

AGREEMENT

BETWEEN

SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER NO. 581

2006-07

2007-08

2008-09

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ARTICLE 1

AGREEMENT

- 1.1** This is an Agreement made and entered into this 5th day of June, 2007 by and between the Siskiyou Joint Community College District (hereinafter referred to as "District"), and Chapter No. 581 of the California School Employees Association (hereinafter referred to as "CSEA"). This Agreement is entered into pursuant to the provisions of the Rodda Act, California Government Code Sections 3540-3549.1.

ARTICLE 2
RECOGNITION

2.1 Inclusions

The Board hereby recognizes California School Employees Association, Chapter No. 581 as the exclusive and sole negotiations agent for a unit of classified employees recognized by Board Resolution on May 17, 1976, in the position classifications listed in Appendix A.

2.2 Exclusions

All management, supervisory, confidential, substitute, and short-term personnel are excluded from this bargaining unit.

2.3 Other Matters

2.3.1 Any changes in the classified bargaining unit described in Appendix A, shall be accomplished in accordance with the Public Employment Relations Board's regulation regarding unit modifications or by mutual agreement of the parties following collective bargaining negotiations.

2.3.2 CSEA shall be the exclusive representative for matters contained in Assembly Bill 1725 of 1989 (Shared Governance). Classified staff are represented by the Classified Senate on advisory groups and at the Board table to ensure they have an opportunity to make recommendations, promote communication, and present their opinions on appropriate matters. CSEA functions as the Classified Senate.

2.4 Volunteers

The District has an established policy of several years standing on the establishment of volunteer services in the college district (#5.1.5). It provides:

Policy Statement

The Board of Trustees will utilize volunteers for short-term specific assignments.

Policy Elements

- I. Volunteers shall be listed on the Personnel Employment/Termination list and approved by the Board of Trustees by name and position.
- II. Volunteers will not be considered part of the classified service.
- III. Volunteers are eligible for Workers' Compensation Insurance benefits as prescribed by law.

If volunteers approach the college with suggested projects they wish to provide, the volunteers may provide the service, so long as no subcontracting, layoff of unit members, or transfer out of unit work occurs as a result of the volunteer activity.

2.5 Contracting Out

A decision by the District based upon labor costs to contract out bargaining unit work shall be subject to meeting and negotiating.

ARTICLE 3
DEFINITIONS

- 3.1** "Anniversary Date" is July 1 for all bargaining unit employees.
- 3.2** "Class" is any group of positions sufficiently similar in duties; responsibilities and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 3.3** "Classification" is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have an appropriate designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
- 3.4** "Daily Rate of Pay" means the employee's hourly wage multiplied by the employee's daily work assignment in hours.
- 3.5** "Day" is any day when the District administrative offices are open for business.
- 3.6** "Employee" means any classified employee of the District whose assigned job classification and title is among those included in the recognized bargaining unit and is specifically included among those job titles contained in Appendix A of this Agreement.
- 3.7** "Hourly Rate" means hourly compensation, based on 173.33 hours per month of monthly salary.
- 3.8** "Paid Status" means any hours during which the employee is compensated by the District.
- 3.9** "Act" means California Government Code Sections 3540-3549.1 (Rodda Act).
- 3.10** "Reclassification" is the act of moving a position from one classification to another based upon an increase in tasks, and increased responsibility, knowledge, and/ or environmental risks.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1** It is understood and agreed that the District has all the legal and traditional, customary and usual rights, powers, functions and authority to discharge its obligations. All rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority are specifically abridged or modified by this Agreement or by law.

ARTICLE 5

CSEA RIGHTS

- 5.1** CSEA rights are as follows:
- 5.1.1** CSEA shall enjoy all rights, duties, and burdens provided in the Act.
 - 5.1.2** In addition, CSEA shall be supplied with a complete seniority roster of all bargaining unit employees on the effective date of the agreement and annually thereafter.
 - 5.1.3** The right to review bargaining unit employees' personnel files and any other records dealing with employees when accompanied by the employee, or upon presentation of written authorization signed by the employee.
 - 5.1.4** Any notification required by this Agreement or by law shall be made in writing and delivered by hand to the CSEA campus mailbox. In a like manner, any notices delivered to the District by CSEA shall be delivered to the Superintendent's Office or to his or her campus mailbox.
- 5.2** CSEA Chapter President shall provide the District Superintendent with a written list of official union officers, members of the Association negotiating team, and job stewards upon the beginning of each calendar year or when changes are made.
- 5.3** CSEA representatives shall have reasonable re-assigned time (time off without loss of compensation) to fulfill their duty of office, fair representation in representing unit members, negotiating with the District, and processing grievances pursuant to the Act.
- 5.3.1** **Negotiations Team:** CSEA will identify no more than 3 members for the Negotiating Team. Negotiating Team members shall receive reassigned time for negotiation sessions.
 - 5.3.2** **Job Stewards:** Members may be designated as stewards to represent bargaining unit members in the processing of grievances. Stewards shall confine informal meetings with employees to periods of time when neither employee is on duty.
 - 5.3.2.1** Each steward shall request re-assigned time, as far in advance of the need as possible, before leaving the workstation to perform CSEA business. In the event the immediate supervisor is not available for this decision, such request may be made to the Director, Human Resources, or designee. The District and CSEA recognize that effective resolution of unanticipated crisis situations may involve some interruption of District business.
 - 5.3.3** **CSEA Meetings:** Unit members shall receive reassigned time to attend one CSEA chapter meeting per month. This release time shall be limited to no more than one (1) hour per month and approved in advance in writing by the Superintendent.
 - 5.3.4** CSEA and the Director, Human Resources, agree to determine additional re-assigned time for authorized CSEA representative activities. Additional activities include but are not limited to: regular problem solving meetings with the Director, Human Resources; CSEA representatives to District Committees; delegates to CSEA's annual conference; and a CSEA representative to attend Board of Trustees meetings.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.1** A "grievance" is defined as any written complaint of a bargaining unit employee(s) involving an alleged violation, misapplication or misinterpretation of the specific provision of this Agreement. "Grievance" is also defined as any written complaint of the Association involving an alleged violation, misapplication or misinterpretation of the specific provision of this Agreement.
- 6.2** Any employee may present grievances relating to a contract dispute to his employer and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as adjustment is not inconsistent with the terms of this Agreement. When a grievant opts to present any grievance without CSEA intervention, CSEA shall be relieved from any further responsibility to provide the grievant with representation regarding the grievance. The employer shall not agree to the adjustment or resolution of the grievance until the exclusive representative or employee organization has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
- 6.3** Most grievances arise from misunderstanding or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The parties, therefore, agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, or loyalty or desirability to the organization. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interferences, coercion, discrimination, or reprisal.
- 6.4** Failure by the administration to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.
- 6.5** All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. A log shall be kept reflecting by signature, time, and date the use of the grievance file.
- 6.6** If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing may, upon reasonable notice, be released from regular duties.
- 6.7** When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the employer or its designee. Failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee. The employer may, but shall not be required to, give written notice of such termination to the employee.
- 6.8** Informal Resolution -- A bargaining unit employee who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The supervisor shall hold discussions and attempt to resolve the grievance. The employee shall have the right to CSEA representation, or other individual representation of his/her choice.

- 6.9** Formal Resolution -- Grievances will be processed in accordance with the following steps:
- Step 1:** If the grievance is not settled during the informal discussion and the employee wishes to continue the matter, the employee shall present the grievance in writing on the "Grievance Form," which shall be provided by the District, to the immediate supervisor within twenty (20) days after the oral decision by the supervisor. The supervisor shall respond in writing within five (5) days after the receipt of the grievance.
 - Step 2:** If the employee is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the supervising administrator, if any. Within five (5) days from the receipt of the grievance, the supervising administrator, if any, shall meet with the employee and his/her representative on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and to the grievant.
 - Step 3:** If the employee is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent. Within five (5) days from the receipt of the grievance, the Superintendent shall meet with the employee and his/her representative on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and to the grievant.
 - Step 4:** If the employee is not satisfied with the disposition of the grievance at Step 3, the grievant shall submit to CSEA a request for the grievance to proceed to mediation for attempted voluntary settlement. The parties shall request a mediator from the California State Mediation Conciliation Service to conduct the mediation. During the pendency of the mediation, the time limits of this Grievance Procedure shall be suspended.
 - Step 5:** If a grievance is not satisfactorily adjusted in mediation at Step 4, the grievant may request in writing that CSEA submit the grievance to arbitration. CSEA shall have the exclusive right to submit the decision to arbitration. If CSEA declines to submit the decision to arbitration, the grievant shall have exhausted his or her administrative remedies and is free to pursue other remedies that may be available.
 - Step 6:** If CSEA chooses to exercise its right to submit the grievance to arbitration, it shall file with the Office of the Superintendent a written request for arbitration by the grievant and an authorized representative of CSEA. The request of arbitration shall be filed within ten (10) working days following the date upon which the mediation effort ended.
 - Step 7:** Failure to file a request for arbitration within the time specified in Step 6 shall terminate the grievance.
 - Step 8:** The District and CSEA shall jointly request the California State Conciliation Service to submit a list of seven available arbitrators. Within five school days of the receipt of the list of arbitrators from the State Conciliation Service, the representatives of the District and CSEA shall alternately strike names from the list until only one name remains. That person shall serve as arbitrator. A toss of a coin shall determine which representative strikes the first name from the list.
 - Step 9:** The designated representatives shall immediately send a notice of selection to the chosen arbitrator, requesting an arbitration hearing as soon as possible. The notice of selection shall be accompanied by a copy of the Agreement and a copy of the notice of grievance.

Step 10: The arbitrator shall establish as early a hearing date as is practical; provided, however, that the arbitrator shall notify the grievant, the District representative and CSEA of the date, time, and place of the hearing at least ten working days in advance of the date set for the hearing.

Step 11: If the arbitrator fails to establish a hearing date that is within 90 calendar days of the date of his or her selection, either the District or CSEA may request the selection of a new arbitrator pursuant to Steps 8-10.

Arbitration Hearing

Step 1: It shall be the duty of the arbitrator to hold a hearing for the purpose of considering arguments and evidence submitted by parties to the grievance and forming a decision that will conclude the grievance.

Step 2: Except as otherwise provided herein, the voluntary labor arbitration rules of the American Arbitration Association shall govern the arbitration proceedings.

Step 3: Attendance at the hearing shall be limited to:

- a. The grievant and the grievant's representative, if any;
- b. The District representative approved by the District and the District representative's advisor, if any;
- c. A representative of CSEA, appointed by CSEA;
- d. The arbitrator;
- e. Witnesses, but only while giving evidence;
- f. A court reporter, if any.

Step 4: The grievant shall demonstrate that he or she was wronged by the Board's violation, misinterpretation or misapplication of specific provisions of the Agreement as alleged in the grievance.

Step 5: The arbitrator shall, as soon as possible after the conclusion of the hearing, prepare his or her report. The report shall consist of the arbitrator's detailed findings of fact and conclusions.

Step 6: The decision of the arbitrator shall be advisory.

Step 7: Each party shall bear the costs of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be shared equally by the District and CSEA.

6.10 Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step.

6.11 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step 2 by CSEA on behalf of, and with authorization of, all employees concerned. CSEA may also file a grievance on behalf of consenting bargaining unit members and/or on behalf of the full Chapter No. 581.

ARTICLE 7

LEAVES

7.1 Sick Leave

- 7.1.1** All regular employees shall be entitled to twelve (12) days or 96 hours of paid sick leave each year earned at the rate of one (1) day (8 hours) per full-time month of employment. Sick leave will be prorated on an hourly basis for employees whose assignments are less than full time.
- 7.1.2** Unused sick leave shall accrue from year to year.
- 7.1.3** An employee absent for more than five (5) consecutive working days may be required to present a physician's statement indicating the date the employee is expected to return to work.
- 7.1.4** At the beginning of each year, every regular employee shall receive a sick leave allotment credit equal to his/her leave entitlement for the year. An employee may use his/her credited sick leave at any time during the year.
- 7.1.5** An employee may use his/her credited sick leave at any time during the year for personal illness or injury or for personal medical appointments.
- 7.1.6** Upon exhaustion of other benefits provided herein and when applicable, additional extended unpaid sick leave may be granted by the Board for a Board approved unpaid sick leave of six (6) months. The Board of Trustees may renew the leave of absence for two additional periods each not to exceed six months. Under no circumstances will a combination of Board approved unpaid sick leave periods exceed 18 months.
- 7.1.7** Credit for leave need not be accrued prior to taking such leave. However, newly employed employees shall not be eligible to take more than six days or the proportionate amount to which entitled until after completion of six months of active District service.
- 7.1.8** When a unit member's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 7.1.9** When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the unit member for any month in which the absence occurs, shall not exceed the sum actually paid any substitute employee employed to fill the position during the absence.
- 7.1.10** All classified employees shall notify their supervisors of absences as soon as the need for the absence is known, but no later than their normal starting time.
- 7.1.11** A unit member who has been employed for a period of one calendar year or more as a classified employee by another public California school district and who accepts employment with College of the Siskiyous within one (1) year of termination with the former district, may have transferred all illness absence credit (sick leave) accumulated with the former district, unless the service in the former district was terminated for cause.

7.2 Industrial Leave

- 7.2.1** An employee shall be entitled, upon attainment of permanent employment status in the District, to sixty (60) days noncumulative industrial accident or illness leave per year.

- 7.2.2 When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 7.2.3 Industrial accident and illness leave shall be used in lieu of sick leave. Sick leave and other accumulated leave may be used when all industrial and accident leave has been exhausted.
- 7.2.4 An employee who exhausts such leave shall be entitled to use his/her sick leave benefits as provided in this Article. If the employee continues to receive workers' compensation while on sick leave, he/she may elect to use that portion of his/her sick leave which, when added to the temporary disability compensation, is equal to his/her regular monthly salary.
- 7.2.5 Payment for wages lost on any day shall not, when added to an award granted an employee under worker's compensation laws, exceed the normal wage for the day.
- 7.2.6 Industrial accident or illness leave may be reduced by one (1) day for each day of authorized absence regardless of compensation made under worker's compensation.
- 7.2.7 Any employee receiving benefits as a result of this Article may travel outside the State of California during period of injury or illness.
- 7.2.8 An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as he/she and his/her physician agree that there has been such recovery, and upon return shall be reinstated without loss of pay or benefits.
- 7.2.9 Industrial accident or illness leave as used in this Article means any injury or illness whose causes can be traced to the performance of services for the District.
- 7.2.10 The District's report of an industrial accident or illness shall be kept at the Human Resources Office. Periods of leave under this section shall not be considered a break in service. Notification from the attending physician that a work related injury or illness has occurred must be forwarded to the Human Resources Office within 24 hours of the first visit.
- 7.2.11 During all paid leaves of absence under this section, the employee shall endorse to the District wage loss benefit checks received under a workers' compensation award. The District in turn shall issue payment of wages or salary after normal deductions, including retirement and authorized contributions are made.
- 7.2.12 When all leaves, paid and unpaid, have been exhausted and if the employee is not able to return to his/her position, the employee shall be placed on a reemployment list for 39 months and shall be reemployed in a vacant position of the same classification when it becomes available unless a reemployment list exists based on seniority.

7.3 Maternity Leave

- 7.3.1 Employees of the District shall be provided leave of absence from duty when absence is caused from pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's medical advisor. Employees shall notify their immediate supervisor four (4) weeks in advance of the anticipated maternity leave, excepting emergency situations.
- 7.3.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health insurance or sick leave plan available in connection with employment by the District.

- 7.3.3** The employee shall provide the Human Resources office with a statement from the attending medical advisor verifying the need for such disability leave prior to the requested leave date. An extension of such leave must be supported by a statement of need by the attending medical advisor. The employee shall return to work following a statement of release by said medical advisor.
- 7.3.4** Leave will be with pay to the extent of the earned sick leave for which the individual has credit. The balance of the leave period shall be without pay.
- 7.3.5** A male employee shall be eligible for paid or unpaid leave of up to sixteen (16) days at the time of birth of his child. Leave shall initially be charged against Personal Necessity leave. If additional time is desired, it may be charged against accumulated earned vacation time, or earned compensatory time, whichever the employee chooses. If all leave balances have been exhausted, the employee may take the remainder of time up to the sixteen-day limit as unpaid leave.

7.4 Bereavement Leave

- 7.4.1** A unit member shall be granted necessary leave of absence not to exceed three (3) days or five (5) days if travel is in excess of a three hundred (300) mile radius from the unit member's primary worksite, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other Education Code, Articles of Agreement, or provided by the Governing Board of the District.
- 7.4.2** For purposes of this Article, "immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee, the spouse, or the domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, child, step-parents, step-children, step-brother, step-sister, brother-in-law, sister-in-law, of the employee or of the spouse or domestic partner of the employee, or any person living in the immediate household of the employee, spouse, or domestic partner.

7.5 Jury Duty

- 7.5.1** Employees shall be entitled to as many days of paid leave as necessary for appearances in response to service as a juror before any duly convened court of law or Grand Jury.
- 7.5.2** If the employee receives any juror's fee while on leave under this paragraph, such fees, except meals, lodging, mileage or parking fees, shall be remitted to the District.
- 7.5.3** A unit member who serves a full day of jury duty (six hours or more) is not required to report to work on that day (or evening, in case of evening shift unit members). If a unit member serves less than a full day of jury duty (less than six hours), the unit member shall report to work for an amount of time equal to the balance of the shift. Unless it is impractical to do so, a unit member is expected to report to work prior to jury duty.

7.6 Personal Necessity Leave

In any fiscal year, employees of the bargaining unit may use a maximum of 7 days (or 56 hours for 40 hour/12 month employees) of earned sick leave pursuant to Section 7.1 of this Article, for matters of personal necessity. Personal necessity shall be prorated based on their regular work assignment for less than 12 month/40 hour employees. Unused personal necessity leave entitlement shall not be accumulated from year to year.

- 7.6.1** For the purposes of this Section, "personal necessity" means:

- 7.6.1a.** Death of a member of the employee's immediate family as defined in Section 7.4.2 of this Article, when additional leave is required beyond that provided in Section 7.4.1 of this Article.
- 7.6.1b.** Accident or illness involving the employee's person or property, or the person or property of a member of his/her immediate family, as defined in Section 7.4.2 of this Article.
- 7.6.1c.** Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- 7.6.1d.** Absence for a father on the occasion of childbirth, and absence for mother and/or father to meet legal compliance for adoption.
- 7.6.1e.** Three of the seven days (or a total of 24 hours for 12 month/40 hour employees) will be available for personal necessity and may be used due to reasons of a personal nature, and will be referred to as "No Tell" days. No Tell hours for less than 12 month/40 hour employees shall be prorated based on their regular work assignment. The employee may maintain confidentiality by declining to state the nature of the personal necessity leave request. Advance notice to the supervisor is required, except in emergencies.
- 7.6.1f.** With prior approval, a unit member may exceed the maximum personal necessity leave noted in 7.6 and use their current and accumulated sick leave to attend to a serious illness or injury of a member of their immediate family, as defined in 7.4.2. The unit member must make a written request to the Director of Human Resources requesting to exceed their maximum number of personal necessity hours and provide documentation from a physician regarding the serious injury or illness.

7.7 Military Leave

Any employee shall be granted all rights to military leave as contained in law arising out of exercise of military duty. (Ref EC and Military Veterans Code.)

7.8 Miscellaneous Leave Provisions

- 7.8.1** No absence under any paid leave provision of this Article shall be considered a break in service for any employee in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.
- 7.8.2** Paid and unpaid leaves may be approved at the discretion of the Governing Board for reasons not specified under other leave provisions of this Agreement. Leaves up to one (1) year may be approved in separate six (6) month periods or in other appropriate periods, rather than for a continuous one (1) year period. Employees may request leave for training and study under this section.

7.9 Catastrophic Leave

- 7.9.1** Catastrophic Leave is a paid leave of absence due to a catastrophic illness or injury of the employee or the employee's spouse, parent, or child.
- 7.9.2** Catastrophic illness or injury is defined as a life threatening, verifiable, long-term illness or injury such as, but not limited to, cancer or heart attack which clearly disables an individual.

- 7.9.3** Employees who have successfully completed one (1) year in paid status and have exhausted all accrued sick leave, vacation leave, and compensatory time shall be eligible for Catastrophic Leave.
- 7.9.4** Requests for catastrophic leave must be made by or on behalf of the employee in writing to the Human Resources Office. The appropriate senior administrator will approve or deny the request.
- 7.9.5** Requests for catastrophic donations shall be made by the Director of Human Resources through a district-wide notice.
- 7.9.6** Employees may donate accrued vacation, compensatory leave, or sick leave in increments of whole hours, to a specific eligible employee. Donations of leave are irrevocable and will remain confidential.
- 7.9.7** Employees must have a vacation leave balance of at least 1 week's accumulated vacation leave, prorated for less than full-time employees, after donating vacation leave. Employees must have a sick leave balance of at least 1 year's accumulated sick leave, prorated for less than full-time employees, after donating sick leave. Employees may donate all of their accrued compensatory time.
- 7.9.8** Catastrophic Leave may initially be approved up to a maximum of one hundred seventy-five donated hours, or equal to one month of employee's current assignment; whichever is less. If the catastrophic illness or injury continues, an additional one hundred seventy-five hours, or equal to one month of the employee's current assignment, whichever is less, may be approved.
- 7.9.9** All employee leave balances for the donation and use of Catastrophic Leave will be adjusted. All time donated shall be credited on an hour-for-hour basis regardless of pay differentials between donating employee and recipient.
- 7.9.10** Catastrophic Leave shall not be used in conjunction with Workers' Compensation Leave.
- 7.9.11** While an employee is on Catastrophic Leave, using donated hours, the employee shall not accrue any vacation or sick leave.

In the event that any donated catastrophic leave time remains unused, that time shall be placed into a catastrophic leave bank, which shall be made available to other qualified employees pursuant to the terms of this Article.

7.10 Family and Medical Leave

- 7.10.1** Employees who have one year of continuous service are entitled to up to twelve weeks of unpaid leave of absence in a one-year period for:
 - 7.10.1a.** Birth of the employee's child or placement of a child with the employee for adoption or for foster care;
 - 7.10.1b.** To care for a parent, child, or spouse with a serious health condition, or;
 - 7.10.1c.** For the employee's own serious health condition, including pregnancy or prenatal care.

7.10.2 Employees who receive District-paid health insurance will continue to receive it during periods of leave. Eligibility for leave and requirements for advance notification to the District when a leave is necessary are controlled by the provisions of federal and state law. In the event of conflict between the controlling statutes and/or the provisions of this Agreement, the provision, which provides the greater benefit to the employee, shall prevail. The employee is required to use all accumulated paid leave available before unpaid leave begins, including medical leave if the leave is being requested due to the employee's own illness. If the employee fails to return from leave or fails to complete a period of employment following his/her return that is at least as long as the leave was, the District will require the employee to reimburse the District for the premiums that were paid.

ARTICLE 8
COMPENSATION

8.1 Salaries

- 8.1.1** Bargaining unit members shall be paid in accordance with the classified salary schedule, which is appended hereto as Appendix B.
- 8.1.2** The Professional Growth Award program is appended hereto as Appendix C.

8.2 Shift Differential

- 8.2.1** Employees whose workday extends into the evening will be paid a night shift differential as follows:
 - 8.2.1a.** Work assignment begins between 1 p.m. and 3 p.m. and ends after 5 p.m.; the employee's night shift differential is paid at 3 percent of 75 percent of the employee's regular salary.
 - 8.2.1b.** Work assignment begins at or after 3 p.m. and ends after 5 p.m.; the employee's night shift differential is paid at 3 percent of 100 percent of the employee's regular salary.
 - 8.2.1c.** When fifty percent (50%) or more of a unit member's weekly work assignment during any semester begins after 1 p.m., the unit member will receive a shift differential as indicated in 8.2.1.a or 8.2.1.b. Any employee whose weekly work assignment falls below 50% of 8.2.1.a or 8.2.1.b. will not receive a shift differential.
- 8.2.2** The night shift differential will remain in effect even though an employee is temporarily assigned to daytime hours during the summer, winter, or spring breaks. Employees whose work hours are changed for at least a semester to daytime hours will no longer receive the night-shift differential.
- 8.2.3** Custodian, Maintenance, Grounds Specialists assigned to the Residence Halls, as their primary work area shall receive shift differential as defined in Ed Code 88182 for performing duties of a distasteful nature. Shift differential shall be paid at 3 percent of 100% of the employee's regular salary.
- 8.2.4** When fifty percent (50%) or more of a unit members annual work assignment includes a Saturday and/or Sunday, the unit member shall receive a three percent (3%) shift differential for that portion of their assignment. Employees currently receiving shift differential for 8.2.1a, 8.2.1b, or 8.2.3 will not be entitled to weekend differential.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

9.1 General

All insurance programs (medical/dental/vision) are subject to carrier requirements for eligibility enrollment and processing of claims. It is agreed that any insurance provided is subject to the following:

9.1.1 Bargaining unit employees working 20 or more hours per week shall receive District-assisted health and welfare benefits as follows: medical, dental and vision coverage for the employee and qualified dependents. For employees who are currently enrolled in the District health plans, coverage will continue even though their assignment may be less than 50% of a full work load.

9.1.1a. Short-term and substitute employees as defined in Education Code Section 88003 will not be eligible for fringe benefits participation.

9.1.2 Insurance coverage is effective the first day of the month following employment.

9.1.3 The District shall not change the carrier/provider prior to a meeting with the Insurance Negotiations Committee.

9.2 Insurance Cap--General Parameters

The District provides a maximum dollar amount (cap) per month to assist in the payment of medical/dental/vision insurance for the employee and qualified dependents. The cap amount shall be negotiated annually. The Insurance Negotiations Committee shall meet by February 10th of each year to begin discussion regarding the cap for the upcoming fiscal year. If an agreement is not reached by July 1, the cap amount for the previous year will remain in place until an agreement is reached.

9.2.1 The cap shall not include the unfunded retiree liability amount that is set aside for every life covered under the medical insurance plan.

9.2.2 Health and welfare costs that exceed the negotiated cap amount will be shared equally by the District and those covered by the benefits 50% covered lives (active employees and board members 50% District).

9.2.3 Effective July 1, 2004, the maximum District contribution (the "cap") for such insurance benefits shall be \$958.33 per month (\$11,500 annually) per qualified employee. The maximum contribution stated above is a "cap" and in no way obligates the District, in the event of a reduction in the cost of the benefit or any other mutually agreed change in benefit, to refund or otherwise credit employees with any difference in cost.

9.3 Active Employee Contribution Above the Cap

Active employee contributions above the cap shall be based on a percent of the gross salary of July 1 for the employee's permanent position. Overtime, adjunct salary or additional stipend amounts shall not be included.

- 9.3.1** 2009-10 Fiscal Year: The employee contribution for active employees for the 2009-10 fiscal year will be 1% of the employees gross annual salary.

If there are years that an agreement on the employee contribution percentage is not ratified in time to include an adjustment in the employee's contribution in the July payroll, employees will be required to continue paying the current employee contribution percentage of their gross annual salary. Once a new employee contribution rate is established, that amount will be distributed over the remaining months in the fiscal year.

- 9.3.2** The District will offer unit members an IRS 125 plan as a vehicle for facilitating a pre-tax deduction of the employee's cap contribution.

- 9.3.3** Benefits Savings Fund Employee's cap contributions which exceed the amount needed to cover claims and administrative costs for the plan year will be set aside in a "Benefits Savings Fund" to assist with future employee costs. The Insurance Negotiations Committee will monitor and make recommendations on the use of these funds.

9.4 Continuation of Benefits

- 9.4.1** Bargaining unit employees on paid leave shall continue to receive insurance coverage as specified.

- 9.4.2** Employees in the Bargaining Unit who are assigned to a work year of less than twelve (12) months shall receive insurance coverage as specified in Article 9.1 above during the nonworking periods of each year.

- 9.4.3** Bargaining unit employees on unpaid leave extending beyond thirty (30) calendar days shall receive insurance coverage as specified.

- 9.4.4** Fringe benefits shall terminate upon resignation or termination of employment of any Bargaining Unit employee. Termination date is the last day of the month in which the resignation was effective.

9.5. Medical Benefits – Retired Employees

For bargaining unit employees hired before December 1, 1992, the district will provide at District expense medical coverage as provided herein for any retiree who meets the following conditions:

- 9.5.1** Retirees with 20 or more years of service to the District shall receive medical insurance from the date of retirement for the remainder of their lives.

- 9.5.2** Retirees with at least 10 years of service and less than 20 years of service to the District shall receive medical insurance from the date of retirement until the retiree reaches age 65.

9.6 Insurance Negotiations Committee

The Insurance Negotiations Committee shall continue to study health and welfare benefits cost containment and recommend ways to insure that the needs of both employees and the District are well served. The Committee membership shall include the faculty union's negotiation team, the classified union's negotiating team, representatives from the non-union classified employees, and members of the District's negotiation team. The Committee shall be chaired by the Superintendent/President and shall meet at least quarterly.

The District shall provide an annual report on insurance accounts to the Insurance Negotiation Committee.

9.6.1 Any reports of a non-confidential nature concerning self-funded insurance given to the Board of Trustees shall be shared with the Insurance Negotiations Committee.

9.7 Unfunded Retiree Liability

The amount the District sets aside for unfunded liability shall be accounted for and clearly delineated in the District's budget.

ARTICLE 10

REVIEW OF JOB DESCRIPTIONS AND SALARY SCHEDULES

10.1 Job Description Review

Any proposed revisions to job descriptions for classified bargaining unit positions will be reviewed and agreed to by the District and CSEA Negotiation Teams.

10.2 When a job description is revised, the proposed revisions will be reviewed with those within the classification being discussed.

10.3 Minor Changes to Job Descriptions

A bargaining unit employee or their supervisor may propose revisions to a job description. The proposed changes should be presented to the Director of Human Resources. If the changes are minor in nature and do not affect employees in other departments, the proposed revisions will be brought to the CSEA Negotiation team for consideration. Upon agreement of both the District and CSEA, the revisions will be incorporated into the job description.

10.4 Classification and Salary Study

The teams will work to keep job descriptions and appropriate compensation up to date. A classification and salary study of bargaining unit positions will be done every six years unless both parties agree that because adjustments have been made to classifications, job descriptions or salary for bargaining unit positions during the six year interim period that a study is not needed. Comparable positions and compensation used for this study will be Siskiyou County and several California Community Colleges, which are of similar size and located in areas of similar economic conditions.

ARTICLE 11

EMPLOYEE EVALUATIONS AND PERSONNEL FILES

11.1 Employee Evaluations

- 11.1.1 Permanent employees shall be formally evaluated at least annually by their immediate supervisor by May 10 for employees who work between 9.3 and 11 months or June 15 for employees who work between 11.5 and 12 months.
- 11.1.2 Attainment of permanent status shall follow successful completion of a twelve (12) month probationary period. While serving in probationary status, employees shall be formally evaluated at the end of three (3), seven (7) and eleven (11) months from the date of employment.
- 11.1.3 For permanent employees granted reclassification under Article 10, annual evaluation procedures shall apply.
- 11.1.4 A formal evaluation shall be reviewed and discussed by the evaluator with the employee.
- 11.1.5 Any rating by a supervisor of "below performance standard" shall also contain the specific reason in writing why so rated and shall include specific suggestions for meeting the standard of the position. When three (3) or more items are marked "below performance standard" on a formal evaluation, a special evaluation may be required at the end of two (2) months following the evaluation.
- 11.1.6 The person being evaluated and the evaluator shall sign the formal written evaluation.
- 11.1.7 A copy of the evaluation shall be given to the person being evaluated and the original shall be placed in his/her personnel file. The employee, within 10 working days of the evaluation meeting, shall have the right to respond in writing to any part of the evaluation. Such response shall be attached to the evaluation and placed in the personnel file.
- 11.1.8 All formal evaluations shall be in writing and on the District's form attached hereto as Appendix D.
- 11.1.9 Any employee who has reason to question any aspect of her/his performance evaluation has the right to request a review of the evaluation by the Human Resources Director. If the employee still questions the evaluation, the employee may request review by the administrator of that area, and if questions still remain, may request review by the Superintendent who will make final determination of the problem. The employee is entitled to CSEA representation at any time during the review process.

11.2 Personnel Files

- 11.2.1 The Human Resources Office shall establish and maintain locked file(s) for each classified employee. The file(s) shall be the official District repository for classified evaluation records. A locked working file may also be kept by administrators and supervisors.
- 11.2.2 Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.

Such materials are not to include ratings; reports or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

- 11.2.3** Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 11.2.4** Information of a derogatory nature, except material mentioned in Section 11.2.2 of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
- 11.2.5** The official personnel file of each unit member as referred to in this Article shall be kept in confidence in the District Office. The District shall maintain a log indicating the persons who have examined the personnel file (other than for maintenance purposes), as well as the date such examinations were made.
- 11.2.6** Materials consisting of hearsay statements shall not be used in employee evaluations nor placed in employee personnel files. For the purposes of this Article, hearsay shall be defined in accordance with the statutory and case law of the state.

ARTICLE 12

WORK YEAR, WORK WEEK, WORK DAY

- 12.1** The work year shall be July 1 and end the following June 30; the workweek shall be any five consecutive days inclusive; the workday shall be eight consecutive working hours. A workweek is defined as per the Fair Labor Standards Act, as a regular recurring period of 168 hours in the form of 7 consecutive 24-hour periods.
- 12.2** The parties agree that all changes in the regularly assigned work year, work week and work day for each bargaining unit position or class of positions remains the right of the District as expressed and stipulated in Article 4 of this Agreement; and, notwithstanding any other provisions of this Agreement, the District retains the right to establish and re-establish the work year, work week, and work day for all employees to meet the educational goals of the District. The parties agree that the foregoing statement does not constitute a waiver of CSEA's right to bargain contemplated reductions in the assigned hours of incumbent employees, but that no right to bargain exists in situations where a category of service, program, or activity is eliminated and/or where no incumbent employee is affected by the eliminations.
- 12.3** Each employee shall have a fixed, regular and ascertainable minimum number of hours and consecutive workdays. Each employee who occupies a less than twelve-month position shall, as much as possible within the scheduling restraints of the District, is entitled to a consecutive period of time off.
- 12.4** Except as otherwise provided herein, bargaining unit members shall be eligible for one and one-half times their regular hourly rate when they are required by the District to work overtime hours.
- 12.4.1** "Overtime hours" are defined as any hours worked in excess of 8 hours in any work day and in excess of forty hours in any work week, or work performed on the 6th or 7th consecutive day.
- 12.4.2** Employees with daily work assignments of less than four hours shall be exempted from the 6th day criteria; employees with anomalous 40 hour work schedules shall be eligible for overtime only after working in excess of 40 hours in any work week. Employees having an average work day of four hours or more shall be compensated for any work required to be performed on the 6th or 7th day following the commencement of their work week at one and one-half times the regular rate of pay (ED 88030).
- 12.4.3** Overtime shall normally be paid in cash, and in the month following the month in which earned.
- 12.4.3a.** Comp Time: However, if the employee wishes to earn compensatory time off in lieu of being paid overtime, and the immediate supervisor agrees that this request may be accommodated in the work schedule, compensatory time may be approved in lieu of being paid overtime.
- 12.4.3b.** It is the employee's responsibility to manage their leave time. Employees are encouraged to request compensatory time off in writing by the last day of the pay period in which the overtime was worked. Earned compensatory time on the books as of June 30 may be paid in cash at the rate of pay at which it was earned by the employee unless the employee requests to carry over unused compensatory time. The request must be submitted in writing and be approved by the supervisor, reviewed by Human Resources Director, and approved by the appropriate administrator no later than May 15. Unit members may not carry more than 60 hours of comp time at any one time. The schedule for taking such accumulated compensatory time off may be granted or ordered, at the District's discretion.
- 12.5** The District will not modify a work shift or a work schedule for purposes of avoiding the payment of overtime.

- 12.6** A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of her/his regular assignment for a period of twenty (20) consecutive working days or more shall have the basic assignment changed to reflect the longer hours of the assignment.
- 12.7** Full-time unit members called in or called back to work by the immediate supervisor on a work day beyond the normal working hours, on a day not scheduled to be worked, shall receive at least two (2) hours of work at the overtime rate as specified above. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal workday. On the sixth (6th) and seventh (7th) days of work and on holidays, the minimum call-in time is four (4) hours paid at the overtime rate.
- 12.8** Lunch Period – All employees covered by this Agreement shall be entitled to an uninterrupted lunch period, scheduled at the approximate mid-point of their workday. The length of time for such lunch period shall be no longer than one (1) hour and not less than one-half (1/2) hour. An employee required to work during his/her lunch period shall receive pay at the rate of time and one-half for all time worked during the normal lunch period.
- 12.9** Rest Period – All bargaining unit employees shall be granted rest periods which, insofar as is practicable, shall be in the middle of each work period, at the rate of 15 minutes per four hours worked or major fraction thereof. Specified periods may be designated when the operation of the District requires someone to be present at the employee's work site at all times.
- 12.10** A 9-hour per day, 80-hour per 2-week work schedule may be established with concurrence by CSEA on a year-to-year basis. It is mutually agreed that during summer session all classified employees will work a 9-hour per day, 80-hour per 2-week work schedule.
- 12.10.1** When a 9-hour per day, 80-hour per 2-week schedule is established it shall consist of nine work days, eight of which shall be 9-hour days and one of which shall be an 8-hour day. The District will close for business on alternate Fridays. The overtime rate shall be paid for all hours worked in excess of the required work day, which shall not exceed nine hours at a rate equal to one and one-half times the regular rate of pay for the employee designated and authorized to perform the work.
- 12.11 Inclement Weather or Other Campus Closure**
- 12.11.1** An employee who would otherwise be on a leave of absence for that day shall NOT be charged under that leave. It is the employee's responsibility to manage their leave requests each month.
- 12.11.2** An employee who is directed and authorized by the immediate supervisor to work on such a day of inclement weather or other campus closure shall be compensated on an overtime basis for such work. Such compensation shall be either pay or compensatory time off, equal to two and one-half times the employee's regular rate of pay.

ARTICLE 13

VACATIONS

13.1 Bargaining unit members employed full-time shall be eligible for vacation benefits at the following rates

<u>Years of Service with District</u>	<u>Days of Vacation</u>
1 through 10	17
11 or more (beginning with July accrual)	22

13.2 Vacation leave shall be prorated for employees employed less than full-time. (Education Code Section 88197)

13.3 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

13.4 A holiday falling within a vacation period shall not constitute a vacation day.

13.5 Vacation periods shall be scheduled at the convenience of the District with consideration given to employee's preference.

Each employee is encouraged by the District to use earned vacation on an annual basis.

13.6 Unit members employed less than twelve (12) months shall use accumulated vacation only during periods they are in paid status.

13.7 Members may terminate vacation for the purpose of utilizing sick leave, bereavement leave, or jury duty leave. Certification of the member's eligibility for such interrupted leave shall be submitted to the District; in the case of interruption for sick leave, the member shall provide the District with the name, address and telephone number of the treating physician and a signed medical release authorization.

13.8 Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.

13.9 An employee may not accumulate more than 30 days of vacation. When an employee has accumulated 30 days of vacation, vacation leave will cease to accrue.

13.9.1 If an employee requests vacation leave and is not permitted to use vacation on account of District needs, and an alternative vacation period cannot be rescheduled, the limit will be adjusted accordingly for the next year.

ARTICLE 14

HOLIDAYS

- 14.1** All probationary or permanent employees covered by this Agreement, shall be entitled to the following sixteen (16) paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. For unit members working less than 40 hours per week, the paid holiday shall be for the average number of hours per week based on a five day workweek.

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
February (specific date to be selected from options provided by the Chancellor's Office)	Lincoln Day
Third Monday in February	Washington Day
Last Monday in May	Memorial Day
July 4 (or an alternate date if the 4th is on a Saturday or Sunday)	Independence Day
First Monday in September	Labor Day
November (Specific date to be selected from options provided by the Chancellor's Office.)	Veteran's Day
Last Thursday in November	Thanksgiving Day
*Admission Day	in lieu, Friday following Thanksgiving
December 24	Christmas Eve
December 25	Christmas
December 31	New Year's Eve
Three days between December 26 and January 2 (When Christmas falls on a Saturday or Sunday, the third day will be on the January 2)	Winter Break Holiday

Any day appointed by the President or Governor of California (EC 88203)

*An alternate day may be designated by the Board of Trustees. The College Calendar is developed by the Instruction Office and must be agreed upon by the Academic Senate. The Calendar is ultimately approved by the Board of Trustees.

- 14.2** Regular employees of the District who are not normally assigned to duty during the school holidays of December 24, 25, winter break holiday, 31 and January 1 shall be paid for these holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the winter break holiday.
- 14.3** If a unit member has a workweek other than Monday through Friday, and as a result, the unit member loses a holiday to which he or she would otherwise be entitled, the District shall provide a substitute holiday or compensation in the amount to which the unit member would have been entitled.
- 14.4** If a unit member works at a school site and their position requires them to work with students of that particular school (i.e., Gear Up, Upward Bound), they may observe the holiday on a date the school site is observing the holiday. However, it must be one of the holidays the College observes as listed in 14.1 above. In no instances would an employee be paid more than fifteen paid holidays.

ARTICLE 15

LAYOFF

15.1 DEFINITIONS

A "layoff" is the termination or reduction in hours of an employee because of lack of work or a lack of funds. An employee may be laid off if:

15.1.1 A reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment layoff.

15.1.1.1 A position is being eliminated and the employee has the least seniority in the classification.

15.1.1.2 The employee has been displaced or bumped by an employee whose position was eliminated.

15.1.2 A "reemployment right" is the right to the next vacant position in a classification ahead of any person who is not higher on the reemployment list and ahead of all new applicants.

15.1.3 A "reemployment list" is a list of the names of laid off employees arranged in rank order from the greatest to least seniority in the classification from which laid off plus higher classifications.

15.1.4 A "bumping right" is the right when actually facing layoff to displace an employee with the least seniority regardless of the number of hours per day or days per year in the same classification or a lower classification in which the employee who is facing layoff has formerly held permanent regular status.

15.1.5 A "break in service" is a complete separation of a regular employment relationship with the District. A Board approved leave of absence, either paid or unpaid, is not considered a break in service. Upon return to work from an approved leave of absence, the District shall restore all rights, benefits and burdens of a permanent employee in the class to which he or she is reinstated or reemployed.

15.2 SENIORITY

15.2.1 Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service is determined by date of hire within the classification.

15.2.2 Seniority or length of service for layoff purposes shall be calculated on the basis of hire date into a particular classification plus equal or higher classifications:

15.2.2.1 Time served prior to a break in service shall not be counted toward seniority, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if an employee is reinstated, reemployed in regular status, or appointed to a regular position within 39 months after layoff while his/her name is on a reemployment list.

15.2.2.2 Time served as a substitute or short-term employee prior to regular appointment shall not count towards seniority in classification.

15.2.2.3 "Higher classifications" shall refer to service in any classification which receives a higher rate of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity of

individual employees.

- 15.2.3** In the event of a question of equal seniority where two or more employees have the same date of hire, layoff and reemployment shall be determined by lot.
- 15.2.4** Human Resources will maintain an updated seniority list of employees by classification and distribute it to all affected employees including those in a different classification if relevant.
- 15.2.5** An employee may challenge his/her place on the seniority list by making objections known in writing to the administrator in Human Resources who shall review the objections and conduct an audit and make the results known to CSEA and the employee prior to the effective date of any layoff involving the employee. If no such objection is received prior to layoff, the employee is considered to have waived his/her right to grieve.

15.3 PROCEDURES

- 15.3.1** The District will give an employee no less than forty-five (45) calendar days notice prior to the effective date of their layoff. Such notices shall inform the employee of his/her/displacement rights, if any, and reemployment rights.
- 15.3.2** Classified employees shall be laid off in reverse order of seniority by job classification. Employees who have been employed the shortest time in the classification plus higher classifications shall be laid off first.
- 15.3.3** No permanent or probationary classified employees shall be laid off from any position while employees serving under emergency, provisional, short-term, or substitute status are retained in positions of the same classification.
- 15.3.4** A short-term or substitute employee may be separated at the completion of the assignment without regard to the procedures set forth in this policy.

15.4 REEMPLOYMENT

- 15.4.1** Laid off employees are eligible for reemployment in the classification from which laid off for a 39-month period from the effective date of layoff and shall be reemployed in the reverse order of layoff as vacancies become available.
- 15.4.2** Laid off employees are responsible for maintaining a current address and phone number with Human Resources.
- 15.4.3** A reemployment list for each classification subject to layoffs will be established and maintained in Human Resources for at least 39 months, or until exhausted, whichever is sooner.
- 15.4.4** The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the classification plus higher classifications.
- 15.4.5** Persons on layoff reemployment lists will be reemployed over all other candidates for a position vacancy.
- 15.4.6** Employees on reemployment lists shall be eligible to compete for vacancies for which they can qualify and shall be considered. (Refer to 18.4)

- 15.4.7** When a vacancy occurs in a classification for which a layoff reemployment list has been established, the senior employee will be notified and given an opportunity to accept the vacancy. The laid off employee may decline the offer of employment and retain his/her position on the list. The offer will then be made to the next person on the list. An employee who has been laid off is eligible for rehire in a position without regard to the number of hours in the position as held at the time of the layoff. An employee who has been laid off may refuse the first bona fide offer of reemployment but the rejection of the second bona fide offer will constitute a waiver of the employee's statutory right to be on the reemployment list. A bona fide offer is an offer for the same number of hours or more held prior to the layoff.
- 15.4.8** An employee who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in his/her original classification or any other classification for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment.
- 15.4.9** A permanent employee who is laid off and is subsequently reemployed within 39 months shall have all rights and privileges restored. A probationary employee shall continue to serve out the remainder of the probation period and shall also have all rights and privileges restored. No seniority credit shall be earned during periods of separation from the District.

15.5 DEMOTION IN LIEU OF LAYOFF

- 15.5.1** In lieu of being laid off, an employee may elect demotion to a classification with a lower salary status in which he/she had previously served under permanent status and for which he/she is still qualified, provided that the employee has more seniority in the classification than the incumbent employee. He/she shall be allowed to bump the employee with the least seniority in the lower classification.
- 15.5.2** To be considered for demotion in lieu of layoff, an employee must notify the District in writing of such election no later than the meeting held to resolve bumping rights.
- 15.5.3** Any employee demoted pursuant to this section shall be placed on the step of the salary range of the classification to which he/she is demoted which is closest to, but not greater than, his/her present step on the salary schedule. An employee displaced pursuant to this section shall have the same rights as person laid off for lack of work or lack of funds.
- 15.5.4** Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of 63 months from the effect date of layoff or reduction. Such employees shall be ranked in accordance with their seniority on the reemployment list.

15.6 RETIREMENT IN LIEU OF LAYOFF

- 15.6.1** An employee who meets the qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate reemployment list. If an employee subsequently accepts, in writing, an appropriate vacant position within the period of 39 months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.
- 15.6.2** The above constitutes the full and complete understanding of the parties concerning layoff and effects of layoff.

ARTICLE 16

EMPLOYEE EXPENSES AND MATERIALS

- 16.1** The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit members for performance of employment duties.
- 16.2** The District will provide for the payment of the costs of replacing or repairing the personal effects, which are damaged in the line of duty without fault of the unit member. The value of such items shall be determined as of the date of damage thereto; and, if damaged beyond repair, the actual value of such item(s) shall be paid for to a maximum of two hundred dollars (\$200.00).
- 16.3** It is not the intention of this article to replace personal effects, which are worn out through ordinary wear and tear; the District will not be responsible for repair and replacement costs of such items.
- 16.4** Employees shall substantiate any claim for repair or replacement with evidence clearly indicating that damage was caused by circumstances beyond the control of the unit member, i.e. without fault. Claims for replacing or repairing shall be given to the immediate supervisor.
- 16.5** Upon approval by the College President, or designee, of the claim, reimbursement shall be made to the unit member upon presentation of receipt(s) for payment of repair or replacement costs.
- 16.6** This Article is intended and shall apply only to those personal effects normally and ordinarily worn or required at work; it specifically is not for repair or replacement of tools, radios, or other personal effects not required for work performance.
- 16.7** Physical examinations, when necessary in the course of employment, shall be provided by the District.
- 16.8** Any actual expenses incurred by bargaining unit members, up to the maximum food and/or lodging allotment authorized by District policy, while on authorized District business, shall be reimbursed to the employee. Bargaining unit members authorized to utilize their privately owned vehicle while conducting District business shall receive appropriate mileage compensation. The mileage reimbursement shall be adjusted each July 1 during the life of the contract to equal the current rate allowed by the IRS for tax purposes.
- 16.9** Work assignment of employees which requires temporary relocation outside the District shall be agreed upon in writing between the employee, District representative(s), and Association representative(s).

ARTICLE 17

SAFETY

- 17.1** The District and all unit members will work together to maintain a safe and healthy work environment.
- 17.2** Unit members shall report in writing perceived unsafe conditions to the Administrative Services Office.
- 17.3** Safety equipment, which is required by the District, shall be provided at District expense.
- 17.4** Unit members shall follow safe operating procedures in operating or using equipment. Employees using equipment to perform work for the District shall not modify safety features, which are a part of the equipment.
- 17.5** No unit member shall be discriminated against as a result of reporting an unsafe condition.
- 17.6** The District agrees that acceptance of asbestos removal duties is voluntary.

ARTICLE 18

PAYROLL DEDUCTIONS

18.1 Any employee who has applied for membership has the right to have his/her CSEA dues deducted according to a schedule adopted by CSEA, and may sign and deliver to the District an assignment authorizing deduction of the unified membership dues, initiation fees, and general assessments in CSEA. Such authorization shall continue in effect from year to year unless revoked in writing.

Pursuant to such authorization, the District shall deduct 1/10 of annual state and chapter dues from regular salary check of the employee each month for ten months. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees to remit promptly such monies to CSEA.

18.2 CSEA agrees to furnish any information needed by the District to fulfill the provisions of the Article.

18.3 The District agrees that upon presentation of an appropriate written authorization from the employee, the District will deduct from the salary of any employee and make appropriate remittance for existing annuities, credit union, savings bonds, insurance premiums, or charitable donations. The District shall promptly pay to the payee all sums deducted.

18.4 CSEA agrees to indemnify and hold harmless the employer for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the union shall have any claim against the employer for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the employer within 30 calendar days after the date such deductions were or should have been made.

18.5 Should a concerted activity as defined in Article 18 by employees covered in this agreement occur, the District may exercise its right to immediately discontinue payroll deductions.

ARTICLE 19

CONCERTED ACTIVITIES

- 19.1** It is agreed and understood that there will be no strike, work stoppage, slow-down, (or related picketing) or refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 19.2** The District agrees that it shall not lockout during the term of this Agreement.
- 19.3** CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action. So long as CSEA faithfully meets its obligation noted above, the District agrees that it shall not invoke sanction(s) against CSEA for the individual acts of its membership.
- 19.4** It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 19.5** It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in the Agreement or in District policy from any employee and/or CSEA.

ARTICLE 20

TRANSFERS AND FILLING OF VACANCIES

- 20.1** All vacancies within the unit, including short-term and substitute, shall be posted on bulletin boards in prominent locations for ten (10) working days. A copy of each notice shall be placed in the CSEA mailbox.
- 20.2** The job announcement will include the job title, description and specific duties, minimum qualifications, assigned primary job site, number of hours per day, months per year, salary range, and the deadline for filing an application.
- 20.3** The District will not fill any unit vacancy with substitute employee(s) for more than sixty (60) calendar days while a search is in progress for a replacement for the position. Reference – Ed Code 88003
- 20.4** All unit members who meet the minimum qualifications, as determined by the Human Resources Director, as stated in the job announcement applying for vacant bargaining unit positions will be granted an interview.
- 20.5** At least one (1) unit member shall be included on the interview committee for all classified vacancies and new positions. Unit members interested in serving on an interview committee may notify the Human Resources Office and have their names placed on a list for consideration.
- 20.6** A permanent employee who acquires probationary status as the result of a job opening change shall retain permanent status in his/her former classification until completion of the probationary period in the new classification. In the event that the probationary period in the new classification is not successful, the employee shall be entitled to return to his/her former classification with all previous rights and privileges.
- 20.7** When "in-house" only hiring practices are allowed according to State and Federal guidelines and legislation, all qualified District employees shall be allowed to apply.

ARTICLE 21

COMPLETION OF MEET AND NEGOTIATE

- 21.1** This Agreement is, to the extent authorized by law, the entire agreement between the Parties. It is understood and agreed that the provisions of this Agreement shall not be renegotiated for the term of this Agreement, except as specifically provided herein, and except by mutual consent.

ARTICLE 22

SAVINGS PROVISION

- 22.1** If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE 23

EFFECT OF AGREEMENT

- 23.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

ARTICLE 24

DISTRIBUTION OF AGREEMENT

- 24.1** Within thirty (30) working days after execution of this Agreement, the District shall post an electronic copy on the web and provide without charge a copy of this contract to every bargaining unit member who request a print copy. Any employee who becomes a member of the bargaining unit after execution of this Agreement shall also be provided a copy by the District.

ARTICLE 25

NON-DISCRIMINATION

- 25.1** This District and CSEA agree that they shall not unlawfully discriminate against classified employees in the administration of this Agreement because of race, age, sex, religion, national origin, disability, sexual orientation, political affiliation, or participation or lack of participation in CSEA activities.

ARTICLE 26

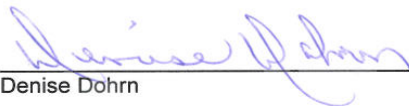
DURATION AND RE-OPENERS


- 26.1** This Agreement shall be effective on the date of ratification by the parties and shall continue in full force and effect until June 30, 2009.
- 26.2** For the 2007-08 and 2008-09 fiscal years, the parties may reopen negotiations over Article 8, Compensation and Article 9 – Health and Welfare Benefits. In addition, each party may elect to reopen negotiations on one additional article of the contract. During the term of this Agreement, the parties may mutually agree to meet and negotiate on other subjects within the scope of bargaining under the Act.

In Witness whereof, CSEA has caused this Agreement to be signed by its President and negotiators, and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

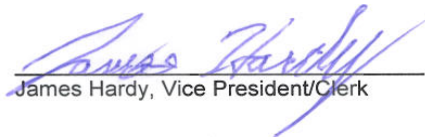
College of the Siskiyous
Classified School Employees Association
Chapter #581

Board of Trustees of the
Siskiyou Joint Community College District


Denise Dohrn


Penelope Heilman, President


Sheila Grimes


James Hardy, Vice President/Clerk


Toni Bray

Attest: 
W. David Pelham

**APPENDIX A
POSITION CLASSIFICATIONS**

CURRENT	NEW	
Classification and Job Title	Structure	Classification (Family)
BUSINESS SUPPORT		
Bookstore Technician	Business Support 1	Account Clerk 1
Accounting Specialist (VanDyke)	Business Support 1	Account Clerk 1
Accounts Payable Specialist	Business Support 2	Account Clerk 2
Accounting Specialist (Hurlbut)	Business Support 2	Account Clerk 2
Payroll Technician	Business Support 3	Account Clerk 3
Grants/Contracts Technician	Business Support 3	Account Clerk 3
Bookstore Coordinator	Business Support 4	Bookstore Supervisor
FACILITIES SUPPORT		
Custodian/Maintenance/Grounds Specialist	Facilities Support 1	Custodian
Skilled Maintenance Specialist	Facilities Support 2	Groundskeeper
Mechanic-Heavy Equipment Operator	Facilities Support 3	Maintenance Specialist 3-Mechanic/Heavy Equipment Maintenance Specialist 3-Skilled Maintenance Technician
Skilled Maintenance Technician	Facilities Support 3	Maintenance Specialist 3-Skilled Maintenance Technician
Skilled Craft	Facilities Support 3	Maintenance Specialist 3-Skilled Craft Technician
Custodial Supervisor	Facilities Support 4	Custodial Supervisor
INSTRUCTIONAL SUPPORT		
Child Development Center Lab School Teacher	Instructional Support 1	Instructional Support Specialist 1-Child Development Center
Instructional Assistant - PE	Instructional Support 1	Instructional Support Specialist 1-PE
Athletic Laundry/Equipment Specialist	Instructional Support 1	Instructional Support Specialist 1 - Athletics
Skills Center Specialist	Instructional Support 1	Instructional Support Specialist 1-Reading
Instructional Assistant - Reading	Instructional Support 1	Instructional Support Specialist 1-Reading
Lab Assistant - Math	Instructional Support 1	Instructional Support Specialist 1 - Math
Lab Assistant - Hi Tech	Instructional Support 1	Instructional Support Specialist 1 - High Tech Center
Program Specialist - Fine Arts	Instructional Support 2	Instructional Support Specialist 2-Art
Lab Specialist - Computer	Instructional Support 2	Instructional Support Specialist 2-Technology
Instructional Assistant - Technology	Instructional Support 2	Instructional Support Specialist 2-Technology
Library Technical Assistant	Instructional Support 2	Instructional Support Specialist 2-Library
Instructional Assistant - Biological & Natural Science	Instructional Support 2	Instructional Support Specialist 2-Science
Program Specialist -- Costumer	Instructional Support 2	Instructional Support Specialist 2-Theater
Instructional Assistant - Welding	Instructional Support 2	Instructional Support Specialist 2-Welding
Lab Specialist - Writing	Instructional Support 2	Instructional Support Specialist 2-Writing
Performing Arts Specialist	Instructional Support 3	Instructional Support Specialist 3-Theater

OFFICE SUPPORT

Office Secretary - SP/PIO, Main	Office Support 1	Office Secretary - Maintenance, Supt/PIO
Receptionist - Welcome Center, EOPS/SSS	Office Support 1	Student Services Specialist 1
Financial Aid Tech I (Chandler)	Office Support 1	Student Services Specialist 1
Assessment Technician	Office Support 1	Student Services Specialist 1
Instructional Tech I	Office Support 2	Administrative Secretary
Admin Sec - Fire	Office Support 2	Administrative Secretary
Office Secretary - Human Resources	Office Support 2	Administrative Secretary
Admin Secretary - Upward Bound	Office Support 2	Administrative Secretary
A&R Technician	Office Support 2	Student Services Specialist 2
Financial Aid Tech I (Castro)	Office Support 2	Student Services Specialist 2
Financial Aid Tech II	Office Support 2	Student Services Specialist 2
Support Staff Specialist - Yreka	Office Support 2	Student Services Specialist 2
Print Shop Purchasing	Office Support 2	Copy/Shipping Center Specialist
Instructional Tech III	Office Support 3	Administrative Specialist
Admin Secretary II - Dean CTE & NASSAL	Office Support 3	Administrative Specialist
Program Specialist - Yreka	Office Support 3	Administrative Specialist
Admin Secretary I -- PIO	Office Support 3	Administrative Specialist
Program Specialist II - Athletics	Office Support 3	Administrative Specialist

PROGRAM SUPPORT

Program Assistant - CalWorks, Nursing	Program Support 1	Program Assistant - CalWorks, Nursing
Retention Coordinator, Senior Advisor, UB	Program Support 1	Program Assistant - Upward Bound
Campus Safety Specialist	Program Support 1	Program Assistant - Residence Hall/Campus Safety
Program Specialist II - DSPS,	Program Support 2	Program Specialist 2
Program Specialist II - LD	Program Support 2	Program Specialist 2
Admin Eligibility Tech	Program Support 2	Program Specialist 2
Tutorial & Support Services Coordinator	Program Support 2	Program Specialist 2
Recruitment Technician, Financial Aid Outreach	Program Support 2	Program Specialist 2- Outreach
Campus Safety Coordinator	Program Support 2	Program Specialist 2-Res Hall/Campus Safety
Academic Coordinator	Program Support 3	Program Specialist 3-Academic Advising
Counseling Assistant	Program Support 3	Program Specialist 3-Academic Advising
	Program Support 3	Program Specialist 3-Academic Advising
Health Education Specialist	Program Support 3	Program Specialist 3 - Health Education
Analyst-Grants & Research	Program Support 4	Grants & Research Analyst
Program Grant Coordinator - Foster Care; MESA; GearUP; HIV Ed	Program Support 4	Program Grant Manager

TECHNOLOGY SUPPORT

High Tech Center Specialist	Technology Support 2	Information Systems Technician 2
Instructional Network Administrator	Technology Support 3	Instructional Network Administrator
Technicians		

Steps⇒			I	II	III	IV	V-VII	VIII-X	XI-XIII	XIV-XVI	XVII-IX	XX
Levels↓ 1	Office Secretary-President's Office Student Services Specialist 1	Monthly	\$1,989	\$2,052	\$2,117	\$2,184	\$2,253	\$2,324	\$2,397	\$2,473	\$2,551	\$2,632
		Annual	\$23,868	\$24,622	\$25,400	\$26,203	\$27,031	\$27,885	\$28,766	\$29,675	\$30,613	\$31,580
2	Maintenance Specialist 1-Custodian	Monthly	\$2,019	\$2,075	\$2,133	\$2,192	\$2,253	\$2,316	\$2,380	\$2,446	\$2,514	\$2,584
		Annual	\$24,228	\$24,902	\$25,594	\$26,306	\$27,038	\$27,790	\$28,562	\$29,357	\$30,173	\$31,012
3	Account Clerk 1	Monthly	\$2,073	\$2,135	\$2,198	\$2,263	\$2,330	\$2,400	\$2,471	\$2,544	\$2,620	\$2,698
		Annual	\$24,876	\$25,615	\$26,376	\$27,159	\$27,966	\$28,796	\$29,651	\$30,532	\$31,439	\$32,373
4	Program Assistant-Cal Works, Nursing, Upward Bound , Campus Safety/ Residence Halls	Monthly	\$2,098	\$2,164	\$2,232	\$2,302	\$2,375	\$2,449	\$2,527	\$2,606	\$2,688	\$2,773
		Annual	\$25,176	\$25,968	\$26,785	\$27,628	\$28,497	\$29,393	\$30,318	\$31,272	\$32,256	\$33,270
5	Instructional Support Specialist 1- Athletics, Child Care, High Tech Center, Math, Reading	Monthly	\$2,115	\$2,183	\$2,254	\$2,327	\$2,402	\$2,479	\$2,559	\$2,642	\$2,727	\$2,816
		Annual	\$25,380	\$26,200	\$27,046	\$27,920	\$28,821	\$29,752	\$30,713	\$31,705	\$32,729	\$33,787
6	Student Services Specialist 2 - A&R, Financial Aid, Yreka Administrative Secretary- Copy/Shipping Center ,Human Resources, Foundation/PIO, Instruction, Maintenance, Upward Bound	Monthly	\$2,228	\$2,300	\$2,373	\$2,450	\$2,528	\$2,610	\$2,694	\$2,780	\$2,869	\$2,962
		Annual	\$26,736	\$27,595	\$28,482	\$29,397	\$30,341	\$31,316	\$32,322	\$33,361	\$34,433	\$35,539
7	Program Specialist 2- Academic Success Center, DSPS/Tutoring, EOPS/SSS, MESA/Title III, Outreach, Campus Safety/ Res. Hall	Monthly	\$2,327	\$2,396	\$2,467	\$2,540	\$2,615	\$2,693	\$2,773	\$2,855	\$2,939	\$3,026
		Annual	\$27,924	\$28,751	\$29,603	\$30,480	\$31,384	\$32,313	\$33,271	\$34,257	\$35,272	\$36,317
8	Instructional Support Specialist 2-Art, Library, Science, Technology, Theater, Welding, Writing	Monthly	\$2,333	\$2,408	\$2,485	\$2,564	\$2,646	\$2,731	\$2,818	\$2,909	\$3,002	\$3,098
		Annual	\$27,996	\$28,892	\$29,816	\$30,771	\$31,755	\$32,771	\$33,820	\$34,902	\$36,019	\$37,172
9	Maintenance Specialist 2- Groundskeeper	Monthly	\$2,376	\$2,447	\$2,520	\$2,596	\$2,673	\$2,753	\$2,836	\$2,921	\$3,008	\$3,098
		Annual	\$28,512	\$29,365	\$30,244	\$31,149	\$32,081	\$33,040	\$34,029	\$35,047	\$36,096	\$37,176
10	Administrative Specialist - Athletics, Deans, DSS, Instruction, PIO/Foundation, Yreka	Monthly	\$2,511	\$2,588	\$2,667	\$2,749	\$2,833	\$2,920	\$3,010	\$3,102	\$3,197	\$3,295
		Annual	\$30,132	\$31,056	\$32,007	\$32,988	\$34,000	\$35,042	\$36,116	\$37,223	\$38,363	\$39,539
11	Instructional Support Specialist 3 – Theater Technician	Monthly	\$2,528	\$2,604	\$2,682	\$2,763	\$2,846	\$2,931	\$3,020	\$3,110	\$3,204	\$3,300
		Annual	\$30,336	\$31,248	\$32,187	\$33,155	\$34,151	\$35,178	\$36,235	\$37,325	\$38,447	\$39,602
12	Account Clerk 2	Monthly	\$2,551	\$2,632	\$2,715	\$2,801	\$2,890	\$2,981	\$3,075	\$3,173	\$3,273	\$3,377
		Annual	\$30,612	\$31,581	\$32,580	\$33,612	\$34,675	\$35,773	\$36,905	\$38,073	\$39,278	\$40,521
13	Maintenance Specialist 3 -Mechanic/ Heavy Equipment Operator, Skilled Maintenance Technician, Skilled Craft Technician	Monthly	\$2,687	\$2,768	\$2,852	\$2,938	\$3,027	\$3,118	\$3,212	\$3,309	\$3,409	\$3,512
		Annual	\$32,244	\$33,218	\$34,221	\$35,254	\$36,319	\$37,416	\$38,546	\$39,710	\$40,909	\$42,145
14	Program Specialist 3 – Student Services Advisors - Counseling, EOPS/CARE, Recruitment, SSS, Upward Bound, Health Education	Monthly	\$2,770	\$2,852	\$2,936	\$3,023	\$3,113	\$3,205	\$3,300	\$3,398	\$3,498	\$3,602
		Annual	\$33,240	\$34,224	\$35,237	\$36,280	\$37,354	\$38,460	\$39,598	\$40,770	\$41,977	\$43,219
15	Account Clerk 3	Monthly	\$2,777	\$2,863	\$2,952	\$3,043	\$3,138	\$3,235	\$3,335	\$3,439	\$3,545	\$3,655
		Annual	\$33,324	\$34,357	\$35,422	\$36,520	\$37,652	\$38,820	\$40,023	\$41,264	\$42,543	\$43,862
16	Information Systems Technician	Monthly	\$2,915	\$3,012	\$3,112	\$3,215	\$3,322	\$3,433	\$3,547	\$3,665	\$3,786	\$3,912
		Annual	\$34,980	\$36,142	\$37,343	\$38,584	\$39,866	\$41,191	\$42,560	\$43,974	\$45,436	\$46,945
17	Program Specialist 4 – Grants and Contracts Analyst	Monthly	\$3,122	\$3,225	\$3,331	\$3,441	\$3,555	\$3,672	\$3,793	\$3,919	\$4,048	\$4,182
		Annual	\$37,464	\$38,700	\$39,977	\$41,297	\$42,659	\$44,067	\$45,521	\$47,024	\$48,575	\$50,178

APPENDIX C
Article 8, Appendix C, Professional Growth Awards

Goals

The goals of the Professional Growth Award program (PGA) are to improve job-related skills, provide an atmosphere of growth and vitality, and encourage ongoing participation in formal education and training.

In order to meet these goals, the PGA program includes the following:

Eligibility

All classified employees who have completed the probationary period shall be eligible to apply for PGA credit. However, once permanent, an employee may request credit for units earned during the probationary period.

Eligible Activities

1. One (1) semester unit earns six (6) points. One (1) quarter unit earns four (4) points.
 - a. All approved coursework must contribute to the employee's professional or career development.
2. Each three (3) hours of workshop or in service training directly related to one's employment and completed outside the regular work schedule earns one (1) point.
3. Each hour as an unpaid instructor of a special workshop earns one (1) point.
4. Holding an elected or appointed office in an educational or professional organization approved by the employee's supervisor and appropriate Vice President may be applied for credit as follows:
 - a. City, County, State or National Level - Four (4) points per year of service.
 - b. Local Level (on-campus) - Two (2) points per year of service.
 - c. Special projects of significant benefit to the College shall earn points as agreed upon by the area supervisor, the appropriate Vice President after consultation with the Superintendent/President, and the individual involved. Only those projects completed outside of an employee's regular scope of work and work schedule shall be considered under this section.
 - d. All projects must be approved in advance by the supervisor.

Approval Process

1. To insure the awarding of credit, courses must be submitted for approval prior to the time the course starts.
2. If disapproved, the credit request shall be returned to the employee with the reasons for disapproval stated thereon.
3. Each employee shall be responsible for submitting all documents necessary to apply for the award. Completion of course work, workshops, in service training, holding elected office, and special projects will be verified by the Human Resources Office.
4. All application for credit, after receiving the approval of the employee's area supervisor and appropriate Vice President, shall be sent to the Human Resources Office.
5. When approved, the credit request shall be forwarded to the Human Resources Office to be placed in the employee's file, and a copy sent to the employee.
6. An employee unable to obtain approval from their supervisor may appeal to the Staff Development Committee which will forward a recommendation to the Superintendent/President. The recommendation of the Staff Development Committee will be considered by the President who will make the final determination.
7. Successful completion of coursework shall be determined by a letter grade of "C" or better, or a "Credit" grade.

Acceptable Coursework

1. Any college level credit course shall be acceptable limited only by state regulation and district policy.
2. Paid release time to attend courses closely associated with one's current work assignment may be granted for up to three (3) hours per week. Should time be required outside an employee's normal work schedule, compensatory time shall be allowed on any hour per hour basis for up to three (3) hours per week. No points shall accrue for courses taken in this situation.
3. Flexible work schedules may be arranged for time required for individual activities at the approval of the employee's area supervisor.
4. Courses that earn zero units are not eligible to earn points toward a professional growth award.

Award

1. An employee who has accumulated sixty (60) points shall be awarded a one-time payment of \$500.
2. The sixty (60) points utilized for reimbursement shall be used for only one award and shall not be used in any further computations.
3. Any points in excess of sixty (60) needed to complete an award shall be credited for use in qualifying for succeeding awards.
4. Only one award shall be granted to an individual in any one fiscal year.
5. Certification of eligibility for awards shall be made in the Human Resources Office.
6. Payment shall be made with either the December or June paycheck, whichever more closely follows the date of certification.

APPENDIX D

College of the Siskiyou
Classified Performance Appraisal

Employee:			Date:	
Supervisor:	Annual	3 month	7 month	11 month
Circle one:		Self-Evaluation	Evaluation by Supervisor	

Part 1 – Job Performance Criteria

Supervisors and employees should review established, specific job duties performed by the employee as stated in the position job description, and the level of standard of expected performance should be identified. Job duties in general are listed on the job description, but each employee has specific tasks to complete which may be added to the job performance criteria list. In the “Comments” section indicate both strengths and weaknesses.

Rating Scale – Place only one “score” in each rating box.

- 1 Unsatisfactory**
- 2 Below performance standards**
- 3 Meets performance standards**
- 4 Above performance standards**
- 5 Consistently exceeds performance standards**

NE Not evaluated – Employee was not evaluated on this job performance criteria. An explanation for not including this criteria must be written in the “Comments” section.

Optional Employee Self-Evaluation		Job Performance Criteria	Supervisor Evaluation	
Rating	Employee Comments		Supervisor Comments	Rating
		Quality of Work <ul style="list-style-type: none"> • Accuracy • Thoroughness • Efficiency • Timeliness • Initiative • Attention to detail • Time management 		
		Quantity of Work <ul style="list-style-type: none"> • Completes work in time assigned • Continues working when things go wrong • Output 		

Optional Employee Self-Evaluation		Job Performance Criteria	Supervisor Evaluation	
Rating	Employee Comments		Supervisor Comments	Rating
		Problem Solving Skills <ul style="list-style-type: none"> • Understands and defines problems clearly • Identifies problem areas • Suggests realistic solutions • Initiates improvements • Sets priorities appropriately 		
		Human Relations Skills <ul style="list-style-type: none"> • Relates effectively with students • Relates effectively with peers • Demonstrates sensitivity to and understanding of the diverse socioeconomic, cultural, and ethnic backgrounds of staff and students • Relates effectively with supervisors 		
		Knowledge of Required Work <ul style="list-style-type: none"> • Understands work to be performed • Has sufficient knowledge to perform work at this time • Continues to update work knowledge • Applies technical, professional knowledge to the job requirements 		
		Work Attitude <ul style="list-style-type: none"> • Willing to attempt new approaches • Personal appearance is appropriate to assigned work • Ability to handle stressful work situations • Is motivated and puts forth effort to accomplish work assignment • Service oriented • Demonstrates positive attitude 		

Optional Employee Self-Evaluation		Job Performance Criteria	Supervisor Evaluation	
Rating	Employee Comments		Supervisor Comments	Rating
		Safety <ul style="list-style-type: none"> • Participates as required in safety training • Performs work in a safe manner • Operates equipment safely • Reports unsafe conditions to supervisor 		
		Attendance <ul style="list-style-type: none"> • Reports to work on time • Works according to work schedule • Absenteeism is appropriate • Responsive to unexpected needs of college 		
		Organizational Communications Skills <ul style="list-style-type: none"> • Executes directions and plans from immediate manager • Accepts constructive criticism and feedback • Solicits constructive criticism and feedback • Keeps supervisor involved and informed • Understands and uses chain of command • Participates in group problem solving 		
		Other – Not required		
	Overall Rating (1, 2, 3, 4, or 5)			

Part 2 – Goals and Training

Additional Evaluation	Employee Comments	Supervisor Comments
Goals and <u>new</u> performance standards for next evaluation period		
Training needs or suggestions for ways to improve		
Employee's greatest contribution or achievement		
Campus involvement to further mission of college		
Other		

Part 3 – Signatures

Supervisor:	Date:
Administrator (if necessary):	Date:
<p>I certify that this report has been discussed with me. I also understand my signature below does not necessarily indicate agreement, and that I may make written comments about this evaluation which will be attached and made a part of my permanent personnel file. I have been given the option of completing a self-evaluation. I understand that I will receive a copy of this evaluation.</p> <p>Employee:</p>	Date:
Reviewed by Personnel Director:	Date: