgiving; one (1) day either preceding or following Christmas Day; and December 31.

18.4 Special Closure Holidays

Beginning December 2001 and continuing thereafter, special closure holidays will be granted between Christmas Eve day and New Year's day for any days not otherwise listed in Section 18.3.

Employees who work on a special closure day will receive a substitute days off as well as straight pay at the rate of time and one half for work requested by the District and actually performed on the special "closure" day.

18.5 Floating Holiday

Each member of the bargaining unit with permanent status shall be entitled to two (2) floating holidays per fiscal year. A unit member who wishes to utilize this annual holiday must inform his/her immediate supervisor at least three (3) days in advance. The holiday will be taken upon mutual consent of the unit member and supervisor.

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18.6 Eligibility and Payment for Holidays

18.6.1 Full-Time Employees

shall be entitled to holidays listed in Sections 18.1, 18.2, 18.3, 18.4.

18.6.1.1 The employee must be in paid status or on an approved vacation day for their assigned work day immediately preceding or succeeding the holiday.

18.6.1.2 Pay for holidays for all bargaining unit members shall be the same as that which the unit member would have received had he/she been in working status.

18.6.1.3 Should a holiday occur while a unit member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall not be deducted from his/her other paid leave of absence.

18.6.2 Less than Full-Time Employees

Unit members whose regular work week assignment is less than full time shall be entitled to the holidays specified hereinabove provided that the unit member is in paid status during the work week in which the holiday falls. Pay for holidays shall be pro-rata, based on the unit member's regular weekly assigned hours as they relate to a full-time work week. Said unit members shall reschedule or take as leave without pay any affected hours at a mutually agreeable time during the same pay period.

18.6.3 Employees Assigned for the Academic Year

Unit members assigned for the academic year shall be paid for the December and January holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

18.6.4 Employees with Non-Standard Workweek

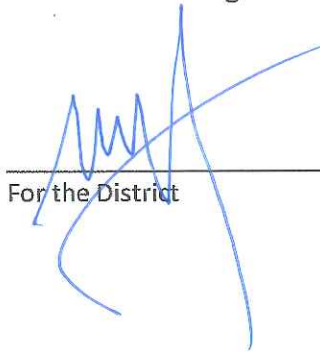
When a unit member works a work week other than Monday through Friday, including Saturday or Sunday, and as a result the unit member loses a holiday to which he/she would otherwise be entitled, the District shall provide a substitute holiday off with regular pay. Such substitute holiday shall be taken either during the week prior to the holiday, or the week following unless otherwise authorized by the Chancellor, President, Vice Chancellor, or designee.

18.6.5 Employees Required to Work on Holiday

When a unit member is required to work on any holiday, the person shall be paid compensation for such work, in addition to the regular pay received for the holiday, and at double the regular rate of pay for the hours worked. No additional day off will

**Tentative Agreement between Chabot Las-Positas CCD and SEIU Local 1021
December 18, 2019**

be granted when compensation is paid.



For the District

3.24.20.

date

 3/24/20

For the Union

date