

**2021 - 22 Tentative Agreement Between Contra Costa Community
College District and Public Employees Union, Local 1**

ARTICLE 14 - EVALUATIONS

14.3.3 Permanent Employees: Permanent employees having less than five (5) years of service shall be formally evaluated at least once annually, no later than during the month preceding their increment date anniversary, and may be evaluated more frequently for good cause upon proper notification. Permanent employees having more than five (5) years of service or more shall be evaluated at least once every three years, no later than during the month preceding their increment date anniversary, and may be evaluated more frequently for good cause upon proper notification. may be formally evaluated upon proper notice. Proper notice shall be defined as the employee receiving a written notice (at least 10 working days) from the District that the employee will be evaluated.

**ARTICLE 23 - ALTERNATIVE WORK WEEK SCHEDULES AND
WORKSITES PROGRAM (Remote Work)**

23.2 The District has established an Alternative Work Program ("Program") that allows an employee to voluntarily work their assigned workdays or a portion thereof remotely.

23.2.1. Participation in the Program must be approved by the employee's immediate supervisor or Department Manager.

23.2.2 Management and the participant shall create a schedule that conforms to the workdays and workweek as set forth in the CBA.

23.2.3 In order to maintain accountability and ensure work efficiency, management, and the participant shall develop a written work plan which contains metrics and deliverables for which the participant is responsible while participating in the Program.

23.2.4 When working remotely, participants must be accessible during their scheduled work times via the manner and technology designated by their supervisor, which may include email, laptop computer, video conferencing, remote phone, or mobile phones (including text and instant messaging if necessary).

23.2.5 Participant shall furnish and maintain a workstation and office supplies and equipment. Management will supply a single computer and any required specialized equipment or software.

23.2.6 Remote work sites will be required to be safe for the employee. Participants shall attest to the ergonomic safety of the worksite or have an ergonomic evaluation performed.

23.2.7. No District work, functions, or assignments shall suffer or become less productive because of an employee's participation in the Program.

23.2.8. To ensure uninterrupted service delivery and operational efficiency, the participating employee should make any necessary arrangements for scheduled and unscheduled meetings or events that might occur during the workweek.

23.2.9 Management will not unreasonably deny the employee's request. If denied, the manager shall provide justification for the denial to the employee. Any denied requests may be appealed to the next higher-level manager within 15 days. If the matter remains unresolved after the first level appeal, the employee may further appeal to District Human Resources within 15 days. Where any disputes remain after appeal, management retains the right to assign staff to meet district needs.

23.2.10 In the event it becomes necessary to suspend or alter the Program, every attempt shall be made to provide the participating employee with reasonable notice.

23.2.11 Remote work may be approved on a temporary basis for any day or week by agreement between the supervisor and employee. Remote work may be adjusted during any day or week to meet District emergency requirements. Remote work may be adjusted on a temporary basis, without an agreement, where seven (7) or more calendar days notice is given to the employee. It is agreed any such adjustment shall not be solely for the purpose of circumventing overtime provisions.

