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<td></td>
</tr>
<tr>
<td>Agreement</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Recognition</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Definitions</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Management Rights</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>CSEA Rights</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Grievance Procedure</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Leaves</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Compensation</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Reclassification Procedure</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>Employee Evaluation and Personnel Files</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Work Year, Work Week, Work Day</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>Vacations</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Holidays</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>Employee Expenses and Materials</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>Safety</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Payroll Deductions</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>Concerted Activities</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>Transfers and Filling of Vacancies</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>Completion of Meet and Negotiate</td>
<td>34</td>
<td></td>
</tr>
<tr>
<td>Savings Provision</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Effect of Agreement</td>
<td>36</td>
<td></td>
</tr>
</tbody>
</table>

Siskiyou Joint Community College District
Bargaining Agreement with California School Employee's Association (Classified Staff)
APPENDICES

Appendix A  Position Classifications
Appendix B  Salary Schedule
Appendix C  Professional Growth Award Program
Appendix D  Side Letter--Classification Study
Appendix E  Classified Performance Appraisal
ARTICLE 1

AGREEMENT

1.1 This is an Agreement made and entered into this day of, 2002 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 sub-contracting, 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.


3.10 "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.

15.6 (Used to be 5.4) 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.

15.6.1 Negotiations Team: CSEA will identify no more than 3 members for the Negotiating Team. Negotiating Team members shall receive reassigned time for negotiation sessions.

15.6.2 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.

15.6.2.1 Each steward shall request re-assigned time, as far in advance of the need as possible, before leaving the work station 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.

15.6.3 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.
15.6.4 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.

15.7 Proposal for Revised Contract Language

Consideration for Tentative Agreement:

_____________________ CSEA ______________________

District __________________

Date __________________

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 A "grievance" is defined as any complaint of a bargaining unit employee(s) 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 Section 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.

7.2 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 Personnel 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 personnel 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.

15.6.1 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 Employees shall be granted paid leave not to exceed three (3) total days, or five (5) days if out-of-state travel is required, or if travel in excess of a three hundred (300) mile radius from the College of the Siskiyous, Weed campus is required, on account of the death of any member of his/her immediate family.

7.4.2 For purposes of this Article, "immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, child, step-parents, step-children, brother-in-law, sister-in-law, of the employee or of the spouse of the employee, or any person living in the immediate household of the employee or spouse.

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 of earned sick leave pursuant to Section 7.1 of this Article, for matters of personal necessity. 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:

a. 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 7.4.2 of this Article.

b. 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 7.5.1b of this Article.

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

d. Absence for a father on the occasion of childbirth, and absence for mother and/or father to meet legal compliance for adoption.

e. Two of the seven days available for personal necessity may be used due to reasons of a personal nature. 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.

7.7 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.

7.9.13 Family and Medical Leave

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:

a. Birth of the employee’s child or placement of a child with the employee for adoption or for foster care;

b. To care for a parent, child, or spouse with a serious health condition, or;
c. For the employee’s own serious health condition, including pregnancy or prenatal care.

15.6.1.1 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.
Proposal for Revised Contract Language
Consideration for Tentative Agreement:

___________________ CSEA ______________________ District __________________Date

ARTICLE 8

COMPENSATION

MOVED TO 20.1.1a,MOVED TO 20.5.1.

8.3 Salaries

8.3.1 Bargaining unit members shall be paid in accordance with the classified salary schedule which is appended hereto as Appendix B.

15.6.1 The Professional Growth Award program is appended hereto as Appendix C.

15.6.2 Bargaining unit members shall be paid in accordance with the Classified Salary Schedule which is appended hereto as Appendix B. The current projection by the state for a cost of living adjustment (COLA) for 2004-05 is 2.41%. The District will apply 2.41% to the Classified Salary Schedule upon adoption of the 2004-05 State Budget if the 2.41% COLA is included in the state budget. The salary increase will be retroactive to July 1, 2004 for all unit members who are in paid work status on the date this agreement is ratified and approved by both parties.

Proposal for Revised Contract Language
Consideration for Tentative Agreement:

___________________ CSEA ______________________ District __________________Date

8.4 Shift Differential

8.4.1 Employees whose work day extends into the evening will be paid a night shift differential as follows:

a. 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.

b. 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.

c. Employees where fifty percent (50%) or more of their weekly work assignment during one semester begins after 1 p.m. will receive a shift differential as indicated in 8.4.1.a or 8.4.1.b. Any employee whose weekly work assignment falls below 50% of 8.4.1.a or 8.4.1.b. will not receive a shift differential.

8.4.2 The night shift differential will remain in effect even though an employee is temporarily assigned to day time hours during the summer, winter, or spring breaks. Employees whose work...
hours are changed *for at least a semester* to day time hours will no longer receive the night-shift differential.

15.6.1 Custodian, Maintenance, Groundpersons 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.

*Deleted:* permanently

*Deleted:* 8.4.3 The District agrees that acceptance of asbestos removal duties is voluntary.
ARTICLE 9

REVIEW OF JOB DESCRIPTIONS AND SALARY SCHEDULES

15.6 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.

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

15.7 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.

9.4 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.

9.4.1 For the 2004-05 Fiscal Year, the District will provide a Classification and Salary Study for all bargaining unit positions that will be completed no later than May 2005. 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. Upon availability of funds, implementation of the study will be considered no earlier than July 2005.

9.6 Proposal for Revised Contract Language

Consideration for Tentative Agreement:

<table>
<thead>
<tr>
<th>CSEA</th>
<th>District</th>
<th>Date</th>
</tr>
</thead>
</table>

ARTICLE 10

EMPLOYEE EVALUATIONS AND PERSONNEL FILES

10.1 Permanent employees shall be formally evaluated at least annually by their immediate supervisor on or before May 1.

10.2 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.

10.3 For permanent employees granted reclassification under Article 9, annual evaluation procedures shall apply.
10.4  A formal evaluation shall be reviewed and discussed by the evaluator with the employee.

10.5  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.

10.6  The person being evaluated and the evaluator shall sign the formal written evaluation.

10.7  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 shall have the right to respond in writing to any part of the evaluation within ten (10) working days prior to the evaluation being placed in the personnel file. Such response shall be attached to the evaluation.

10.8  All formal evaluations shall be in writing and on the District's form attached hereto as Appendix E.

10.9  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 Personnel 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.

10.10  Personnel Files

10.10.1  The Personnel 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.

10.10.2  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.

10.10.3  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.

10.10.4  Information of a derogatory nature, except material mentioned in Section 10.10.2 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.
10.10.5 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.

10.10.6 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 11

WORK YEAR, WORK WEEK, WORK DAY

11.1 The work year shall be July 1 through June 30 inclusive; the work week shall begin any five consecutive days inclusive; the work day shall be eight consecutive working hours. A work week 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.

11.2 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.

11.3 Each employee shall have a fixed, regular and ascertainable minimum number of hours and consecutive work days. Each employee who occupies a less than twelve month position shall, as much as possible within the scheduling restraints of the District, be entitled to a consecutive period of time off.

11.4 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.

11.4.1 "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.

11.4.2 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).

11.4.3 Overtime shall normally be paid in cash, and in the month following the month in which earned.

11.4.3(a): 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.
11.5 The District will not modify a work shift or a work schedule for purposes of avoiding the payment of overtime.

11.6 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.

11.7 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 work day. 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.

11.8 Lunch Period -- All employees covered by this Agreement shall be entitled to an uninterrupted lunch period, scheduled at the approximate mid-point of their work day. 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.

11.9 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.

11.10 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.

11.10.1 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.

11.11 Inclement Weather

11.11.1 An employee who is excused from work due to inclement weather on a normally scheduled work day shall be paid the regular rate of pay for that day. An employee
who would otherwise be on a leave of absence for that day shall be charged under that leave.

11.11.2 An employee who is directed and authorized by the immediate supervisor to work on such a day of inclement weather 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 12

VACATIONS

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

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<th>Years of Service with District</th>
<th>Days of Vacation</th>
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<tbody>
<tr>
<td>1 through 10</td>
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<tr>
<td>11 or more (beginning with July accrual)</td>
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</tr>
</tbody>
</table>

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

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

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

12.5 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.

12.6 Unit members employed less than twelve (12) months shall, whenever possible, use accumulated vacation during non-work periods, however, such unit members shall have the right to request accumulated vacation during other periods.

12.7 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.

12.8 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.

12.9 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.

    12.9.1 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 13

HOLIDAYS

13.1 All probationary or permanent employees a part of the classified service shall be entitled to the following **fourteen (14)** paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.

- 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       Veteran's Day **(Typically the 3rd week in November)***
- Last Thursday in November       Thanksgiving Day **(in lieu, Friday following Thanksgiving)**
- December 24       Christmas Eve
- December 25       Christmas
- One day between December 25 and December 31       Winter Break Holiday
- December 31       New Year's Eve
- 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.

13.2 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.

15.6 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.

15.7 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 13.1 above. In no instances would an employee be paid more than fourteen paid holidays.
ARTICLE 14

EMPLOYEE EXPENSES AND MATERIALS

14.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit members for performance of employment duties.

14.2 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).

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 Physical examinations, when necessary in the course of employment, shall be provided by the District.

14.8 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 IRS for tax purposes.

14.9 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 15

SAFETY

15.1 The District and all unit members will work together to maintain a safe and healthy work environment.

15.2 Unit members shall report in writing perceived unsafe conditions to the Administrative Services Office.

15.4 Safety equipment which is required by the District shall be provided at District expense.

15.5 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.

15.6 No unit member shall be discriminated against as a result of reporting an unsafe condition.

15.7 [Moved from Article 8.4.3: The District agrees that acceptance of asbestos removal duties is voluntary.]

Deleted: Business Office

Deleted: 15.3 Unit members shall immediately report any accident in which potential injury exists.

Deleted: 15.6
ARTICLE 16

PAYROLL DEDUCTIONS

16.1 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.

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

16.3 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.

16.4 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.

16.5 Should a concerted activity as defined in Article 17 by employees covered in this agreement occur, the District may exercise its right to immediately discontinue payroll deductions.
ARTICLE 17

CONCERTED ACTIVITIES

17.1 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.

17.2 The District agrees that it shall not lock-out during the term of this Agreement.

17.3 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.

17.4 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

17.5 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 18

TRANSFERS AND FILLING OF VACANCIES

18.1 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.

18.2 The job announcement will include the job title, description and specific duties, minimum qualifications, assigned job site, number of hours per day, regular assigned work shift times, days per week, months per year, salary range, and the deadline for filing an application.

18.3 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

18.4 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.

18.5 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 Personnel Office and have their names placed on a list for consideration.

18.6 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.

18.7 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 19

COMPLETION OF MEET AND NEGOTIATE

19.1 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 20

SAVINGS PROVISION

20.1 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 21

EFFECT OF AGREEMENT

21.1 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 22

DISTRIBUTION OF AGREEMENT

22.1 Within thirty (30) working days after execution of this Agreement, the District shall print or duplicate and provide without charge a copy of this contract to every bargaining unit employee. 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 23

NON-DISCRIMINATION

23.1 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 24

DURATION AND RE-OPENERs

24.1 This Agreement shall be effective on the date of ratification by the parties and shall continue in full force and effect until June 30, 2006.

24.2 For the 2005-06 fiscal years, the parties may reopen negotiations over Article 8, Compensation and Article XX – Health and Welfare Benefits. In addition, 2005-06 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.

For CSEA: For the Board

__________________________

President

__________________________

Clerk

__________________________

Date

__________________________

Date

CSEA Field Representative
Proposal for Revised Contract Language
Consideration for Tentative Agreement

| CSEA | District | Date |

APPENDIX A

POSITION CLASSIFICATIONS

Classification A

- Americorp/America Reads Project Assistant
- Child Care Center Aide
- Laundry/Equipment Assistant
- Office Secretary I – Financial Aid; Human Resources, EOPS; Maintenance

Classification B

- Child Care Center Teacher
- Laboratory Assistant
- Skills Center Specialist
- Support Staff Assistant

Classification C

- Receptionist
- Technology Services Technician Assistant

Classification D

- Instructional Technology Assistant
- Financial Aid Technician I
- Programs Assistant – CalWorks, Vocational Education; DSP&S

Classification E

- Account Clerk I – EOPS
- Recruitment/Outreach Technician – Financial Aid; Student Services
- Support Staff Specialist – Financial Aid Outreach; Yreka

Classification F

- Accounts Receivable Specialist
- Financial Aid Technician II
- Instructional Technician I

Classification G

- Admissions and Records Technician I
- Assessment Technician
- Bookstore Technician
- Counseling Services Technician
- Custodial/Maintenance/Grounds Specialist

Deleted: Eisenhower Arts Project Assistant II
Classification H
Accounting Specialist
Accounts Payable Specialist
Administrative Secretary I – Career & Technical Education; Foundation; GearUp; Resource Development; Upward Bound;
Library Technical Assistant
Residence Hall Director
Retention Coordinator, SSS
Retention Coordinator/Senior Advisor, Upward Bound
Skilled Maintenance Specialist

Classification I
Assistant Athletic Trainer
Instructional Assistant (Employees hired prior to 6/30/03 will be fall under this classification for seniority purposes)
Instructional Assistant – Biological and Natural Science
Instructional Assistant – Reading; Learning Disability/HTC
Instructional Assistant – Physical Education; Assessment
Instructional Assistant – Technology
Instructional Assistant – Welding
Laboratory Specialist (Employees hired prior to 6/30/03 will be fall under this classification for seniority purposes)
Lab Specialist – Computer
Lab Specialist -- Writing
Program Specialist – Costumer
Program Specialist – Fine Arts
Residence Hall Coordinator
Residence Hall/Retention Activities Coordinator
Tutorial & Support Services Coordinator

Classification J
Administrative Secretary II – Career & Technical Education
Instructional Technician III
Payroll Technician
Program Coordinator, EOPS/CARE
Program Specialist II – Yreka; DSP&S; Athletics
Support Staff Technician

Classification K

Classification L
Skilled Maintenance Technician

Classification M
Mechanic, Heavy Equipment Operator

Classification N
Performing Arts Specialist
Print Shop/Purchasing Specialist
Training Room Specialist
Classification O
- High Tech Access Specialist
- Instructional Network Administrator
- Skilled Craft Technician
- Technology Services Technician

Classification P

Classification Q
- Academic Coordinator – GearUp; Upward Bound
- Custodial Supervisor

Classification R

Classification S

Classification T

Classification U

Classification V
- Grants and Contracts Technician

Classification W

Classification X
- Analyst, Grants and Research
  - Program Grant Coordinator – Foster Care, Kinship Care Education, & Independent Living
  - Program Grant Coordinator – MESA
  - Program Grant Coordinator – GearUp
  - Program Grant Coordinator – HIV Education

Classification Y

Classification Z

Classification AA
- College Store Coordinator
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE

(Adopted 3/6/01; effective 7/1/00)
## Classified Bargaining Unit Salary Schedule

<table>
<thead>
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**Effective:** July 1, 2002

Adopted: February 11, 2003

(Including 3.00% Increase & Extended Ranges P-AA)
APPENDIX C

Article 8, Appendix C, Professional Growth Awards

July 21, 1993

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 inservice 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.__________________________
   e. 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.

Deleted: Disapproved requests may be appealed to the Staff Development Committee. The recommendation of the Staff Development Committee will be considered by the President who will make the final determination.
3. Each employee shall be responsible for submitting all documents necessary to apply for the award. Completion of course work, workshops, inservice 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.

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. Successful completion of coursework shall be determined by a letter grade of “C” or better, or a “Credit” grade in any class that issues only a “Credit/No 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.
5. Award
   1. An employee who has accumulated sixty (60) points shall be awarded a one time payment of $475.00.
   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 or certification.
Proposal for Revised Contract Language
Consideration for Tentative Agreement:

___________________ CSEA  ______________________ District __________________ Date

Deleted: Appendix D

Side Letter

The District and CSEA agree to put the Reclassification Procedure on hold and agree to a classification study at the District’s expense to be completed no later than January 1, 1999; with commencement of negotiation on the results of the study no later than 60 days following completion of the study.

In the event the study cannot be completed no later than January 1, 1999, the District shall notify CSEA as soon as it is notified of that fact.
**College of the Siskiyous**  
**Classified Performance Appraisal**

<table>
<thead>
<tr>
<th>Employee:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Supervisor:</td>
<td>Annual 3 month 7 month 11 month</td>
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</table>

Circle one: Self-Evaluation Evaluation by Supervisor

**Part I - 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 or 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.

<table>
<thead>
<tr>
<th>Optional Employee Self-Evaluation</th>
<th>Job Performance Criteria</th>
<th>Supervisor Evaluation</th>
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<tbody>
<tr>
<td>Rating</td>
<td>Employee Comments</td>
<td>Supervisor Comments</td>
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<td>Quality of Work</td>
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<td>• Time management</td>
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<p>| Quantity of Work | | |
| • Completes work in time assigned | | |
| • Continues working when | | |</p>
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<th>things go wrong</th>
<th>• Output</th>
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<th>Optional Employee Self-Evaluation</th>
<th>Job Performance Criteria</th>
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<td>Rating</td>
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<td>Problem Solving Skills</td>
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<td>• Identifies problem areas</td>
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<td>• Suggests realistic solutions</td>
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<td>• Initiates improvements</td>
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<td>• Sets priorities appropriately</td>
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<td>Human Relations Skills</td>
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<td>• Relates effectively with students</td>
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<td>• Relates effectively with peers</td>
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<td>• Demonstrates sensitivity to and understanding of the diverse socioeconomic, cultural, and ethnic backgrounds of staff and students</td>
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<td>• Relates effectively with supervisors</td>
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<td>Knowledge of Required Work</td>
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<td>• Understands work to be performed</td>
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<td>• Has sufficient knowledge to perform work at this time</td>
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<td>• Continues to update work knowledge</td>
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<td>• Applies technical, professional knowledge to the job requirements</td>
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<td>Work Attitude</td>
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<td>• Willing to attempt new approaches</td>
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<td>• Personal appearance is appropriate to assigned work</td>
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<td>• Ability to handle stressful work situations</td>
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<td>• Is motivated and puts forth effort to accomplish</td>
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<td>• Operates equipment safely</td>
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### Part 2 - Goals and Training

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<td>Training needs or suggestions for ways to improve</td>
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### Part 3 - Signatures

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<tr>
<td>Administrator (if necessary):</td>
<td>Date:</td>
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<td>I certify that this report has been discussed with me. I also understand my signature</td>
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<td>below does not necessarily indicate agreement, and that I may make written comments</td>
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<td>about this evaluation which will be attached and made a part of my permanent personnel</td>
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<td>file. I have been given the option of completing a self-evaluation. I understand that</td>
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<td>I will receive a copy of this evaluation.</td>
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<td>Employee:</td>
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In closed personnel session, the committee will recommend the following to the Superintendent/President: (1) approval or rejection of the classification and job title requested by the employee; or (2) an appropriate classification and job title for the employee, and (3) the effective date of the reclassification. The Superintendent/President will notify the committee of his/her decision.

9.3.1 If the Reclassification Committee is unable to reach a decision for lack of information, they may (1) request that the employee attend the reclassification session to answer questions or clarify information, or (2) request that the employee’s supervisor attend the reclassification session, or (3) notify the employee in writing that more information is necessary and request a written response within thirty (30) days.

9.3.2 The employee initiating the Reclassification request shall have the right to appear before the Committee with his/her supervisor to clarify the request, present additional information and answer questions.

The Personnel Director will notify the employee in writing of the President’s decision. A copy of the notification will be given to the employee’s supervisor. If the reclassification is not granted, the written notification will state the specific reasons for the denial of the request.

9.5 Following an approved reclassification request the reclassified employee will be placed on a range and step that pays no less than the prior range and step. The employee, supervisor and personnel director will develop the new job description.
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