

AGREEMENT

BETWEEN

SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER NO. 581

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**2015-16
2016-17
2017-18**

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ARTICLE 1

AGREEMENT

- 1.1 This is an Agreement made and entered into this 8th day of December, 2015, 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 (Administrative Procedure No. 7500). 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** "Act" means California Government Code Sections 3540-3549.1 (Rodda Act).
- 3.2** "Anniversary Date" shall be defined as the first date of employment for regular employees. This date shall prevail in matters of earned vacation time and for the new employee's probationary period.
- 3.3** "Calendar Year" is January 1 through December 31.
- 3.4** "Classification" 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.
- 3.5** "Classifying" 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.
- 3.6** "Daily Rate of Pay" means the employee's hourly wage multiplied by the employee's daily work assignment in hours.
- 3.7** "Day" is any day when the District administrative offices are open for business.
- 3.8** "Domestic Partners" are two adults who have filed a Declaration of Domestic Partnership with the California Secretary of State and met the requirements of California Family Code Section 297 at the time of filing.
- 3.9** "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.
- 3.10** "Fiscal Year" is July 1 through June 30.
- 3.11** "Grievance" is any complaint related to an alleged violation of the provision of this contract filed by CSEA in accordance with Article 6.
- 3.12** "Hire Date, Seniority" refers to the first day an employee is in paid status in a bargaining unit position.
- 3.13** "Hourly Rate" means hourly compensation, based on 173.33 hours per month of monthly salary.
- 3.14** "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.
- 3.15** "Immediate Supervisor" is the employee outside the CSEA bargaining unit having direct supervisory authority over the employee.
- 3.16** "Increment Date" is the date of a salary increase.

- 3.17** *"Paid Status"* means any hours during which the employee is compensated by the District.
- 3.18** *"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.
- 3.19** *"Short-term employee,"* in accordance with Education Code section 88003, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification", and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent of a school year.
- 3.20** *"Substitute employee,"* in accordance with Education Code section 88003, means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than 90 calendar days, of one or more substitute employees (See Article 20).

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

ASSOCIATION RIGHTS/ ORGANIZATIONAL SECURITY/ PAYROLL DEDUCTION FOR DUES

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 Release Time

CSEA representatives shall have reasonable release 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.

Each steward, and negotiation team member shall request release 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.

5.3.1 **Negotiations Team:** CSEA will identify no more than 3 members for the Negotiating Team. CSEA will identify one of the team members as the Lead Negotiator. The Lead Negotiator will be responsible for reporting the released time used by members of the negotiations team and will provide a monthly report to the Director of Human Resources.

5.3.2 Negotiating Team members will receive release time for hours of work actually missed. All hours spent for negotiations will be considered as hours in paid status. However, overtime or compensatory time shall not be applicable. Upon mutual consent, negotiation sessions may be scheduled or extended into non-working hours. One (1) hour caucus time prior to or after each negotiating session will be provided to the negotiation team of CSEA.

5.3.3 **Union Stewards:** Members may be designated as union 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. One member will be identified as the Chief Steward. The Chief Steward will prepare a monthly report of all stewards' release time if taken for the Director of Human Resources.

5.3.4 **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 or designee. CSEA shall provide a roster of those employees in attendance at each meeting to Human Resources. Any employee

taking the described released time shall utilize said time only for attendance at the chapter meeting. Failure to do so shall constitute absence without leave, and the employee's salary shall be docked for the period of absence.

- 5.3.5** 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 Chief Human Resources Officer; CSEA representatives to District Committees; delegates to CSEA's annual conference; and a CSEA representative to attend Board of Trustees meetings that happen during their regular work hours..
- 5.3.6** CSEA will be provided use of College/District e-mail, website and/or web page access, voicemail, mailboxes, bulletin boards, meeting rooms, and video conference systems consistent with and subject to current District and College usage policies. A copier code will be provided for CSEA use and billed at the personal copy rate for copies. Those charges will be billed at least annually.
- 5.3.7** Following updates to the agreement, CSEA shall have the right to conduct a one-hour agreement orientation session for all employees mutually agreed upon time during regular working hours.

5.4 Organizational Security

Article 5.4 protects the rights of individual employees without restricting CSEA's right to require every bargaining unit member, except those who are exempt from these provisions, to pay a fair share service fee.

- 5.4.1** Except as expressly stated herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required, for the duration of this agreement and as a condition of continued employment, to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA.
- 5.4.2** Bargaining unit members shall not be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the bargaining unit member first comes into the bargaining unit.
- 5.4.3** Any unit member who is not a member of the CSEA or does not make application for membership in the Association within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall become a member of the CSEA or pay to the Association a fair share service fee in an amount equal to the amount authorized by Section 3540.1 of the Government Code.
- 5.4.4** In the event a unit member does not pay a service fee directly to the ~~(CSEA)~~ or authorize payment through payroll deduction, the Association may request in writing that the District immediately begin automatic payroll deduction as provided in Education Section 88167. There shall be no charge to the Association for such mandatory fair share service fee deductions.
- 5.4.5** Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to join, maintain membership in, or pay service fees to CSEA shall not be required to join, maintain membership in, or financially support an employee organization as a condition of employment. However, such bargaining unit members shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to a non-religious, non-labor charitable organization exempt from taxation under Section 510 c (3) of Title 26 of the United States Internal Revenue Code. The authorized organizations are College of the Siskiyous Foundation, United Way, Siskiyou Food Assistance, and Food for the Poor. No exemption is authorized unless the bargaining unit member meets with a local union unit officer

to make a written request to CSEA's legal department and the District receives notification from CSEA that the exemption has been verified by CSEA.

- 5.4.6** The District shall make deductions for dues, service fees, or payment to a charity in accordance with the CSEA dues and service fee schedule from wages of all employees who are members of the bargaining unit. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

The District shall deduct and remit to CSEA service fees for each bargaining unit member who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the Human Resources Office that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

- 5.4.7** The District agrees to remit each month the dues and service fees to CSEA accompanied by an alphabetical list of unit members and home addresses, for whom such deductions have been made, indicating new employees as required by Government Code Section 3546 (f).
- 5.4.8** CSEA's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of the Article that, as a condition of employment in the Siskiyou Joint Community College District, such unit member must either become an Association member, pay a fair share service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement.
- 5.4.9** No individual unit member may file a grievance regarding implementation of Article 5 – Association Rights / Organizational Security. Any dispute as to the amount of the fair share service fee shall be resolved pursuant to the regulation of the Public Employee Relations Board.
- 5.4.10** The State and Local CSEA agree to indemnify and hold the District harmless against any and all liabilities, claims, or actions which may be brought against said District or the District Board of Trustees, individually or collectively, its officers, employees and agents, including reimbursement for all cost, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings arising out of or in connection with this Article.

5.5 Payroll Deduction for Dues/Fees

- 5.5.1** Any employee who has his/her CSEA dues/fees voluntarily deducted shall sign and deliver to the District a salary redirection agreement authorizing specified deductions in accordance with the schedule and options adopted by CSEA. These include membership dues, local union fees, and Victory Club. Such authorization shall continue in effect from year to year unless revoked in writing.

Pursuant to such authorization, the District shall deduct dues/fees from the regular salary check of the employee each month for ten months pursuant to guidelines from the State CSEA Organization. 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.

- 5.5.2** CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5.5.3 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.

5.5.4 Should a concerted activity as defined in Article 19 by employees covered in this agreement occur, the District may exercise its right to immediately discontinue payroll deductions.

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 CSEA involving an alleged violation, misapplication or misinterpretation of the specific provision of this Agreement.
- 6.2** A unit member shall have the right to CSEA representation, or other individual representation of his/her choice at each step of the grievance procedure if requested by the grievant.
- 6.3** Any employee may present grievances relating to a contract dispute to his employer and have such grievances adjusted without the intervention of CSEA as long as adjustment is not inconsistent with the terms of this Agreement. The employer shall not agree to the adjustment or resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
- 6.4** Most grievances arise from misunderstanding or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. 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 and/or responses to a grievance will be free from restraint, interferences, coercion, discrimination, or reprisal.
- 6.5** 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 written agreement.
- 6.6** All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 6.7** If any grievance meeting or hearing must be scheduled during the work 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.
- 6.8** 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.
- 6.9** 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 supervisor shall provide an oral decision on the grievance if mutual agreement is not reached within five days of the grievance presentation.

6.10 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, (Appendix E)" 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. If there is no supervising administrator, the grievance goes to Step 3.
- 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 with a copy to the Superintendent a request for the grievance to proceed to mediation for attempted voluntary settlement. This request shall be submitted within 5 days of the disposition at Step 3 or the deadline for Step 3. 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. The request shall be made within five days after the mediator closes mediation. 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 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 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 and submitted to the Board of Trustees for final action.

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.

6.11 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.

6.12 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 twelve month employees shall be entitled to twelve (12) days or 96 hours of paid sick leave each fiscal 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 need for the absence and/or the ability of the employee to return to work with or without any identified limitations.
- 7.1.4** At the beginning of each year, every regular permanent 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 to a permanent employee by the Board for a Board approved unpaid sick leave of up to 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** 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** 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 as set forth in state law related to Workers Compensation.

- 7.2.2 Upon acceptance of a claim, 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 for the same accident/illness.
- 7.2.3 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.
- 7.2.4 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 illness and/or accident leave has been exhausted.
- 7.2.5 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.
- 7.2.6 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.
- 7.2.7 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.
- 7.2.8 Any employee receiving benefits as a result of this Article may not travel outside the State of California during period of injury or illness unless such travel is authorized in advance by Human Resources.

Effective January 1, 2016, there shall be no restrictions on out of state travel for employees receiving benefits as a result of an industrial accident or injury under this Article.

- 7.2.9 Employees are required to give advance notice regarding their return to work date or an advance notice if they will not be returning on a previously set return date. Advanced notice is at least five days, except in unusual circumstances, such as a change in condition.
- 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 provider. 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 provider 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 provider. The employee shall return to work following a statement of release by said medical provider.

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.

Child Rearing Leave

7.3.5 An employee shall be eligible for paid or unpaid leave of up to sixteen (16) days at the time of birth or adoption of a child. Leave shall initially be charged against Personal Necessity leave if does not otherwise qualify for sick leave. If additional time is desired beyond personal necessity or accumulated sick leave, 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 the time up to the sixteen (16) day limit as unpaid leave except as otherwise provided by FMLA and CFRA.

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.

7.5 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. Unused personal necessity leave entitlement shall not be accumulated from year to year, and will revert to sick leave on June 30th of each year. Personal necessity shall be prorated based on their regular work assignment for less than 12 month/40 hour employees.

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. In addition, personal necessity may be used to attend the service of a person close to the employee who does not meet the immediate family definition.
- 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 3.17 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 Article 3. 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 an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. (Ed Code 87045)

- 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 leave 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 (except due to death of the employee) 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 Effective July 1, 2015, classifications will be reclassified as shown in Appendix A and the Classified Bargaining Unit Salary Schedule will be changed as shown in Appendix B. Active employees as of November 30, 2015 will be eligible for retroactive payment effective July 1, 2015 or to the employee's hire date, if hired after July 1, 2015. Employees' initial placement as of July 1, 2015 on the schedule is in accordance with the agreement between CSEA and the District dated November 13, 2015.

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

8.1.3 The parties will discuss longevity pay as part of 2017-2018 negotiations.

8.2 Movement on the Salary Schedule

Step increments are applied effective July 1st of each year. Employees advance to the next step of his/her classification on July 1, provided he/she was employed by the District prior to January 1, of the same calendar year.

8.3 Shift Differential

8.3.1 Employees whose workday extends into the evening will be paid a night shift differential as follows:

8.3.1a. 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.

8.3.1b. 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.

8.3.1c. 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.

8.3.2 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.

8.3.3 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.

8.3.4 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 health and welfare benefits (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** Effective July 1, 2015, bargaining unit employees working more than 28 hours per week shall receive District-assisted health and welfare benefits as follows: medical, dental and vision coverage. For employees who are currently enrolled in the District health plans, coverage will continue even though their assignment may be reduced to 28 hours or fewer. For employees who elect to reduce their assignment to 28 hours or fewer per week, district benefits shall cease on the last day of the month the employee's assignment is more than 28 hours.
- 9.1.1a.** Employees who are laid off and rehired must work more than 28 hours per week after rehire to be eligible for health and welfare benefits, regardless of their assignment prior to layoff.
- 9.1.1b.** Employees whose employment terminates due to resignation, retirement, or for any other reason, and who are subsequently rehired, must work more than 28 hours per week after rehire to be eligible for health and welfare benefits, regardless of their assignment prior to termination of their employment.
- 9.1.1c.** Short-term and substitute employees as defined in Education Code Section 88003 will not be eligible for health and welfare 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 Health and Welfare Benefits Committee.

9.2 Insurance Cap

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 will remain in place until another agreement is reached.

- 9.2.1** Health and welfare costs that exceed the negotiated cap amount will be paid by active employees.
- 9.2.2** The maximum contribution stated below 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.
- 9.2.3** Effective October 1, 2015, the District contribution to benefits will be based on a four tier rate. The District contribution to benefits will be as follows for eligible, full-time employees:
- a. Employee only: \$9,117 per year
 - b. Employee plus spouse: \$14,757 per year
 - c. Employee plus child(ren): \$13,509 per year
 - d. Employee plus family: \$21,573 per year

- 9.2.4 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.
- 9.2.5 Benefits Savings Fund: The Health and Welfare Benefits Committee will review the balance and make recommendations on the use of these funds.

9.3 Continuation of Benefits

- 9.3.1 Bargaining unit employees on paid leave shall continue to receive insurance coverage as specified.
- 9.3.2 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.
- 9.3.3 Bargaining unit employees on unpaid leave extending beyond thirty (30) calendar days shall not receive insurance coverage except as specified in law and the contract.
- 9.3.4 Health and Welfare 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.

9.4 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:

- 9.4.1 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.
- 9.4.2 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.
- 9.4.3 Retirees participating in District plans must enroll in Medicare at their own expense prior to their 65th birthday and provide documentation to the District.

9.65 Health Benefits Committee

9.5.1 Purpose

The Health Benefits 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.

9.5.2 Membership

The Committee membership shall include two representatives from each bargaining unit and two representatives from the unrepresented employees. The Superintendent/President will designate two District representatives.

9.5.3: Miscellaneous

The Committee shall meet at least quarterly.

The District shall provide an annual report on insurance accounts, if any, to the Health Benefits Committee.

9.6 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.

10.1a. When a job description is revised, the District will provide the revised job description to those currently working in the classification and the CSEA Negotiations Team. The proposed revisions will be discussed by CSEA with those within the classification.

10.2 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.

10.3 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 when mutually agreed upon and no more frequently than every six years. However, the parties may agree to a study of particular positions because adjustments have been made to classifications, job descriptions or salary for bargaining unit positions during the 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.

10.4 Working Out of Class

Out-of-class work is work in a higher classification performed by a unit member when:

10.4.1 The work is inconsistent with the unit member's job duties;

10.4.2 The employee performs the work for more than five working days within a 15 calendar day period.

The salary of a unit member who is working out of class will be adjusted upward for the period he or she is working out of class in amounts that reasonably reflect the duties required to be performed outside the unit member's normal duties. Where the unit member is performing out-of-class duties of a higher classification, he or she will be placed on the lowest step of the out-of-class salary range that represents at least a 5% increase above the unit member's current salary for the hours that he or she is performing out-of-class work.

10.5 Reclassification Process

10.5.1 Unit members, CSEA, or the District may request a classification study of an existing position(s) by presenting an application together with a statement of reasons for requesting the study to the Director of Human Resources. Applications are available at the Human Resources Office or website. Requests will be accompanied by a statement of the current authorized duties of the position(s) and any requested changes.

10.5.2 A unit member, CSEA, supervisor or the District, may submit a reclassification request by March 1 of each year.

- 10.5.3** Completed applications will be reviewed by an appointed committee consisting of two classified employees, one management employee, and one representative from Human Resources.
- 10.5.4** The committee will complete its review of any applications by May 31. The committee will make a recommendation to Cabinet based on its review. The recommendation may include information such as: whether the position should be reclassified to an existing or new position, what the new duties should be and whether the salary should change (increase or decrease). If the committee cannot reach an agreement, the position will remain at its current classification.
- 10.5.5** Cabinet will complete its review of the reclassification application and committee recommendation by July 15. If Cabinet determines that a reclassification is appropriate, it will make a recommendation to the Board of Trustees. The Board will make its decision by October 1.
- 10.5.6** A reclassification will be effective retroactive to March 1.
- 10.5.7** If a reclassification request is denied, the employee will resume duties within the employee's existing classification. There is no appeal process for employees who do not agree with a reclassification decision. However, an employee may request a reclassification again in future years.
- 10.5.8** Except for any violations of the procedure set forth in this Article, decisions by the committee, Cabinet, or the Board of Trustees regarding whether to reclassify a position shall not be grieved under the grievance procedure.

ARTICLE 11

EMPLOYEE EVALUATIONS, DISCIPLINE AND PERSONNEL FILES

11.1 Probationary Period

For new classified employees, the first twelve months from the date of employment is the probationary period.

11.2 Probationary Employee Evaluations

11.2.1 A performance evaluation shall be completed for each probationary employee by the immediate supervisor by the end of the third (3rd), seven (7th), and eleventh (11th) months of continuous employment.

11.2.2 A more frequent probationary report may be required if ratings have indicated unsatisfactory performance.

11.2.3 The supervisor is required to discuss the evaluation with the probationary employee, unless the employee is unavailable.

11.2.4 The evaluation report must be signed by the supervisor and should be signed by the employee.

11.2.5 If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form.

11.2.6 The supervisor shall provide the employee with a copy of the signed evaluation, and shall immediately forward the completed evaluation to the reviewer.

11.2.7 The reviewer will forward the evaluation to Human Resources for placement in the employee's personnel file.

11.2.8 All evaluations shall be based on job related criteria and shall include specific recommendations for improvement, when appropriate.

11.2.9 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 responses shall be attached to the evaluation and placed in the personnel file.

11.3 Dismissal of a Probationary Employee

If any evaluation results in a recommendation to dismiss the probationary employee, he/she shall be given written notice by the Superintendent/President. Probationary employees can be dismissed at any time without right of hearing.

11.4 Permanent Employee Evaluations

11.4.1 Permanent employees shall be formally evaluated at least annually by their immediate supervisor and/or appropriate management personnel by the last working day of the month in which the unit member was hired.

11.4.2 The supervisor is required to discuss the evaluation with the employee, unless the employee is unavailable.

- 11.4.3 The evaluation report must be signed by the supervisor and should be signed by the employee.
- 11.4.4 If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form.
- 11.4.5 The supervisor shall provide the employee with a copy of the signed evaluation, and shall immediately forward the completed evaluation to the reviewer.
- 11.4.6 The reviewer will forward the evaluation to Human Resources for placement in the employee's personnel file.
- 11.4.7 All evaluations shall be in writing and on the District's form attached hereto as Appendix D, and be based on job related criteria and shall include specific recommendations for improvement, when appropriate.
- 11.4.8 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.
- 11.4.9 For permanent employees granted reclassification under Article 10, permanent employee evaluation procedures shall apply.

11.5 Unsatisfactory Rating

Any rating by a supervisor of "Unsatisfactory" 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 "Unsatisfactory" on a formal evaluation, a special evaluation may be required at the end of two (2) months following the evaluation.

11.6 Employee Requested Review

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.

11.7 Additional Evaluation

Additional Evaluations may be required at any time by the Superintendent/President or designee. The employee will be notified of any work deficiencies in advance of additional evaluation(s).

11.8 Progressive Discipline

Traditional disciplinary actions may range from informal conversations to formal discharge. An effective, reasonable system of disciplinary action is founded on the premise that the actions are to be corrective rather than punitive, the actions are progressively more severe, and the actions fit the nature of the problem. This last premise recognizes that the response to certain first-time serious offenses may not be the action usually prescribed as an initial step in the normal progressive discipline process. A serious offense could endanger the employee, fellow employees or others, and may call for immediate suspension pending further investigation.

A typical progressive sequence of disciplinary actions is described below

11.8.1 Counseling

Counseling is the initial action taken, usually by the supervisor, to assist an employee in clarifying and remedying a discipline problem. Counseling in a broad sense includes any informal discussion with employees designed to assist them to fully develop their skills and abilities. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information, or solve problems.

11.8.2 Verbal Warning

Verbal warnings are given by supervisors when counseling has failed to produce the desired changes or when the employee's conduct warrants a more substantial initial step. A verbal reprimand provides notice to the employee that his or her performance or behavior must be improved. The warning defines the areas in which improvement is required, establishes goals leading to this improvement, and informs the employee that failure to improve will result in more serious action.

The supervisor makes a note of the date, time and content of the warning in an email to the employee. However, no record is placed in the employee's permanent personnel file unless subsequent action is necessary.

11.8.3 Written Reprimand

A written reprimand is a formal notice to an employee that further disciplinary action will be taken unless his or her behavior or performance improves. The written reprimand is essentially the same as the verbal warning. It advises the employee in writing of the consequences of failing to improve his or her performance.

The supervisor should keep a copy of the written reprimand, provide the original to the employee and forward a copy to Human Resources for the official personnel file.

The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

11.8.4 Suspension

Suspension is the temporary removal of an employee from his or her duties, usually without pay. A suspension is normally imposed in cases involving gross misconduct or chronic behavioral problems for which there seems to be no other appropriate response.

11.8.5 Demotion

A demotion is involuntarily moving the employee into a lower paying classification.

11.8.6 Discharge

Discharge is the permanent removal of an employee from service.

11.9 Personnel Files

11.9.1 The Human Resources Office shall establish and maintain locked file(s) for each classified employee. The confidential file(s) shall be the official District repository for classified evaluation records. A locked working file may also be kept by administrators and supervisors. 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.

11.9.2 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.

11.9.3 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.

11.9.4 Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments.

11.9.5 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 through 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 workdays. Each employee who occupies a less than twelve-month position shall have their schedule set within the scheduling restraints of the District.
- 12.3.1 Flexible Schedule**
The District may establish a flexible work schedule for unit members assigned to the programs supporting theater, music, athletics or other student activities where support of scheduled programs, activities or events requires flexible working hours or days.
- 12.3.2** The flexible work schedule, not to exceed five (5) workdays or (40) hours in a work week, shall be as assigned by the District with employee input and based on District needs. At least one (1) month prior to the beginning of each semester, unit members will review with their supervisor a written schedule indicating the days and hours the employee is assigned to work during the upcoming semester.
- 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. If a unit member exceeds 60 hours of compensatory time, they will be paid for the amount in excess. 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 except as provided in this Article.
- 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** If the District elects to offer an alternate work schedule during the summer, a bargaining unit employee may elect to work the alternate schedule with supervisor approval.
- 12.10.1** When an alternate work schedule is established the overtime rate shall be paid for all hours worked in excess of the established hours for the work day of the alternate schedule and 40 hours in a work week. Employees authorized to perform overtime work will be paid at one and one-half times the regular rate of pay.
- 12.11 Campus Closure for Inclement Weather or Other Unplanned 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. In addition to regular pay for working on a closure day, the employee will receive compensation either paid or compensatory time off equal to one and one-half times the employee's regular rate of pay for a total compensation of two and one-half times regular pay.

12.11.3 Section 12.11 applies to unplanned campus closures. When classes are cancelled but the campus is open, this section does not apply and employees who are scheduled to work must use leave in the event of an absence.

ARTICLE 13

VACATIONS

13.1 Eligibility

All unit members shall earn paid vacation time in accordance with this article except those unit members who are terminated prior to serving six (6) months in the District. Those unit members shall not be entitled to vacation time according to California Education Code Section 88197.

13.2 Vacation Accrual

Vacation time for full-time forty (40) per week employees hired before October 1, 2015, shall be earned and accrued on a monthly basis in accordance with the following schedule:

Years of Service		Hours Earned		Days Earned
From	To completion of	Per Month	Per Year	Per year
0	7	11.33	136	17
8	10	13.33	160	20
11	20	14.66	176	22
20	Thereafter	15.33	184	23

Vacation time for full-time forty (40) hour per week employees hired on or after October 1, 2015, shall be earned and accrued on a monthly basis in accordance with the following schedule:

Years of Service		Hours Earned		Days Earned
From	To completion of	Per Month	Per Year	Per year
0	5	6.66	80	10
6	7	10	120	15
8	10	13.33	160	20
11	20	14.66	176	22
20	Thereafter	15.33	184	23

- 13.2.1** Unit members working less than full-time shall be entitled to vacation accrual at the same ratio as their work schedule bears to the accrual level of the full-time unit member.
- 13.2.2** A unit member must work or be on paid leave of absence in order to earn full vacation accrual for that month. A unit member in a paid status for less than a month shall accrue vacation at the ratio calculated for each hour of paid service as his/her allowance would be on a regular work basis.
- 13.2.3 Accrual Limits:** Effective June 30, 2016, no full-time unit member shall accrue more than 30 days or 240 hours of vacation. Accrual limits for less than full-time unit members shall be at the same ratio as their work schedule bears to the accrual limit. Vacation accrual will cease once limit is reached.
- 13.2.4 Vacation Plan:** Any full-time unit member whose vacation accrual reaches 25 days or 200 hours or any part-time unit member whose vacation accrual reaches the same ratio as their work schedule bears to 25 days or 200 hours shall submit a vacation leave plan to their immediate supervisor which shall include a plan for use of their entire current year accumulation. A copy of the plan shall be submitted to the Human Resources Office.

For the 2015-16 academic year only, unit members who are or will be over the accrual limit as of June 30, 2016, will work with their supervisors to schedule vacation to reduce their accrued vacation time to below the limit. Unit members will submit a plan to the supervisor on or before

October 1, 2015 to reduce their accrued time below 30 days as of June 30, 2016. Ten month employees have until December 31, 2016 to reduce their accrued vacation below the limit.

13.3 Vacation Scheduling

- 13.3.1** Vacation requests by a unit member shall be submitted in advance to the employee's immediate supervisor for approval. While the District will make reasonable efforts to approve vacation requests that are convenient for the employee, it reserves the right to disapprove requests based on the District's operational needs. The District will make every effort to approve vacation requests submitted at least three (3) weeks in advance.
- 13.3.2** Each employee is encouraged by the District to use earned vacation on an annual basis.
- 13.3.3** Any paid holiday to which a unit member is entitled shall not be charged as a day of vacation.
- 13.3.4** Vacation leave may be used to extend sick leave when necessary.
- 13.3.5** Unit members employed less than twelve (12) months shall use accumulated vacation only during periods they are in paid status.
- 13.3.6** 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.

13.4 Vacation Pay

Pay for vacation days for all bargaining unit members shall be the same as that which the bargaining unit member would have received had he/she been in a working status, exclusive of overtime. Vacation pay shall be based upon the regular rate of pay for the employee.

13.4.1 Vacation Pay Upon Termination

When a bargaining unit member is terminated or resigns for any reason, the bargaining unit member shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

- 13.4.2** If an employee is terminated and had been granted vacation leave which was not yet earned at the time of termination of his/her services, the District shall deduct from that employee's final pay warrant, the full amount of salary which was paid for such unearned days of vacation taken.
- 13.4.3** All vacation pay shall be included in the final paycheck, providing there is thirty (30) days' notice. When less than thirty (30) days' notice is provided the bargaining unit member shall be paid no later than the next regular pay period.

13.5 Leave Balance Reporting

- 13.5.1** The District will provide monthly reports to employees showing sick leave and vacation accumulation and use.
- 13.5.2** Unit members and their immediate supervisor will receive notification from Human Resources when accumulation limits are reached.
- 13.5.3** By August 1st, the District will provide each unit member with their final leave report for the previous fiscal year. It is the responsibility of the unit member to report any discrepancies in that report by September 1st or the record will be considered correct.

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 4 th is on a Saturday and 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	Winter Break Holiday
(When Christmas falls on a Saturday or Sunday, the third day will be on the January 2)	

Any day appointed by the President or Governor of California (EX 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 as 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 sixteen paid holidays.

ARTICLE 15

LAYOFF

15.1 DEFINITIONS

- 15.1.1** 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:
- 15.1.1.1** 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.
 - 15.1.1.3** A reduction in hours of employment or assignment to a class or grade in which the employee previously held permanence, voluntarily consented to by the employee, in order to avoid interruption of employment layoff.
- 15.1.2** A "reemployment right" is the right to the next vacant position in a classification in which the laid-off employee held permanent status 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 lay 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 first date of paid service within the classification.
- 15.2.1.a: If two or more employees subject to layoff or reemployment possess equal class seniority, precedence shall be determined by the earliest first date of paid service as a regular classified employee with the District. If first date of paid service seniority is equal, precedence shall be determined by the highest placement on the salary schedule within the classification scale. In the event there is still equal seniority, precedence shall be determined by lot.
- 15.2.2** Seniority or length of service for layoff purposes shall be calculated on the basis of first date of paid service in 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.

15.2.4 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 shall notify in writing any employee(s) subject to layoff and CSEA of the noticed layoff not less than sixty calendar days prior to the effective date of the layoff. Layoff notices shall specify the reason(s) for layoff and shall identify by name and classification the employee(s) whose layoff is anticipated and his/her bumping rights, if any, and reemployment rights. CSEA shall have the right to consult with the District during the sixty-day period to review the noticed layoff including the manner and order of layoff and the exercise of bumping 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, email 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 in a position that they held permanent status in over all other candidates for a position vacancy.

- 15.4.6** 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.
- 15.4.7** 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.
- 15.4.8** A permanent employee who is laid off and is subsequently reemployed within 39 months shall have all rights and privileges restored. In the event that a probationary employee is served with a layoff notice, laid off, and subsequently reemployed pursuant to layoff reemployment rights, the employee will serve a full probationary period upon reemployment. Upon reemployment after layoff the probationary employee's hire date will be the first date of reemployment plus actual time served in the probationary position prior to layoff. Except for the hire date, all other rights and privileges for a probationary employee shall begin with the reemployment date.

15.5 BUMPING RIGHTS

- 15.5.1** In lieu of being laid off, an employee may elect to bump into 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** An employee must notify the District in writing of the employee's intent to bump no later than the meeting held to resolve bumping rights.
- 15.5.3** Any employee bumping pursuant to this section shall be placed on the step of the salary range of the classification to which he/she bumps 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, bumped into a lower classification or took 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 MATERIAL

- 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 in accordance with procedure.
- 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.
- 17.7 The District shall provide periodic in-service training to employees on matters related to health and safety. Unit member must attend any training that is required for their position.

ARTICLE 18

PAYROLL DEDUCTIONS

- 18.1** 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.
- 18.2** It is agreed that neither any employee nor CSEA 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.

ARTICLE 19

CONCERTED ACTIVITIES

- 19.1** It is agreed and understood that there will be not strike, work stoppage, slow-down, (or related picketing) or refusal to fully 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 iwht the provisions of this Agreement and to make every effort toward inducting 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

FILLING OF VACANCIES

20.1 Filling of Vacancies

Whenever an existing bargaining unit position becomes vacant, the District may abolish the position, modify the position, reduce the hours of the position, or combine duties with another position or positions, subject only to any District obligation to bargain the salary of a reclassified position.

20.2 Posting of Vacancies

When bargaining unit positions become vacant, job announcements shall be published and shall be distributed to CSEA and all divisions and departments, through the use of e-mail, posting on the web or bulletin boards or other appropriate methods of communication or combination of methods as the District sees fit that reasonable ensure every unit member has been notified. Openings shall be announced for a minimum of five (5) working days.

20.2.1 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 Substitute Employees

The District will not fill any unit vacancy with substitute employee(s) for more than ninety (90) calendar days while a search is in progress for a replacement for the position, unless one or more of the following provisions exist:

20.3.1.a an MOU is in place with CSEA that delineates an extension to the 90 calendar day limit.

20.3.1.b the substitute is hired due to an approved leave (i.e. medical, educational, etc.)

20.3.1.c the substitute is hired to fill the position vacancy that occurred as a result of a promotion as described in Article 20.5.

20.3.2 When a person serves under a substitute appointment, and is subsequently employed in the vacant position, the District shall include such period of employment towards an increment of salary. In addition, sick leave and vacation entitlement shall be computed retroactively. The initial hire date of the substitute into that classification shall be used to determine leave accrual and eligibility for salary increment.

20.4 Hiring Committee Membership & Interviews for Bargaining Unit Positions:

20.4.1 An employee selected as an interviewee for any recruitment, shall be granted release time to participate in the interview.

20.4.2 At least one (1) unit member shall be included on the interview committee for any recruitment for a classified bargaining unit position. 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.

20.5 Promotional Opportunity:

- 20.5.1** Unit members may apply for any announced vacancies. An in-house applicant must satisfy the minimum qualifications announced for a position and follow the same application procedure required for all other applicants. A unit member accepting a promotion becomes probationary for a period of six (6) months in the new position.
- 20.5.2** Unit members who make timely application for a promotional opportunity under Section 20.5.1 and whose training and ability demonstrate that they are qualified for such promotion shall be given consideration for promotion and the opportunity for an interview for the position.
- 20.5.3** A permanent unit member who acquires probationary status as the result of a promotion shall retain permanent status in his/her former classification until completion of the six (6) month probationary period in the new classification. At any time during the probationary period, the unit member will be returned to his/her former classification with all previous rights and privileges.

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 requests a print copy.

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

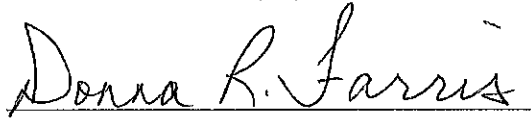
26.1 This Agreement shall be effective on the date of ratification by the Classified Bargaining unit and the Board of Trustees shall continue in full force and in effect until June 30, 2018.

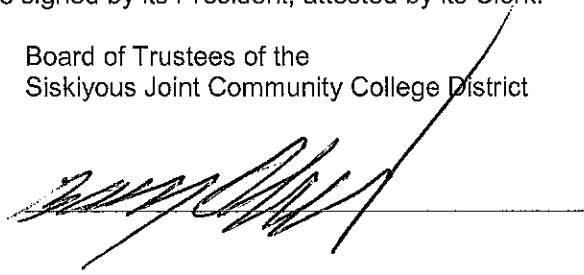
26.2 Negotiations are closed for 2015-16 and 2016-17 except that for the 2016-17 year, either party may reopen on Article 9 (Health Benefits) including plan options. For the 2017-18 year, each party may reopen Article 8 (Compensation), Article 9 (Health Benefits) including plan options and up to two additional articles of each party's choice. 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 Employee Association

Board of Trustees of the
Siskiyous Joint Community College District





APPENDIX A

POSITION CLASSIFICATIONS

PRESENT CLASS

PROPOSED CLASS

ACADEMIC ADVISING

ACADEMIC ADVISOR

ACADEMIC ADVISING - EOPS/CARE

ACADEMIC ADVISOR

ACADEMIC ADVISOR - SSS

ACADEMIC ADVISOR

STUDENT SERVICES ADVISOR - UP BOUND

ACADEMIC ADVISOR

ACCOUNT CLERK 1 - BOOKSTORE

ACCOUNT CLERK I

ACCOUNT CLERK 1 - BUSINESS OFFICE

ACCOUNT CLERK II

ACCOUNT CLERK 3 - BUSINESS OFFICE

ACCOUNTING TECHNICIAN

ADMINISTRATIVE SECRETARY - UP BOUND

ADMINISTRATIVE ASSISTANT I

PROGRAM SPECIALIST 2 - DSPS

ADMINISTRATIVE ASSISTANT I

ADMINISTRATIVE SECRETARY - CTE

ADMINISTRATIVE ASSISTANT I

PROGRAM SPEC 2 – LEARNING RESOURCES

ADMINISTRATIVE ASSISTANT II

ADMINISTRATIVE SPEC - DSPS

ADMINISTRATIVE ASSISTANT II

ADMINISTRATIVE SPECIALIST - PIO FOUNDATION

ADMINISTRATIVE ASSISTANT II

ADMINISTRATIVE SPECIALIST

ADMINISTRATIVE ASSISTANT II

ADMINISTRATIVE SPECIALIST II

ADMINISTRATIVE ASSISTANT III

ADMINISTRATIVE SPECIALIST II

ADMINISTRATIVE ASSISTANT III

PROGRAM SPECIALIST 2 - DSPS

ALTERNATIVE MEDIA AND DISABILITIES SPECIALIST

INSTRUCTIONAL SUPPORT SPECIALIST 3-ATHLETICS

ATHLETIC EQUIPMENT AND FIELD SPECIALIST

ADMINISTRATIVE SPECIALIST-KINESIOLOGY

COORDINATOR - ATHLETICS

ADMINISTRATIVE SPECIALIST-NURSING

COORDINATOR - NURSING

PROGRAM SPEC 2 - ASC

COORDINATOR- TUTORING SERVICES

CUSTODIAN

CUSTODIAN

CUSTODIAN

CUSTODIAN

CUSTODIAN - YREKA

CUSTODIAN

CUSTODIAN

CUSTODIAN

CUSTODIAN	CUSTODIAN
GRANTS COORDINATOR	GRANTS DEVELOPMENT ANALYST
GROUNDSKEEPER	GROUNDSKEEPER / MAINTENANCE SPECIALIST
INFORMATION SYSTEMS TECHNICIAN 2	INFORMATION SYSTEMS TECHNICIAN II
INFORMATION SYSTEMS TECHNICIAN 2	INFORMATION SYSTEMS TECHNICIAN II
INFORMATION SYSTEMS TECHNICIAN 2	INFORMATION SYSTEMS TECHNICIAN III
INSTRUCTIONAL SUPPORT SPECIALIST 2 - THEATER	INSTRUCTIONAL SUPPORT SPECIALIST- ART AND THEATER
ISS2 - WRITING & READING LAB	INSTRUCTIONAL SUPPORT SPECIALIST- BASIC SKILLS
ISS2 TECHNOLOGY/COMP LAB	INSTRUCTIONAL SUPPORT SPECIALIST- COMPUTER LAB
INSTRUCTIONAL SUPPORT SPECIALIST 2 - TECHNOLOGY	INSTRUCTIONAL SUPPORT SPECIALIST- DISTANCE LEARNING
INSTRUCTIONAL SUPPORT SPECIALIST 2 - TECHNOLOGY	INSTRUCTIONAL SUPPORT SPECIALIST- DISTANCE LEARNING
INSTRUCTIONAL SUPPORT SPECIALIST 2-HEALTH SCIENCE	INSTRUCTIONAL SUPPORT SPECIALIST- HEALTH SCIENCE
INSTRUCTIONAL SUPPORT SPECIALIST 2-SCIENCE	INSTRUCTIONAL SUPPORT SPECIALIST- SCIENCE
INSTRUCTIONAL SUPPORT SPECIALIST 2 - WRITING	INSTRUCTIONAL SUPPORT SPECIALIST- WRITING
INSTRUCTIONAL SUPPORT SPECIALIST 2 - LIBRARY	LIBRARY TECHNICIAN
INSTRUCTIONAL SUPPORT SPECIALIST 2-LIBRARY	LIBRARY TECHNICIAN
OFFICE SECRETARY - HUMAN RESOURCES	OFFICE ASSISTANT II
STUDENT SERVICES SPECIALIST 1 - COUNSELING	OFFICE ASSISTANT II
ACCOUNT CLERK 3 - PAYROLL	PAYROLL TECHNICIAN
SKILLED MAINTENANCE TECHNICIAN	SKILLED MAINTENANCE TECHNICIAN
SKILLED MAINTENANCE TECHNICIAN	SKILLED MAINTENANCE TECHNICIAN
MECHANIC/HEAVY EQUIP OPERATOR	SKILLED MAINTENANCE TECHNICIAN
STUDENT SERVICES SPECIALIST 2	STUDENT SERVICES SPECIALIST
STUDENT SERVICES SPECIALIST 2	STUDENT SERVICES SPECIALIST
STUDENT SERVICES SPECIALIST 2 - YREKA	STUDENT SERVICES SPECIALIST
STUDENT SERVICES SPECIALIST 2	STUDENT SERVICES SPECIALIST
STUDENT SERVICES SPECIALIST 2	STUDENT SERVICES SPECIALIST
PROGRAM SPEC 2 - CAMPUS SAFETY	STUDENT SERVICES SPECIALIST - RESIDENCE HALLS

**COLLEGE OF THE SISKIYOU
2015-2016
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE**

RANGE	CLASS TITLE		STEP					
			A	B	C	D	E	F
100		Annual	\$25,040	\$25,791	\$26,564	\$27,361	\$28,182	\$29,028
		Monthly	\$2,087	\$2,149	\$2,214	\$2,280	\$2,349	\$2,419
		Hourly	\$12.04	\$12.40	\$12.77	\$13.15	\$13.55	\$13.96
101		Annual	\$25,791	\$26,564	\$27,361	\$28,182	\$29,028	\$29,898
		Monthly	\$2,149	\$2,214	\$2,280	\$2,349	\$2,419	\$2,492
		Hourly	\$12.40	\$12.77	\$13.15	\$13.55	\$13.96	\$14.37
102		Annual	\$26,564	\$27,361	\$28,182	\$29,028	\$29,898	\$30,795
		Monthly	\$2,214	\$2,280	\$2,349	\$2,419	\$2,492	\$2,566
		Hourly	\$12.77	\$13.15	\$13.55	\$13.96	\$14.37	\$14.81
103		Annual	\$27,361	\$28,182	\$29,028	\$29,898	\$30,795	\$31,719
		Monthly	\$2,280	\$2,349	\$2,419	\$2,492	\$2,566	\$2,643
		Hourly	\$13.15	\$13.55	\$13.96	\$14.37	\$14.81	\$15.25
104		Annual	\$28,182	\$29,028	\$29,898	\$30,795	\$31,719	\$32,671

		Monthly	\$2,349	\$2,419	\$2,492	\$2,566	\$2,643	\$2,723
		Hourly	\$13.55	\$13.96	\$14.37	\$14.81	\$15.25	\$15.71
105		Annual	\$29,028	\$29,898	\$30,795	\$31,719	\$32,671	\$33,651
		Monthly	\$2,419	\$2,492	\$2,566	\$2,643	\$2,723	\$2,804
		Hourly	\$13.96	\$14.37	\$14.81	\$15.25	\$15.71	\$16.18
106		Annual	\$29,898	\$30,795	\$31,719	\$32,671	\$33,651	\$34,661
		Monthly	\$2,492	\$2,566	\$2,643	\$2,723	\$2,804	\$2,888
		Hourly	\$14.37	\$14.81	\$15.25	\$15.71	\$16.18	\$16.66
107	Custodian	Annual	\$30,795	\$31,719	\$32,671	\$33,651	\$34,661	\$35,700
		Monthly	\$2,566	\$2,643	\$2,723	\$2,804	\$2,888	\$2,975
		Hourly	\$14.81	\$15.25	\$15.71	\$16.18	\$16.66	\$17.16
108		Annual	\$31,719	\$32,671	\$33,651	\$34,661	\$35,700	\$36,771
		Monthly	\$2,643	\$2,723	\$2,804	\$2,888	\$2,975	\$3,064
		Hourly	\$15.25	\$15.71	\$16.18	\$16.66	\$17.16	\$17.68
109		Annual	\$32,671	\$33,651	\$34,661	\$35,700	\$36,771	\$37,875
		Monthly	\$2,723	\$2,804	\$2,888	\$2,975	\$3,064	\$3,156
		Hourly	\$15.71	\$16.18	\$16.66	\$17.16	\$17.68	\$18.21

110	Account Clerk I	Annual	\$33,651	\$34,661	\$35,700	\$36,771	\$37,875	\$39,011
	Office Assistant II	Monthly	\$2,804	\$2,888	\$2,975	\$3,064	\$3,156	\$3,251
		Hourly	\$16.18	\$16.66	\$17.16	\$17.68	\$18.21	\$18.76
111	Administrative Assistant I	Annual	\$34,661	\$35,700	\$36,771	\$37,875	\$39,011	\$40,181
	Groundskeeper	Monthly	\$2,888	\$2,975	\$3,064	\$3,156	\$3,251	\$3,348
		Hourly	\$16.66	\$17.16	\$17.68	\$18.21	\$18.76	\$19.32
112	Athletic Equipment and Field Specialist	Annual	\$35,700	\$36,771	\$37,875	\$39,011	\$40,181	\$41,387
		Monthly	\$2,975	\$3,064	\$3,156	\$3,251	\$3,348	\$3,449
		Hourly	\$17.16	\$17.68	\$18.21	\$18.76	\$19.32	\$19.90
113	Account Clerk II	Annual	\$36,771	\$37,875	\$39,011	\$40,181	\$41,387	\$42,628
		Monthly	\$3,064	\$3,156	\$3,251	\$3,348	\$3,449	\$3,552
		Hourly	\$17.68	\$18.21	\$18.76	\$19.32	\$19.90	\$20.49
114	Administrative Assistant II	Annual	\$37,875	\$39,011	\$40,181	\$41,387	\$42,628	\$43,907
	Instructional Support Specialist (Art & Theater; Basic Skills; Computer Lab; Distance Learning; Health Science; Science; Writing)	Monthly	\$3,156	\$3,251	\$3,348	\$3,449	\$3,552	\$3,659
	Library Technician	Hourly	\$18.21	\$18.76	\$19.32	\$19.90	\$20.49	\$21.11

115	Coordinator - Tutoring Services	Annual	\$39,011	\$40,181	\$41,387	\$42,628	\$43,907	\$45,224
	Groundskeeper/Maintenance Specialist	Monthly	\$3,251	\$3,348	\$3,449	\$3,552	\$3,659	\$3,769
	Student Services Specialist	Hourly	\$18.76	\$19.32	\$19.90	\$20.49	\$21.11	\$21.74
	Student Services Specialist - Residence Halls							
116	Accounting Technician	Annual	\$40,181	\$41,387	\$42,628	\$43,907	\$45,224	\$46,581
	Coordinator - Nursing	Monthly	\$3,348	\$3,449	\$3,552	\$3,659	\$3,769	\$3,882
	Coordinator - Athletics	Hourly	\$19.32	\$19.90	\$20.49	\$21.11	\$21.74	\$22.40
117	Academic Advisor	Annual	\$41,387	\$42,628	\$43,907	\$45,224	\$46,581	\$47,978
	Administrative Assistant III	Monthly	\$3,449	\$3,552	\$3,659	\$3,769	\$3,882	\$3,998
	Alternative Media & Disability Specialist	Hourly	\$19.90	\$20.49	\$21.11	\$21.74	\$22.40	\$23.07
118		Annual	\$42,628	\$43,907	\$45,224	\$46,581	\$47,978	\$49,418
		Monthly	\$3,552	\$3,659	\$3,769	\$3,882	\$3,998	\$4,118
		Hourly	\$20.49	\$21.11	\$21.74	\$22.40	\$23.07	\$23.76
119	Information Technician II	Annual	\$43,907	\$45,224	\$46,581	\$47,978	\$49,418	\$50,900
	Payroll Technician	Monthly	\$3,659	\$3,769	\$3,882	\$3,998	\$4,118	\$4,242
	Skilled Maintenance Technician	Hourly	\$21.11	\$21.74	\$22.40	\$23.07	\$23.76	\$24.47

120		Annual	\$45,224	\$46,581	\$47,978	\$49,418	\$50,900	\$52,427
		Monthly	\$3,769	\$3,882	\$3,998	\$4,118	\$4,242	\$4,369
		Hourly	\$21.74	\$22.40	\$23.07	\$23.76	\$24.47	\$25.21
121		Annual	\$46,581	\$47,978	\$49,418	\$50,900	\$52,427	\$54,000
		Monthly	\$3,882	\$3,998	\$4,118	\$4,242	\$4,369	\$4,500
		Hourly	\$22.40	\$23.07	\$23.76	\$24.47	\$25.21	\$25.96
122	Information Systems Tech III	Annual	\$47,978	\$49,418	\$50,900	\$52,427	\$54,000	\$55,620
		Monthly	\$3,998	\$4,118	\$4,242	\$4,369	\$4,500	\$4,635
		Hourly	\$23.07	\$23.76	\$24.47	\$25.21	\$25.96	\$26.74
123		Annual	\$49,418	\$50,900	\$52,427	\$54,000	\$55,620	\$57,289
		Monthly	\$4,118	\$4,242	\$4,369	\$4,500	\$4,635	\$4,774
		Hourly	\$23.76	\$24.47	\$25.21	\$25.96	\$26.74	\$27.54
124		Annual	\$50,900	\$52,427	\$54,000	\$55,620	\$57,289	\$59,007
		Monthly	\$4,242	\$4,369	\$4,500	\$4,635	\$4,774	\$4,917
		Hourly	\$24.47	\$25.21	\$25.96	\$26.74	\$27.54	\$28.37
125		Annual	\$52,427	\$54,000	\$55,620	\$57,289	\$59,007	\$60,777

		Monthly	\$4,369	\$4,500	\$4,635	\$4,774	\$4,917	\$5,065
		Hourly	\$25.21	\$25.96	\$26.74	\$27.54	\$28.37	\$29.22
126	Grants Development Analyst	Annual	\$ 54,000	\$ 55,620	\$ 57,289	\$ 59,007	\$ 60,777	\$ 62,601
		Monthly	\$4,500	\$4,635	\$4,774	\$4,917	\$5,065	\$5,217
		Hourly	\$25.96	\$26.74	\$27.54	\$28.37	\$29.22	\$30.10

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.

Degree Advancement Award

1. An employee who completes an advanced degree in a major relating to their employment is eligible for a one-time payment of \$500 for each advanced degree earned on or after July 1, 2015. The advanced degree award is separate from and can be in addition to the accumulated 60 points award. Employees are eligible who progress to a first-time Associate's, a first-time Bachelor's, a first-time Master's, or a first-time PhD.

**APPENDIX D
SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT
CLASSIFIED EMPLOYEE EVALUATION**

The Siskiyou Joint Community College District Classified Employee Evaluation is based on the premise that all employees have a commitment and responsibility to continue to improve their performance. The purpose of the evaluation is to improve employees' job performance, skills, and expertise through a systematic and constructive evaluation system. In addition, the evaluation is used for corrective actions and in making personnel decisions. The Classified Evaluation:

- 1) Provides an opportunity for the supervisor and the employee to mutually develop performance goals; and
- 2) Assists the supervisor in determining areas for improvement.
- 3) Assists the employee in correcting deficiencies.

After the supervisor has rated the employee's performance, a meeting is held with the employee to discuss performance, make necessary plans for improvement, and commend the employee for good performance.

NON-PROBATIONARY EMPLOYEES

All permanent classified employees are to be evaluated at least every year by their immediate supervisor and/or appropriate management personnel by the last working day of the month in which the employee was hired. All evaluations shall be sent to the Human Resources Department within five business days of completion.

PROBATIONARY EMPLOYEES

Probationary employees are to be evaluated by their immediate supervisor by the end of the third (3rd), seventh (7th), and eleventh (11th) months of continuous employment. The evaluation must be conducted in accordance with Article 11 of the Contract.

DEFINITION OF TERMS

Accuracy of Work: The degree to which the employee is accurate in their job tasks.

Adaptability and Flexibility: Employee adapts to changes in circumstances, policies, procedures, and organizational practices; readily accepts new responsibilities and assignments; works effectively during periods of high activity and with varying personality styles; seeks out and utilizes available resources; listens and considers other points of view, ideas, and suggestions; learns and retains new information, policies and procedures.

Attendance: Employee is reliable as demonstrated by arriving on time both to assigned locations and providing proper notice when not going to be in attendance. Consider the employee's arrival and departure from work and time devoted to actual work. Consider the amount of time off for sick leave and personal business. Complies with standards and understands importance of attendance in providing effective service to internal and external customers.

Collaboration: Consider how well the employee fits into their work environment. Does the employee work in harmony and collaborate with others? Is the employee a team player?

Communication: Ability of employee to present accurate information to other employees, peers, and supervisors.

Oral Communication: Effectively gives and receives information in individual and group situations; speaks in a clear, distinct and understandable manner; explains department procedures, services,

programs and activities effectively; listens attentively to what others have to say and can elicit valuable information from others.

Written Communication: Written expression is clear, accurate, concise, and conveys the desired message. Writing style is tailored to the varying forms of communication (instruct, persuade, inform) and the audience; summarizes a set of facts or ideas to be logical, coherent, and clear; composes letters and memos, using appropriate grammar, vocabulary, and sentence structure.

Customer Service: To effectively and efficiently meet the needs of customers by continually assessing performance based on customer feedback; is polite, professional and respectful of others; improves the quality and efficiency of services; actively listens and conveys understanding of customers' requests such that their needs can be anticipated and satisfied; openly communicates needs and problems; displays sensitivity to their sense of urgency.

Decision Making: Analyzes situations effectively; evaluates alternative courses of action and makes logical decisions; uses good judgment and common sense in making decisions; takes appropriate action in a timely manner; anticipates events and responds appropriately.

Dependability/Reliability: Employee can be relied upon to meet work schedules and fulfill job responsibilities and commitments; meets deadlines and follows instructions. Consider the employee's reliability in following instructions and carrying out assigned tasks with minimum direct supervision.

Focus: Able to put aside distractions and stays with a job until complete; able to stick to assignments and get results in spite of difficulties.

Independence: Works with minimal supervision, manages own time effectively, maintains control over all current projects/responsibilities; follows up on all relevant issues.

Interpersonal Skills: Assists and works well with others including members of the public, peers or supervisors with genuine interest and desire; deals effectively and functions cooperatively with others; treats others in a fair, consistent and non-judgmental manner; remains calm under difficult and/or pressure situations.

Initiative: Does the employee make suggestions for improvement in their area or undertake new work when the job at hand is complete without prompting? Is the employee a self-starter? Thinks and acts independently and promptly addresses problems; helps others when needed; takes action beyond explicit job responsibilities; sets high performance goals and originates action rather than just responding to the action of others.

Job Knowledge: Employee possesses necessary knowledge to effectively perform job and is able to apply what they have learned about their job; acquires new knowledge/skills/abilities as required by the job; has knowledge of subject area and related policies, procedures and technical expertise.

Job Skills: Effectively performs the work of the position and assigned area; understands applicable work methods, techniques, policies, procedures and systems; has a general understanding of the organization's beliefs, values, services, policies, and procedures.

Judgment: Able to reason, compare, understand, and think rationally on the job; makes quality work-related decisions based on sound conclusions/data; able to separate facts from opinions.

Listening Skills: Asks meaningful questions and listens closely and respectfully before offering comments.

Planning and Organizing: Uses time efficiently; plans and organizes priorities so that goals can be accomplished; keeps manager/supervisor advised of the status of projects and work assignments; establishes specific action plans to achieve short and long-term goals; identifies key activities necessary to achieve goals;

allocates proper amounts of time and resources to activities and maintains an awareness of inter-relationships between activities.

Problem Solving: Able to identify problems and relevant issues; breaks problem into components; sees relationships and alternative solutions and arrives at sound conclusions through a logical process; uses good judgment and common sense in making decisions; anticipates events and responds appropriately.

Quantity of Work: The extent to which the employee produces an acceptable amount of work in order to meet schedules and deadlines. Consider neatness, skill, thoroughness and accuracy in completing job assignments; shows attention to detail, accuracy, and follow-through; stays with a task or job until it is finished or no longer attainable; maintains effectiveness in spite of rejection or disappointment.

Quality of Work: The extent to which the employee neatly, thoroughly and accurately completes job assignments according to established standards of quality.

Respect: Gains confidence of others and earns respect of peers and supervisors; values diversity and respects opposing opinions.

Responsibility: Consider the employee's sense of responsibility and willingness to carry out assigned duties. Does the employee think and act reasonably? Is the employee able to tell right from wrong?

Safety: Follows established safety practices; corrects unsafe work practices on the job.

Teamwork: Degree to which the employee works effectively and cooperatively with others and other departments in achieving organizational goals; establishes and maintains effective working relationships; accomplishes tasks by working with others and being an effective team player; recognizes how their decisions may impact others; seeks input from others.

Time Management: Employee is prompt in reporting for work and effectively and efficiently uses their time to accomplish their job tasks. Consider the amount and promptness of work produced based on specific job requirements. Does the employee use time wisely?

THE PERFORMANCE EVALUATION MEETING

How the performance evaluation is conducted can be as important as the information that goes into it. Careful preparation and scheduling of the performance evaluation meeting may take a little time, but the results produced are worthwhile. Consider the following in conducting a performance evaluation meeting:

1. Pre-schedule a time to meet with the employee, giving the employee sufficient notice to prepare.
2. Be prepared. Review the employee's job description and review other resources related to the employee's job performance.
3. Give your full attention to the evaluation meeting. Ensure you are in a quiet place where you will not be interrupted. Create a positive atmosphere.
4. Ask open-ended questions.
5. Give honest and constructive work-related feedback.
6. Encourage an interactive discussion on the review and establishment of goals and objectives.
7. Ask the employee what you can do to assist them to be successful.
8. Discuss how you will follow-up with the employee.
9. Close the meeting by thanking the employee for participating.

PERFORMANCE EVALUATION RATINGS

CODE	RATING	DEFINITION
NA	Not Applicable	The evaluation item is not applicable.
U	Unsatisfactory	Employee does not perform their job duties at an acceptable level; performance is clearly inadequate. Immediate corrective measures are required.
NI	Needs Improvement	Employee performs some of the job responsibilities; frequently or regularly falls short of normal acceptable standards and does not meet expectations.
ME	Meets Expectations	Employee routinely meets performance standards. Most employees should fall in this category.
EE	Exceeds Expectations	Employee consistently exceeds performance and is well above normal standards.

SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT

CLASSIFIED EMPLOYEE EVALUATION

Evaluation Period:		to		Date:	Date of evaluation:
Employee Name:					
Department:					
Position Title:					
Reason for Review:	<input type="checkbox"/> Annual <input type="checkbox"/> Probationary <input type="checkbox"/> Other				
Probationary Employees Only:	<input type="checkbox"/> Recommended for Continued Employment <input type="checkbox"/> Not Recommended				

Instructions: Please provide a rating for every indicator below. An explanation must be provided for each rating of "Unsatisfactory." Attach additional sheets if necessary.

I. WORK SKILLS/WORK HABITS <i>Consider as many or as few responsibilities as are necessary to ensure successful job performance.</i>					
1. Quality of Work – Extent of thoroughness and neatness. Employee performs duties in an acceptable manner.	NA	U	NI	ME	EE
a. Demonstrates competence in completing job functions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accurate, neat and thorough in job tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Completes acceptable amount of work on schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Productivity/Organization of Work – Extent to which employee efficiently produces a significant amount of work in a specified time. Organizes work and assignments effectively.	NA	U	NI	ME	EE
a. Develops efficient schedules as work assignments are made.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Uses good judgment in use of supplies, materials and equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Develops long-range plans in job assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Exhibits effectiveness in daily planning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Exhibits high standards and work ethic.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Utilizes available resources to achieve job results.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Prioritizes work and assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Demonstrates organizational skills and ability to multi-task.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Manages time appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Job Knowledge – Extent to which employee has knowledge of job requirements and demonstrates knowledge of work.	NA	U	NI	ME	EE
a. Understands job and related tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Rarely requires extensive job instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Understands purposes and methods of work performed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Reliability – Extent to which employee fulfills responsibilities, meets commitments, and uses time efficiently.	NA	U	NI	ME	EE
a. Completes work on schedule (barring unforeseen disruptions).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Effectively carries out daily assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Prioritizes tasks well.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Attendance/Punctuality – Consider number of absences, work arrival and departures, lunch periods and breaks, use of annual and sick leave in accordance with District policy. Extent to which employee is punctual, has an acceptable attendance record, and observes work hours/attendance.	NA	U	NI	ME	EE
a. Uses sick leave and compensation time appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

b. Maintains good attendance record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Arrives at work on time; does not leave early without authorization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Provides reasonable notice when absent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Independence/Judgment – Extent to which employee works with little or no supervision and accepts accountability for job.	NA	U	NI	ME	EE
a. Rarely needs direct supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Sees a job through to completion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Does not blame others for mistakes or failures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Creativity – Extent to which employee proposes ideas, finds new and better ways of doing things.	NA	U	NI	ME	EE
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Initiative – Extent to which employee seeks new assignments, assumes additional duties when necessary.	NA	U	NI	ME	EE
a. Identifies and corrects problems before they escalate into major issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Often makes workable suggestions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Demonstrates initiative in developing new and improved procedures; able to identify problems and develop appropriate solutions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Adherence to Policy – Extent to which employee follows conduct rules, adheres to and follows District policies and procedures.	NA	U	NI	ME	EE
a. Demonstrates knowledge of District policies related to work assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Adheres to daily work guidelines, safety regulations, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Follows appropriate channels of communication when dealing with students or District personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Accepts District goals and policies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Exercises discretion and confidentiality when dealing with all matters pertaining to personnel and District business. Safeguards confidential and privileged information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Interpersonal Relationships – Extent to which employee is willing and demonstrates the ability to cooperate with coworkers, supervisors, and/or outside contacts.	NA	U	NI	ME	EE
a. Accepts responsibility in building and maintaining positive relationships.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Communicates in a polite, tactful and courteous manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Demonstrates effective listening skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Accepts feedback in a positive manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Communicates concerns/needs in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Participates in problem solving in a positive manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Resolves conflicts professionally.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Work Skills/Work Habits Comments:

II. COMMUNICATION AND INTERPERSONAL SKILLS

How well does the employee get along with other individuals in the performance of job duties? Consider effectiveness of relations with co-workers, supervisor and, if applicable, students and the public. Consider the employee's cooperativeness, tact, and courtesy.

1. Interpersonal Skills	NA	U	NI	ME	EE
a. Exhibits a positive approach toward students..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Values diversity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Relationship with others is appropriate to job setting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Responds to student concerns appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Relates well with other staff. Communication with others is respectful, confidential and professional.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Demonstrates courtesy and professionalism in all communications with the public.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Maintains composure when things are not going as expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Treats all persons with respect and civility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Demonstrates a willingness to work with students, employees, and the public regardless of race, gender, age, disability, sexual preference, gender identity, or other protected class status.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Communication	NA	U	NI	ME	EE
a. Maintains student and staff confidentiality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Practices appropriate telephone and e-mail etiquette.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Demonstrates effective written and oral communication appropriate for job function.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Writes in a clear, concise, well-organized manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Conveys detailed information clearly and effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Communicates concerns/needs in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Communicates in a polite, tactful and courteous manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Prepares written materials utilizing various computer software programs as appropriate to job duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Greets visitors and the public appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Responds to concerns and questions in an effective, professional and courteous manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Peer Relations – Extent to which employee works with and interacts well with co-workers.	NA	U	NI	ME	EE
a. Interaction with co-workers adds to successful completion of assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Exhibits cooperation with co-workers and works well as a team member to accomplish District goals and tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Understands job-related needs of co-workers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Understands and demonstrates professional behaviors and expectations related to interoffice/team working environments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Develops and maintains professional relationships, refrains from discussing information about colleagues, staff and/or students obtained in the course of professional service for other than professional purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Employee maintains composure, demonstrates constraint and self-control in difficult situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Understands contribution to total District effort.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Works well with others to solve common problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Personal Appearance – Consider the employee's overall appearance in connection with the type of work performed. Is the employee's appearance clean and appropriate for their job?	NA	U	NI	ME	EE
a. Personal hygiene and grooming are appropriate to the work place and have no negative effect on work performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Positively represents the District in the work place and public environment; exhibits professional demeanor, including appropriate dress and language.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication and Interpersonal Skills Comment:					

III. PROFESSIONAL JUDGMENT

Consider the extent to which the employee can be counted on to carry out instructions and responsibilities (the degree of supervision necessary to complete work).

1. Decision Making – Extent to which employee demonstrates good judgment/makes reasonable decisions.	NA	U	NI	ME	EE
a. Practices self-control – thinks before acting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Analyzes situations accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Analyzes fiscal resources, human resources and community impact before making decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Researches to obtain knowledge of District’s practices and procedures before making decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Uses good judgment in determining the best way to help customer (staff, students, public, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Adapts Well to Change – Extent to which employee is flexible.	NA	U	NI	ME	EE
a. Performs well in new situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Adjusts to new scheduling and/or changes in schedules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Demonstrates willingness to learn new tasks and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Demonstrates willingness to incorporate new ideas or methods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Exhibits flexibility and adaptability.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Professional Judgment Comments:

IV. JOB COMMITMENT

Consider the extent to which the employee can be depended on to perform their duties without being directed.

1. Performs Duties Willingly	NA	U	NI	ME	EE
a. Personal problems do not affect work performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Provides positive reinforcement to students and staff as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Displays a desire to work with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Accepts Suggestions and Follows Directions	NA	U	NI	ME	EE
a. Considers constructive criticism and makes necessary changes in performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Follows directions of supervisor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Job Commitment Comments:

V. TECHNOLOGY AND EQUIPMENT

Consider the extent to which the employee utilizes technology and equipment to achieve efficiencies in the delivery of their duties.

1. Skill in Technology and Use of Equipment	NA	U	NI	ME	EE
a. Exhibits adequate knowledge of applicable software systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Exhibits proficiency the use of technology systems and software.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Applies technology as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Participates in training needed to have required skill level and increased skill in operation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Properly cares for and maintains technology and equipment if applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Implements technology to improve efficiency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Technology and Equipment Comments:

VI. SAFETY

1. Safety	NA	U	NI	ME	EE
a. Ensures a hazard-free environment for students, staff and him or herself, i.e. locks doors, secures equipment, maintains a clean and orderly workspace, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Follows District safety policies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Equipment and Materials	NA	U	NI	ME	EE
a. Uses equipment and materials with skill and safety.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Practices Safe Work Habits	NA	U	NI	ME	EE
a. Maintains a safe environment in the work place.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Follows safety practices as prescribed by policy and common sense.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Understands and follows safety guidelines associated with equipment, chemicals and other supplies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Promptly reports safety hazards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Safety Comments:

VII. ACCREDITATION STANDARD REGARDING STUDENT LEARNING OUTCOMES

For employees who are directly responsible for student progress toward achieving stated student learning outcomes.

1. Effectiveness in producing student learning outcomes

NA U NI ME EE

a. Effectively assists faculty and others directly responsible for student progress in producing stated student learning outcomes.

VIII. OVERALL COMMENTS AND RATING

Evaluator's Comments: *Note employee's major strengths and accomplishments.*

Areas Needing Improvement: *Include action plans recommended to achieve successful work standard.*

Overall Rating of Employee's Job Performance:

Unsatisfactory Needs Improvement Meets Expectations Exceeds Expectations

What can the employee do to improve his or her performance?

Employee's Comments:

Name of Evaluator

Title

Evaluator's Signature

Date

My signature below indicates I have read this evaluation. It does not indicate that I agree with the evaluation. I understand I have the right to respond in writing within 10 working days. My comments will be attached to the evaluation form in my personnel file.

Employee's Signature

Date

Make 2 copies: 1 for the employee; 1 for the evaluator. Send the original to Human Resources to be placed in the employee's personnel file.

GRIEVANCE FORM – CSEA CHAPTER #581

Filing Date: _____ Date of Informal Presentation: _____

Name of Grievant: _____ Date of Informal Decision: _____

Grievant's Classification: _____ Name of Supervisor: _____

Formal Grievance Step: Step 1 Step 2 Step 3

(For information about the grievance resolution procedure and deadlines, refer to Article 6.)

Specific Contract article(s) that the grievant alleges has been violated, misapplied, or misinterpreted:

Date of alleged violation: _____

Date grievant knew, or reasonably should have known, of the circumstances that form the basis for the grievance: _____

Explain the nature of the alleged violation (use a separate sheet if necessary):

Explain the requested remedy/reason for appeal if Step 2 or 3 (use a separate sheet if necessary):

Grievant's Signature: _____ Date: _____

CSEA Representative: _____ Date: _____

District's Decision (use a separate sheet if necessary):
