



AGREEMENT BETWEEN
SISKIYOU JOINT
COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER NO. 581

2021-2022
2022-2023
2023-2024

Adopted: November 15, 2022



Continues on next page...

TABLE OF CONTENTS

ARTICLE 1: AGREEMENT 1

ARTICLE 2: RECOGNITION..... 3

ARTICLE 3: DEFINITIONS 6

ARTICLE 4: MANAGEMENT RIGHTS & RESPONSIBILITIES..... 8

ARTICLE 5: ASSOCIATION RIGHTS/ORGANIZATIONAL SECURITY/PAYROLL DEDUCTION FOR DUES10

ARTICLE 6: GRIEVANCE PROCEDURE 14

ARTICLE 7: LEAVES..... 20

ARTICLE 8: COMPENSATION 26

ARTICLE 9: HEALTH AND WELFARE BENEFITS..... 29

ARTICLE 10: REVIEW OF JOB DESCRIPTIONS AND SALARY SCHEDULES..... 33

ARTICLE 11: EMPLOYEE EVALUATIONS 37

ARTICLE 12: WORK YEAR, WORK WEEK, WORK DAY 42

ARTICLE 13: VACATIONS..... 48

ARTICLE 14: HOLIDAYS 52

ARTICLE 15: LAYOFF 54

ARTICLE 16: EMPLOYEE EXPENSES AND MATERIAL 58

ARTICLE 17: SAFETY 60

ARTICLE 18: PAYROLL 62

ARTICLE 19: CONCERTED ACTIVITIES 64

ARTICLE 20: FILLING OF VACANCIES 66

ARTICLE 21: PROGRESSIVE DISCIPLINE AND PERSONNEL FILES 68

ARTICLE 22: COMPLETION OF MEET AND NEGOTIATE..... 72

ARTICLE 23: SAVINGS PROVISION..... 74

ARTICLE 24: EFFECT OF AGREEMENT 76

ARTICLE 25: DISTRIBUTION OF AGREEMENT..... 78

ARTICLE 26: NON-DISCRIMINATION 80

ARTICLE 27: DURATION AND RE-OPENERS..... 82

APPENDICES

APPENDIX A: POSITION CLASSIFICATIONS..... 84

APPENDIX B: CLASSIFIED SALARY SCHEDULE 85

APPENDIX C: CLASSIFICATION REVIEW REQUEST..... 89

APPENDIX D: CLASSIFIED EMPLOYEE EVALUATION..... 93

APPENDIX E: EMPLOYEE GRIEVANCE FORM 97

ARTICLE 1

AGREEMENT

- 1.1** This is an Agreement made and entered into this 15th day of November 2022 , 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"), together hereinafter referred to as ("the Parties"). This Agreement is entered into pursuant to the provisions of the Rodda Act, California Government Code Sections 3540- 3549.1.



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ARTICLE 2

RECOGNITION

Acknowledgment – The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix “A,” attached hereto and incorporated by reference as a part of this Agreement. All newly created classified positions, except those that lawfully are management, confidential or supervisory shall be assigned to the bargaining unit.

Scope of Representation - The scope of representation shall be limited to matters as determined by the Public Employment Relations Board, hereinafter referred to as PERB, and provided by law. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

2.1 Exclusions

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

2.2 Other Matters

2.2.1 A Classified Senate was established and approved by the Board on September 11, 2018. The Senate shall be the exclusive representative for matters contained in Assembly Bill 1725 of 1989 (Participatory 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.

2.2.2 Should the Classified Senate for any reason be dissolved, CSEA would resume the responsibility of Participatory Governance.

Move language to Article 20 Filling of Vacancies (20.7)



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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** "Daily Rate of Pay" means the employee's hourly wage multiplied by the employee's daily work assignment in hours.
- 3.6** "Day" is any day when the District administrative offices are open for business.
- 3.7** "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.
- 3.8** "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.
- 3.9** "Fiscal Year" is July 1 through June 30.
- 3.10** "Grievance" is any complaint related to an alleged violation of the provision of this contract filed by CSEA in accordance with Article 6.
- 3.11** "Hire Date, Seniority" refers to the first day an employee is in paid status in a bargaining unit position.
- 3.12** "Hourly Rate" means hourly compensation, based on 173.33 hours per month of monthly salary.
- 3.13** "Immediate Family" means the mother, father, grandmother, grandfather, or a grandchild of the employee, the spouse, or the domestic partner of the employee, 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.

- 3.14** *"Immediate Supervisor"* is the employee outside the CSEA bargaining unit having direct supervisory authority over the employee.
- 3.15** *"Paid Status"* means any hours during which the employee is compensated by the District.
- 3.16** *"Probationary Employee"* a classified employee who has not completed their probationary period.
- 3.17** *"Reclassification"* is the act of moving a position from one classification to another based upon an increase in tasks, and increased responsibility & knowledge.
- 3.18** *"Regular Employee"* a classified employee who has completed their probationary period.
- 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 ninety (90) calendar days, of one or more substitute employees (See Article 20).

ARTICLE 4

MANAGEMENT RIGHTS & RESPONSIBILITIES

4.1 Management Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

- 4.1.1** The executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees;
- 4.1.2** To direct the work of its employees, determines the time and hours of operations and determine the kinds and levels of service to be provided and the methods and means of providing those services.
- 4.1.3** To hire all employees, and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;
- 4.1.4** To establish educational policies, goals and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- 4.1.5** To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

4.2 Exercise of Management Rights

The exercise of the forgoing powers, rights, authority, duties, and responsibility by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

4.2.1 The exercise of the foregoing rights of the Board shall not be subject to review or determination through the provisions of the grievance procedure, Article 6.

4.2.2 The District requires that each employee advise the office of Human Resources of their current home address and mailing address if different and phone number.

4.3 Policy Modifications in Case of Emergency

The District retains its right to amend, modify or rescind policies and practices referred to in this article in case of emergency. For purposes of this article emergency shall include disasters resulting from storms, flood, fire or other calamitous events which affect the health, safety, convenience and welfare of the public or college.

ARTICLE 5

ASSOCIATION RIGHTS/ ORGANIZATIONAL SECURITY/ PAYROLL DEDUCTION FOR DUES

5.1 CSEA Rights

- 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 annually on October 1.
- 5.1.3** Unit members have 15 days to review their seniority calculations and request clarification from the Human Resources Department via email.
- 5.1.4** 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.
- 5.1.5** Any notification required by this Agreement or by law shall be made in writing and delivered to the CSEA campus mailbox and/or to the CSEA Chapter President's email.
- 5.1.6** Any notices delivered to the District by CSEA shall be delivered to the Superintendent/President's campus mailbox or email.

5.2 CSEA Chapter President shall provide the District Superintendent/President and designee 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 Chief Human Resources Officer (CHRO), 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 three (3) members for the Negotiating Team, and one (1) additional member to serve as a note taker. CSEA will identify one of the team members as the Lead Negotiator.

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 Job Stewards

Members may be designated as job stewards to represent CSEA members in the processing of grievances and disciplinary matters. Stewards shall confine informal meetings with employees to periods of time when neither employee is on duty. District investigations and meeting requests by the District will be granted release time.

5.3.4 CSEA Meetings

CSEA 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/or special meeting. 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 Chief Human Resources Officer (CHRO) agree to determine additional release time for authorized CSEA representative activities. Additional activities include but are not limited to regular problem-solving meetings with the CHRO and delegates to CSEA's annual conference.

5.3.6 Release Time Committee Meetings

In support of the Classified Unit members participating in Governance, Standing and Workgroup committee meetings, release time shall be permitted with advance planning and notification of their immediate supervisor.

- 5.3.7** The District shall provide paid release time for up to a total of 64 hours for elected delegates to attend the CSEA Annual Conference, upon approval of the immediate supervisor and the District's business needs.
- 5.3.8** The District shall provide for one (1) CSEA representative to participate in new hire orientation for unit employees to present CSEA union information, such as officer listing, the enrollment process, and CSEA member benefits.
- 5.3.9** 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. If needed, 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.
- 5.3.10** Following Board of Trustees approval of a new Collective Bargaining Agreement (CBA), CSEA shall have the right to conduct a one-hour informational session for all unit employees at a mutually agreed upon time during regular working hours.

5.4 Organizational Security

- 5.4.1** A CSEA representative shall distribute membership applications to new hires at the employee's initial orientation. Anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US __ (2018) shall be referred to the CSEA Labor Relations Representative. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This agreement shall satisfy the District's duty to bargain effects of Janus decision.
- 5.4.2** The District shall not interfere with the terms of any agreement between the CSEA and the District's employee with regard to that employee's membership in CSEA, but instead refer any questions to a CSEA representative.
- 5.4.3** At the end of each month, the District will submit a file of all CSEA new hires and all dues/contributions during that month to CSEA Statewide. The District will submit a file of the union membership information required by CSEA Statewide at the end of January, May, and September.
- 5.4.4** 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 judgements 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 Deductions for Dues/Contributions

- 5.5.1** CSEA members that have dues/contributions voluntarily deducted shall sign and submit to a CSEA representative a salary redirection agreement authorizing specified deductions in accordance with the schedule and options adopted by CSEA. These include membership dues, local and Victory Club contributions. Such authorization shall continue in effect from year to year unless revoked in writing.
- 5.5.2** Pursuant to such authorization, the District shall deduct initiation fees and dues in accordance with the dues & fees schedules from the regular salary check of the employee each month until dues reach the maximum allowed by CSEA pursuant to guidelines from CSEA Statewide.
- 5.5.3** CSEA members shall not be obligated to pay dues/contributions to CSEA until the next feasible payroll period after joining CSEA.
- 5.5.4** CSEA and the District agree that neither any employee nor the CSEA shall have a claim against the District for any deductions made or not made, unless a claim of error is made in writing to the employer within 30 calendar days after the date such deductions or revocations were or should have been made.
- 5.5.5** 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.
- 5.5.6** There shall be no charge by the employer to CSEA for regular membership dues/contributions.
- 5.5.7** CSEA and the District agree to furnish any information needed by either party to fulfill the provisions of this Article.

ARTICLE 6

GRIEVANCE PROCEDURE

Most grievances arise from misunderstanding or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The parties agree that every effort will be made 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, reprisal, or retaliation.

6.1 Definitions:

- 6.1.1 A "grievance" is 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 any written complaint of the CSEA involving an alleged violation, misapplication or misinterpretation of the specific provision of this Agreement.
- 6.1.2 A "grievant" is any bargaining unit employee and/or CSEA.
- 6.1.3 For purposes of this grievance policy, a "working day" is any full day in which the District business offices are open for business.
- 6.1.4 The "immediate supervisor" is the first supervisor/manager assigned to supervise the grievant.

6.2 Grievant Rights

- 6.2.1 Any employee may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of a CSEA representative as long as the adjustment is not inconsistent with the terms of this Agreement.
- 6.2.2 The employer shall not agree to the adjustment or resolution of the grievance until the employee or CSEA representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 6.2.3 Within the time limits, any involved party may request a personal conference at any time during each step of the grievance process.

- 6.2.4** A grievant may withdraw or terminate a grievance at any time of the grievance procedure by serving written notice of the employee's intent to the Chief Human Resources Officer (CHRO).
- 6.2.5** A grievant shall receive paid release time to attend scheduled meetings with the CSEA representative and/or the District for grievance resolution.
- 6.2.6** Unit Member Legal Rights: Nothing contained herein shall deny to any unit member right under state or federal constitution laws.

6.3 Time Limits & Meeting Schedules

- 6.3.1** If CSEA fails to respond to or meet a timeline under any step in this Article, the grievance shall be deemed withdrawn. If the District fails to respond to, or meet, a timeline under any step in this Article, the grievance shall automatically proceed to the next step.
- 6.3.2** Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.

6.4 Informal Level, Immediate Supervisor

- 6.4.1** Before filing a formal written grievance, the grievant shall attempt to resolve it by scheduling and attending an informal conference with their immediate supervisor. The bargaining unit employee may be accompanied by their CSEA representative at informal grievance resolution meetings with the immediate supervisor(s), and at any other level.

6.5 Formal Level, Level I, Immediate Supervisor

- 6.5.1** Within ten (10) working days after the occurrence of the act or omission giving rise to the grievance or the date on which the grievant should have reasonably known of the act or omission, the grievant shall present their grievance in writing on the Appendix E Grievance Form to their immediate supervisor.
- 6.5.2** This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of this agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.
- 6.5.3** The supervisor or designee shall communicate their decision to the bargaining unit employee in writing within ten (10) working days after receiving the grievance. A failure on the part of the supervisor to communicate a decision within this time period shall automatically refer the grievance to Level II.

6.5.4 If the grievant is not satisfied with the decision of the supervisor at Level I, they may within ten (10) working days submit an appeal of the decision to Level II.

6.6 Formal Level, Level II, Next Level Managers

6.6.1 An appeal of the grievance from Level I shall be submitted to the next level manager on the Grievance Form. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The next level manager shall submit to the grievant a decision within ten (10) working days of the receipt of the appeal. A failure on the part of the next level manager to communicate their decision within this time period shall automatically refer the grievance to Level III.

6.6.2 If the grievant is not satisfied with the decision of the next level manager, the grievant may, within ten (10) working days, submit an appeal of the decision to Level III.

6.7 Formal Level, Level III, Superintendent/President

6.7.1 An appeal of the grievance from Level II shall be submitted to the Superintendent/President or the designee on the Grievance Form. The appeal shall include a copy of the original grievance, the decision rendered at Level I and Level II, and a clear, concise statement of the reasons for the appeal. The Superintendent/President or designee shall submit to the grievant a decision within ten (10) working days of the receipt of the appeal. A failure on the part of the Superintendent/President or designee to communicate their decision within this time period shall automatically refer the grievance to Level IV.

6.7.2 If the grievant is not satisfied with the decision at Level III, the grievant may request CSEA to submit it to Level IV on the employee's behalf.

6.7.3 Only upon agreement by CSEA and the grievant shall the grievance go forward to Level IV

6.8 Formal Level, Level IV, Mediation

6.8.1 CSEA shall, on behalf of the grievant, request a mediator from the California State Mediation and Conciliation Service (C.S.M. & C.S.) within ten (10) working days of the receipt of the Level III decision.

6.8.2 If there is no resolution from mediation, then CSEA may submit the grievance to Level V.

6.9 Formal Level, Level V, Advisory Arbitration

- 6.9.1** Arbitrated Grievance: If CSEA is not satisfied with the decision at Level IV, CSEA may submit the grievance to arbitration on the Grievance Form. As soon as possible, the district and CSEA shall select an arbitrator from the C.S.M. & C.S. by the method of alternate striking from a list of arbitrators supplied by C.S.M. & C.S. The request for such list shall be made by the district within ten (10) working days of the receipt of the District Classified Grievance form notifying the district of the intent to move to arbitration.
- 6.9.2** The striking and resultant request for an arbitration hearing date shall be made by the district and CSEA as soon after receipt of the arbitrator list as possible.
- 6.9.3** The arbitrator shall render a recommendation to the Board of Trustees as soon as possible. With the agreement of the grievant, a request may be made for a hearing bench decision. The arbitrator shall not have the authority to delete, add to, or otherwise modify the provisions of this agreement. The arbitrator's authority shall be limited to deciding whether the district has violated, misinterpreted or misapplied the referred to express provision of this agreement and such decision shall not imply obligations and conditions to restrict the district in its administration of the terms of this agreement; it being understood that any matter not specifically set forth herein remains within the management rights of the district.
- 6.9.4** The decision of the arbitrator shall be advisory.
- 6.9.5** Each party shall bear the costs of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be shared equally by the District and CSEA.

6.10 Final Decision, Board of Trustees

- 6.10.1** The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the Board of Trustees. The board shall undertake review of the advisory recommendation at its next regulatory scheduled meeting and take formal action accepting or rejecting the advisory recommendations. If a request for review is filed with the board at least five (5) working days before the board meeting, the board may permit oral arguments by representatives of the parties, but only in the presence of one another. The board shall then render a decision on the matter, which decision shall be final and binding on all parties.

If the board does not render such a decision within forty-five (45) working days of the board meeting, then it shall be deemed to have adopted the recommendations of the arbitrator.

6.10.2 The fees and expenses of the arbitrator shall be borne equally by the District and CSEA.

6.11 Employee Processed Grievance

6.11.1 An employee covered by this agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the district. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review.

6.12 Association Grievance

6.12.1 If a grievance involves the same grievable issues and the same or similar facts and/or the employees grieving have different immediate supervisors, and/or the grievance involves an alleged district-wide misinterpretation of this agreement, the grievance may be submitted by CSEA on the group's behalf at Level III.

6.13 Grievance Witnesses

6.13.1 The District shall grant reasonable release time to any District employee who is a witness in connection with the grievance procedure. Said employee shall be placed on an on-call status as a witness, and shall return to work immediately after their testimony is taken.

6.14 Separate Grievance File

6.14.1 All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file and shall be maintained by the Chief Human Resources Officer (CHRO) and be available for inspection only by the employee or designee and the CHRO.



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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 is prorated on an hourly basis for employees whose assignments are less than full time or less than 12 months.
- 7.1.2** Unused sick leave shall accrue from year-to-year.
- 7.1.3** An employee absent for more than three (3) consecutive working days may be required to present a statement from their health care provider indicating the need for the absence and/or the ability of the employee to return to work with or without any identified limitations and approximate return date. Notification will be submitted to the Human Resources Office and to the immediate supervisor.
- 7.1.4** At the beginning of each fiscal year, every regular employee shall receive a sick leave allotment credit for the year. An employee may use credited sick leave at any time during the year. An employee may use credited sick leave at any time during the year for illness, injury or healthcare appointments.
- 7.1.5** When applicable and upon exhaustion of other benefits, additional extended unpaid sick leave may be granted to a regular employee by the Superintendent/President or designee. Unpaid sick leave requests can be up to six (6) months and may renew for one (1) additional period not to exceed six (6) months for a maximum of twelve (12) months.
- 7.1.6** Newly hired employees shall receive a prorated sick leave allotment from the date of hire through the end of the fiscal year in which they are hired.
- 7.1.7** 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.
- 7.1.8** When a unit member is absent from duties on account of illness or injury for a period of five (5) months or less, the amount deducted from the salary due to 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.

7.1.9 Classified employees shall notify their immediate supervisors of absences as soon as the need for the absence is known, but no later than their normal starting time, except in cases of an emergency.

7.1.10 A unit member who has been employed for a period of one (1) calendar year or more as a classified employee by another public California school district (including CCC, CSU, and UC) and accepts employment with College of the Siskiyous within one (1) year of separation with the former district, may transfer all illness absence credit (sick leave) accumulated with the former district, unless the separation was by termination. (Ed Code 8820).

7.2 Personal Necessity Leave

In any fiscal year, employees of the bargaining unit may use a maximum of seven (7) days (or 56 hours for 12-month, 40-hour 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 employee's regular work assignment for less than 12-month, 40-hour positions.

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

7.2.1 Death of a member of the employee's immediate family as defined in Section 3.13, when additional leave is required beyond that provided in Section 7.5 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.

7.2.2 Accident involving the person or property of the employee, or a member of the employee's immediate family.

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

7.2.4 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 an 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 Chief Human Resources Officer (CHRO) or designee requesting to exceed their maximum number of personal necessity hours.

7.3 No Tell Leave

7.3.1 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.

7.4 Family and Healthcare Leave

7.4.1 The District will comply with all applicable current state and federal laws with respect to Family Care Leave. Contact Human Resources for the most current information.

7.5 Bereavement Leave

7.5.1 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.

7.6 Jury Duty

7.6.1 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.

7.6.2 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.

7.6.3 A unit member who serves a full day of jury duty [six (6) 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 (6) 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.

7.7 Industrial Leave

- 7.7.1** Industrial injury 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. (Ed Code 88192)
- 7.7.2** In the event of an industrial injury or illness, notification from the attending healthcare provider must be reported to the Human Resources Office within 24 hours, or the following business day of the visit. When acceptance of a claim has been established by the District, a regular employee shall be entitled to sixty (60) days noncumulative industrial injury or illness leave per year for the same injury/illness if taken off duty by a healthcare provider.
- 7.7.3** When an industrial injury or illness occurs at a time when the full sixty (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.
- 7.7.4** Industrial injury 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. Periods of leave under this section shall not be considered a break in service.
- 7.7.5** An employee who exhausts such leave shall be entitled to use sick leave benefits as provided in this Article. If the employee continues to receive workers' compensation while on sick leave, the employee may elect to use that portion of sick leave which, when added to the temporary disability compensation, is equal to the employee's regular monthly salary.
- 7.7.6** 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.
- 7.7.7** 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. Prior to returning to work the employee and the District must participate in an interactive process in order to accommodate any restrictions the employee may have as a result of the injury/illness.
- 7.7.8** 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.

7.7.9 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.

7.8 Military Leave

7.8.1 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.)

7.9 Miscellaneous Leave Provisions

7.9.1 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.

7.9.2 Paid and unpaid leaves may be approved at the discretion of the Superintendent/President or designee for reasons not specified under other leave provisions of this Agreement. These leave requests can be up to six (6) months and may renew for one additional period, each not to exceed six (6) months. Employees may request leave for training and study under this section.

7.10 Catastrophic Leave

7.10.1 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.

7.10.2 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)

7.10.3 Regular 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.

7.10.4 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.

- 7.10.5** Requests for catastrophic leave donations shall be made by the Chief Human Resources Officer (CHRO) through a district-wide notice.
- 7.10.6** While an employee is on Catastrophic Leave, using donated hours, the employee shall not accrue any vacation or sick leave. Regular healthcare coverage will continue.
- 7.10.7** Catastrophic Leave shall not be used in conjunction with Workers' Compensation Leave.

Catastrophic Leave Donation

- 7.10.8** Employees may donate accrued vacation, compensatory leave, or sick leave in increments of whole hours. Donations of leave are irrevocable and will remain confidential.
- 7.10.9** Employees must have a vacation leave balance of at least one (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 one (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.
- 7.10.10** 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.
- 7.10.11** 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.
- 7.10.12** 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.

ARTICLE 8

COMPENSATION

8.1 Salaries

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

8.2 Movement on the Salary Schedule

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

8.3 Educational Stipend

Effective July 1, 2019, CSEA employees who have earned a degree from an accredited institution shall receive an annual stipend for the highest degree earned as follows:

Master's Degree	\$1,000
Doctoral Degree	\$2,000

8.3.1 To be eligible, employees must submit official transcripts to Human Resources. Monthly stipend begins on the month following approval.

8.3.2 For newly hired bargaining unit members with an earned degree:

The stipend will be effective on the start date and prorated (if necessary) as long as official transcripts are received by Human Resources within three (3) months of the unit member's start date.

If transcripts are not received within the timeframe, the stipend will become effective the next regular payroll following receipt of the transcripts. No retroactive pay will be made if transcripts are received after the first three (3) months of the start date.

8.3.3 The annual stipend will be paid over the employee's monthly pay cycle within the fiscal year.

8.4 Long Term Service Credit (Longevity Pay)

Effective 7/1/ 21, the District agrees to compensate unit members on a monthly basis after 10, 15, 20 and 25 years of service as follows:

10-14 years: \$150 per month

15-19 years: \$200 per month

20-24 years: \$250 per month

25+ years: \$300 per month

Regular part-time unit members shall receive long service (longevity) on a pro-rated basis.

8.5 Shift Differential

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

8.5.1.1 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.

8.5.1.2 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.

8.5.1.3 When fifty (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 8.5.1.1, or 8.5.1.2. Any employee whose weekly work assignment falls below 50% of 8.5.1.1, or 8.5.1.2. will not receive a shift differential.

8.5.2 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.

8.5.3 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.

8.5.4 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 8.4.1a, 8.4.1b, or 8.4.3 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.

9.1.1.1 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.

9.1.1.2 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.

9.1.1.3 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, 2017, 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:
 - Employee only: \$9,391 per year
 - Employee plus spouse: \$15,200 per year
 - Employee plus child(ren): \$13,914 per year
 - Employee plus family: \$22,220 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.

9.3 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 by law and the contract.
- 9.3.4 Health and Welfare benefits shall end upon resignation or termination of employment of any Bargaining Unit employee. Ending 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 twenty (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 ten (10) years of service and less than twenty (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.

9.5 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 ensure 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.

9.5.4 New Renewal Rates

When new rates are submitted by the insurance carriers an agreement for changes will be proposed by the District no later than July 1. If an agreement has not been reached prior to the renewal date in October of each year, current rates will remain in effect until an agreement between the District and CSEA has been made.

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.



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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, and will be reviewed by members within the classification.

10.1.1 When a job description is revised, the District will provide the revised job description to those currently working in the classification and CSEA.

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 Chief Human Resources Officer (CHRO). If the changes are minor in nature and do not affect employees in other departments, the proposed revisions will be brought to CSEA for consideration. Upon agreement of both the District and CSEA, the revisions will be incorporated into the job description with an effective date.

10.3 Classification and Salary Study

A classification and salary study of bargaining unit positions will be conducted at least every five years or when mutually agreed upon by the District and CSEA. The parties may agree to a study of specific positions when adjustments have been made to classifications, job descriptions or salary. 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. A negotiated list of comparable colleges will be compiled before the study begins.

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 and has a higher level of complexity and responsibility.

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

10.4.3 All out-of-class assignments should be pre-approved by the Chief Human Resources Officer (CHRO) and CSEA.

- 10.4.4** An employee or supervisor may request working out-of-class at any time throughout the year. When an out-of-class form is submitted to the Chief Human Resources Officer (CHRO), a decision will be made within fifteen (15) calendar days.
- 10.4.5** If it is determined that the employee is not eligible for working out-of-class, the employee will be notified within seven (7) calendar days, and continuation of higher-level duties will cease immediately.
- 10.4.6** When a unit member is performing out-of-class duties of a higher classification, the employee will be compensated either five (5)% of current salary, or step one on the pay scale of the higher position, whichever is the highest level of pay.
- 10.4.7** When it has been determined that the member is working out-of-class, the compensation adjustments shall begin with the next pay period starting from the date of the out-of-class assignment.

10.5 Reclassification Process

- 10.5.1** Unit members, CSEA, or the District may request, at any time, a reclassification of an existing position(s) by presenting an application to the Chief Human Resources Officer (CHRO). 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. (See Appendix C)
- 10.5.2** Completed applications will be reviewed by a committee within 30 days of receipt of the application. This committee will include two CSEA members, one ASM employee, one administrator and one Human Resources Representative.
- 10.5.3** If a reclassification has been deemed appropriate, the committee will make a recommendation to the Chief Human Resources Officer (CHRO).
- 10.5.4** If the Chief Human Resources Officer (CHRO) determines that a reclassification is appropriate, the CHRO will make a recommendation to the Superintendent/President. A decision will be made within 45 days of receiving recommendations from the committee.
- 10.5.5** Under no circumstances will the entire reclassification process/decision exceed 75 days. Any delays must be negotiated between the District and CSEA.

Compensation under this agreement will be negotiated between the District and CSEA based on the application effective date.

- 10.5.6** 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.
- 10.5.7** Except for any violations of the procedure set forth in this Article, decisions by the committee, Chief Human Resources Officer (CHRO) and the Superintendent/President regarding whether to reclassify a position shall not be grieved under the grievance procedure.



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ARTICLE 11

EMPLOYEE EVALUATIONS

11.1 Probationary Period

11.1.1 For new classified employees, the probationary period shall not exceed six (6) months or 130 days of paid service whichever is longer. Ed Code Section 88013.

11.1.2 The new employee's immediate supervisor will meet with the employee within the first thirty (30) days of employment to review and sign the job description.

11.2 Probationary Employee Evaluations

11.2.1 There shall be at least two (2) evaluations for probationary bargaining unit members. The first evaluation shall take place within the first 60 days after initial employment. The second evaluation shall take place after the 120th day after initial employment and before the 180th day after initial employment.

11.2.2 A more frequent probationary evaluation maybe required if ratings have indicated unsatisfactory performance.

11.2.3 The supervisor's next level reviewer will review and sign the evaluations prior to the evaluation discussion with the employee.

11.2.4 The supervisor is required to discuss the evaluation with the probationary employee.

11.2.5 The evaluation report must be signed by the supervisor, the next level reviewer and the employee.

11.2.6 If the employee refuses to sign the evaluation, it will be noted by the supervisor on the evaluation form.

11.2.7 The supervisor shall provide the employee with a copy of the signed evaluation and shall immediately forward the completed evaluation to the Human Resources Office.

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 ten (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.

11.2.10 Employees who have served the probationary period in the current position and moved within-the Classified Unit shall serve a six-month probationary period in the new position. Employees shall be evaluated two (2) times during the six-month probationary period, usually during the 3rd month of the new position, and again prior to the completion of the six-month period.

11.2.11 Within thirty (30) calendar days and for any reason, the member may return to the former position.

11.2.12 An employee who is unsuccessful in passing a probationary period in any new classified position within the unit because of the employee's performance shall have rights to the former if a vacancy exists. Upon reverting back to the former or equivalent position, the employee shall receive the former salary, work hours, and monthly assignment.

11.3 Dismissal of a Probationary Employee

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

11.4 Regular Employee Evaluations

11.4.1 Regular employees shall be formally evaluated by the immediate supervisor and/or appropriate management personnel based on the schedule below. The evaluation period for all regular employees is July 1 to June 30. Annual evaluations will be reviewed with the employee no later than September 30th. (see Appendix D)

Classified Employee Evaluation Schedule

Probationary Employee Evaluation

Year 1: 60 days and 120 days after initial employment

Regular Employee Evaluation

Years 2 – 5: Annually

Years 6+: Every two (2) years

11.4.2 The supervisor's next level reviewer will review and sign evaluations prior to the evaluation discussion with the employee.

11.4.3 The supervisor is required to discuss the evaluation with the employee.

11.4.4 If the employee refuses to sign the evaluation, it 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 Human Resources Office for placement in the employee's personnel file.

11.4.6 The employee, within ten (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.

11.4.7 For regular employees granted reclassification under Article 10, the regular employee evaluation procedures shall apply.

11.5 Below Standard Performance

An overall rating of below standard by the immediate supervisor and approved by the next level reviewer shall contain the specific reason in writing why so rated and shall include specific recommendations for meeting the standards of the position.

11.5.1 An overall rating of below standards performance will require a Performance Improvement Plan (PIP). In consultation with Human Resources, the immediate supervisor shall create a plan for overall performance improvement. The plan shall include specific needs of improvement, timeline, and measurable outcomes of performance. The PIP shall be discussed with the employee and regularly reviewed until satisfactory performance is met or disciplinary action is pursued. A special evaluation shall be required at the end of three (3) months to determine if the employee meets satisfactory performance or further action is required.

11.6 Additional Evaluation

Additional evaluations may be requested at any time by the supervisor and Vice President or administrator of the area after consultation with the Human Resources Office. An employee may also request an additional evaluation after consultation with CSEA and/or Human Resources.

11.7 All evaluations shall be in writing and on the District's current evaluation form.



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ARTICLE 12

WORK YEAR, WORK WEEK, WORK DAY

- 12.1** The regular work year shall begin on July 1 and end twelve (12) months later on June 30. The regular work week shall be any five (5) consecutive days, the regular work day shall be eight (8) consecutive working hours.
- 12.2** The parties agree that all changes in the regularly assigned work year, work week and work day for each bargaining unit position 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 changes to a member's regular work year, work week and work day.
- 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 the schedule set within the scheduling restraints of the District.

The "Alternative Work Schedule", once established by mutual agreement between the employee and the District, shall be the employee's work schedule until change in the current schedule is implemented. There shall be no change in the 40-hour work week and with no additional cost to the District.

The District may, at times, require an employee to change schedules based on District needs. The District will make every effort to provide a minimum of fourteen (14) calendar days' notice. There may be times when the District cannot provide such a notice. The employee will be expected to work the alternate schedule.

12.3.1 Alternate Work Schedule

The District or unit members may establish or allow for an alternative work schedule for unit members that have passed their probationary period, provided the alternative work schedule does not adversely affect the normal operations of the District. The following alternative schedule shall include the following options:

- Four (4) ten (10) hour days with any one (1) day off per week.
- 9/80 schedule which is eight (8) - nine (9) hour days and one (1) - eight (8) hour day with any one (1) day off every other week.

Supervisor approval is required. If approval is denied, the employee may refer the request to the area Vice President. The final decision will be determined between the supervisor and Vice President.

Alternative work schedule requests shall be made 30 days in advance using the appropriate forms available in the Human Resources Department.

Alternative work schedules are not subject to the grievance process as defined in this CBA.

12.3.2 The department supervisor and the area administrator may cancel an alternative work schedule at any time for District necessity with a minimum of fourteen (14) business days' notice.

12.3.3 Should an employee transfer to another department, the alternative work schedule arrangement does not follow the employee. A new request to the supervisor must be completed and approved.

12.3.4 Holidays for Alternative Work Schedules – Full-time Employees

4/10 Work Week

During the week of the holiday, the employee may request to work a standard week of eight (8) hours per day, and observe the holiday, by taking that day off on the day it occurs. The request is subject to approval of the employee's immediate supervisor. If the employee wishes to remain on the alternative schedule, the employee's day off will be calculated at ten (10) hours. Because the holiday is valued at eight (8) hours, the employee shall owe two (2) hours (per holiday) of time which will be taken from vacation leave, time off (CTO), or Leave Without Pay (LWOP).

9/80 Work Schedule

During the week of the holiday, with supervisor approval, the employee may request to work a standard week of eight (8) hours per day, and observe the holiday by taking that day off on the day it occurs. If the employee wishes to remain on the flexible schedule, the employee's day off will be calculated at nine (9) hours. Because the holiday is valued at eight (8) hours, the employee will owe one (1) hour per holiday of time, which will be taken from vacation leave, CTO, or Leave Without Pay (LWOP).

12.3.5 For purposes of calculating leave time used during an alternative schedule, accrued leave dates will be converted to hours when used.

12.4 Overtime

Except as otherwise provided herein, bargaining unit members shall be eligible for one and one-half times their regular hourly rate (Ed Code 88030) when they are required by the District to work overtime hours.

12.4.1 Overtime must be pre-approved by the employee's immediate supervisor.

12.4.2 Regular Work Week

A regular work week for full-time bargaining unit members consist of five (5) consecutive eight (8) hour days, with overtime or compensatory time-off granted at the rate of one and one-half (1 ½) times the rate for time worked in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) week, or in excess of five (5) consecutive days in any seven (7) day period.

12.4.3 Part-time employees with daily work assignments of less than four hours shall be exempted from the 6th day criteria.

12.4.4 Alternative Schedule Overtime (4/10)

An employee who works an alternative schedule of four (4) days per week, ten (10) hours per day shall have the overtime calculated as follows:

1. All hours worked over forty (40) in the scheduled four (4)-day period shall be compensated at the rate of time and one-half (1 ½) the employee's regular rate of pay.
2. All hours worked on the fifth (5th), sixth (6th), and seventh (7th) consecutive day shall be compensated at time and one-half (1 ½) the employee's regular rate of pay.

12.4.5 Alternative Schedule Overtime (9/80)

An employee who works the alternative 9/80 work week, eight (8) nine (9) hour days and one (1) eight (8) hour day and one weekday off, shall have their overtime calculated as follows:

1. All hours worked in excess of nine (9) hours and/or eight (8) hours on the shortened day shall be compensated at the rate of time and one-half of the employee's regular rate of pay.
2. All hours worked on the schedule day off shall be compensated at time and one-half (1 ½) the employee's regular rate of pay.

3. All hours worked on the sixth (6th) and seventh (7th) day shall be compensated for at time and a half (1 ½) the employee's regular rate of pay.

12.4.6 Overtime shall be paid on the next regularly scheduled paycheck and in the month following the month in which earned and reported. No additional shift differential stipends will be generated and overtime or compensatory time off will not be granted unless hours worked exceed the scheduled work week, see Sections 12.4.2 and 12.4.3.

12.4.7 Compensatory Time Off (CTO)

The employee may request to earn CTO in lieu of being paid overtime. Overtime must be pre-approved by the employee's immediate supervisor.

12.4.8 It is the employee's responsibility to manage their leave. Employees are encouraged to request CTO in writing by the last day of the pay period in which the overtime was worked. Earned CTO on the books as of June 30 may be paid in the next regular paycheck check 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 the Chief Human Resources Officer (CHRO), and approved by the appropriate administrator no later than May 15. Unit members may not carry over more than 40 hours of CTO at any one time. If a unit member exceeds 40 hours, the CTO will be paid for the amount granted or ordered at the District's discretion.

12.5 A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of the 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.

12.6 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.

12.7 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 their lunch period shall receive pay at the rate of time and one-half for all time worked during the normal lunch period.

12.8 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.

12.9 Campus Closure for Inclement Weather or Other Unplanned Campus Closure

12.9.1 An employee who would otherwise be on a paid leave status for that day shall not be charged under that leave.

12.9.2 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 shall receive compensation either paid or CTO equal to one and one-half times the employee's regular rate of pay.

12.9.3 Section 12.9 applies to unplanned campus closures. When classes are cancelled, but the campus is open, Section 12.9.2 does not apply. Employees scheduled to work must use leave (vacation, CTO, or LWOP) in the event of an absence.



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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

Effective July 1, 2020 vacation time for full-time forty (40) hours per week employees 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	2	6.66	80	10
3	7	11.33	136	17
8	10	13.33	160	20
11	19	15.33	184	23
20	Thereafter	16.66	200	25

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 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

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

Unit members and their immediate supervisors will receive notification from Human Resources when accumulation limits are reached. 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.

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 they 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 their separation from the District.

13.4.2 If an employee is terminated and had been granted vacation leave which was not yet earned at the time of termination, 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

All employee leave balances are available in the employee portal. Any discrepancies should be discussed with Human Resources.



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ARTICLE 14

HOLIDAYS

14.1 All probationary or regular 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 JanuaryMartin Luther King Day

February.....Lincoln Day
(specific date to be selected from options provided by the Chancellor's office)

Third Monday in February.....Washington Day

Last Monday in MayMemorial Day

July 4.....Independence Day
(or an alternate date if the 4th is on a Saturday and Sunday)

First Monday in SeptemberLabor Day

NovemberVeteran's Day
(Specific date to be selected from options provided by the Chancellor's Office)

Last Thursday in November.....Thanksgiving Day

***Admission Day**in lieu, Friday following Thanksgiving

December 24Christmas Eve

December 25Christmas December

Three days between December 26 and January 2 ... Winter Break Holiday and January 2
(When Christmas falls on a Saturday or Sunday, the third day will be on January 2)

December 31New Year's Eve

Any day appointed by the President or Governor of California (Ed Code 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 they were in paid status during any portion of the working day immediately preceding or succeeding the winter break holiday.

14.3 If a unit member has a workweek other than Monday through Friday, and as a result, the unit member loses a holiday to which he or she would otherwise be entitled, the District shall provide a substitute holiday or compensation in the amount to which the unit member would have been entitled.

14.4 If a unit member works at a school site and their position requires them to work with students of that particular school (i.e., Gear Up, Upward Bound), they may observe the holiday on a date the school site is observing the holiday. However, it must be one of the holidays the College observes as listed in 14.1 above. In no instances would an employee be paid more than sixteen paid holidays.

14.5 Calendar Work Days (260, 261 and 262)

14.5.1 While the District continues to pay employees on a monthly basis, based on their annual salary, rather than based on the actual hours worked. Adjustments will be made to settle all 260 vs. 261 and 262-day discrepancies in any given year. Twelve (12) month employees shall be granted the following:

1. If there is a year with 262 working days, an employee will receive 2 Floater days.
2. If there is a year with 261 working days, an employee will receive 1 Floater day.
3. Floaters shall only be used in full-day equivalent increments up to eight hours (based on the employee's regular work schedule) within the year they are accumulated.

For all employees working less than twelve (12) months, their academic calendars will reflect total hours worked to ensure they receive their normal working assignment without any loss in compensation.

14.5.2 As of July 1, 2015, the District agrees to make adjustments to each unit member's Floater days up to a maximum of six (6) days. You must work the full fiscal year in order to receive Floater days.

ARTICLE 15

LAYOFF

15.1 Definitions

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

1. A position is being eliminated and the employee has the least seniority in the classification.
2. The employee has been displaced or bumped by an employee whose position was eliminated.
3. A voluntary reduction in hours of employment in a classification or position in order to avoid interruption of employment with District approval.

15.1.1 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.

15.1.2 A “reemployment list” is a list of the names of laid off employees arranged in rank order from the greatest to least seniority, the employee’s classification and layoff date.

15.1.3 A “bumping right” is the right 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 has formerly held permanent regular status.

15.2 Procedures

15.2.1 At least one week prior to sending out layoff notices, the District and CSEA shall meet and discuss the effect of possible layoffs. In addition, the District and CSEA will notify all affected employees to discuss layoff options.

15.2.2 Before the start of any layoff procedures, continued employment of interim, short-term, substitute and contracted positions within the bargaining unit will be negotiated prior to a layoff. Short-term, substitute and contracted positions are not protected under this agreement or policy.

15.2.3 The District shall notify in writing CSEA and any employee(s) subject to layoff not less than sixty calendar days prior to the effective date of the layoff. Layoff

notices shall specify the reason(s) for layoff, the employee(s) whose layoff is anticipated, the employee's bumping rights, and reemployment rights. CSEA shall have the right to consult with the District during the entire layoff process.

- 15.2.4** 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 shall be laid off first.

15.3 Seniority

- 15.3.1** Seniority or length of service for layoff purposes is based on the start date and/or hours in paid status in each classification, regardless of full-time or part-time status, excluding overtime.
- 15.3.2** If two or more employees subject to layoff or reemployment possess the same start date and hours in paid status in a classification, seniority shall be determined by the earliest start date with the District.

If first District start date and hours in paid status is equal, shall be determined by lot.

- 15.3.3** Seniority credit for prior service is granted only if an employee is reinstated, reemployed in regular status, or appointed to a regular position within 39 months after layoff while on a reemployment list.

15.4 Bumping Rights

- 15.4.1** In lieu of being laid off, an employee may elect to bump into a classification with a lower salary range in which the employee had previously served under permanent status and for which the employee meets the minimum qualifications and can perform the essential functions of the position. The member shall be allowed to bump the employee with the least seniority in the lower classification.
- 15.4.2** An employee must notify the District in writing of the intent to bump within three working days of the meeting held to resolve bumping rights.
- 15.4.3** Any employee bumping shall be placed on the step of the salary range of the classification which is closest to, but not greater than, the employee's current salary. An employee displaced pursuant to this section, shall maintain layoff rights.
- 15.4.4** Laid off employees who, at the time of layoff, bumped into a lower classification or took voluntary reductions in assigned time shall have the option to return 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 per Education code 88117(b) from the effective date of layoff or reduction.

15.4.5 Per Article 20, if an employee moves into a permanent position outside of the CSEA unit and has passed the sixth (6) month probationary period, the member shall give up all rights to the classified position(s), including bumping rights during a layoff process.

15.5 Reemployment

15.5.1 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.

15.5.2 Laid off employees are responsible for maintaining a current address, email address and phone number with Human Resources.

15.5.3 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.

15.5.4 The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in all classifications held.

15.5.5 When there is a position vacancy, persons on the layoff reemployment list will be considered based on qualifications prior to any outside candidate search.

15.5.6 When a permanent, substitute or short-term 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 their 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.

15.5.7 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 any other classification for which the employee is qualified, and such employment shall not jeopardize or otherwise affect their status or eligibility on the reemployment list.

15.5.8 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 laid off, and subsequently reemployed pursuant to

layoff reemployment rights, the employee's probationary period will start over from new start date. All other rights and privileges for a probationary employee shall begin with the reemployment date.

15.6 Retirement In Lieu Of Layoff

An employee who meets the qualifications may elect retirement under the California Public Employees Retirement System (CalPERS) 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 CalPERS has processed the request for reinstatement from retirement.

15.7 Volunteer Layoff

15.7.1 The District may offer any classified employees a volunteer layoff option.

15.7.2 The District will notify CSEA that employees may volunteer for layoff at least five (5) business days before this option is given to the employees. The District must notify CSEA of the names of the individuals who volunteered prior to the effective date of the layoff.

15.8 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. Compensation is based on Federal rates.
- 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).



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ARTICLE 17

SAFETY

- 17.1** All unit members shall abide by the Illness & Injury Prevention Program, located on the District's website.
- 17.2** The District and all unit members shall work together to maintain a safe and healthy work environment.
- 17.3** Unit members shall report in writing perceived unsafe conditions to the Vice President, Administrative Services and the Director of Facilities in accordance with procedure.
- 17.4** Safety equipment, which is required by the District, shall be provided at District expense.
- 17.5** Unit members shall follow safe operating procedures in operating or using equipment. Employees using equipment to perform work for the District shall not modify safety features, which are a part of the equipment.
- 17.6** No unit member shall be discriminated against as a result of reporting an unsafe condition.
- 17.7** The District shall provide periodic in-service training to employees on matters related to health and safety. Unit members must attend any training or complete any on-line training within the allotted timeframe that is required for their position.



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ARTICLE 18

PAYROLL

18.1 Payroll Deductions

- 18.1.1** 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.
- 18.1.2** 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.
- 18.1.3** Should a concerted activity as defined by Article 19 by employees covered in this agreement occur, the District may exercise its right to immediately discontinue payroll deductions.

18.2 Payroll Adjustments

- 18.2.1** Underpayment: Any payroll error resulting in insufficient payment for an employee for regular base pay in the bargaining unit shall be corrected, and a supplemental check issued, no later than five (5) working days after it has been determined that a payroll error has been made.
- 18.2.2** Overpayment: Any payroll error resulting in an overpayment for an employee in the bargaining unit shall be corrected, and repayment arrangements using the Repayment of Overpayment Authorization Form.



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ARTICLE 19

CONCERTED ACTIVITIES

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



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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:

- an MOU is in place with CSEA that delineates an extension to the ninety (90) calendar day limit.
- the substitute is hired due to an approved leave (i.e. medical, educational, etc.)
- the substitute is hired to fill the position vacancy that occurred as a result of a promotion as described in Article 20.5.

20.3.1 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 A permanent unit member who acquires probationary status as the result of a promotion, shall retain permanent status in the 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 may choose to return to the former classification with all previous rights and privileges.

20.5.3 If a classified employee moves into a permanent position outside of the Classified unit and has passed the probationary period, the member will give up all rights to their classified position(s).

20.6 Contracting Out

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

20.7 Volunteers

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.

ARTICLE 21

PROGRESSIVE DISCIPLINE AND PERSONNEL FILES

21.1 Progressive Discipline (Regular Employees)

The purpose of disciplinary actions is to improve an employee's performance. If discipline is required, the totality of the incident(s)/situation shall guide the immediate supervisor, appropriate administrator, and Human Resources staff in determining the appropriate steps to improve employee performance. Based on the seriousness and/or the egregiousness of the need for improvement, a typical progressive sequence of action may include the following:

21.1.1 Informal Discussion

An informal conversation with the employee and immediate supervisor is generally the initial action taken to assist an employee in clarifying and remedying a performance issue. The discussion is the employee's opportunity to learn from the supervisor the issues causing concern. The discussion may clarify standards and expectations, evaluate the employee's strengths and opportunities for improvement, seek information and/or solve problems. Documentation of a guidance discussion is not placed in the employee's official personnel file. The supervisor will maintain a record of the discussion.

21.1.2 Verbal Warning

A verbal warning is given by the supervisor when a discussion 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 the employee's 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. No record is placed in the employee's permanent personnel file unless subsequent action is necessary. The supervisor will maintain a record of the warning details.

21.1.3 Written Reprimand

A written reprimand is a formal notice to an employee that further disciplinary action is required due to the employee's continued unsatisfactory behavior or performance. No further action will be taken unless the employee's behavior or performance improves. The written reprimand advises the employee in writing of the consequences of failing to improve.

The supervisor will 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.

21.1.4 Suspension

Suspension is the temporary removal of an employee from duties, without pay. A suspension is imposed in cases involving gross misconduct or chronic behavioral problems for which there seems to be no other appropriate response and the employee has failed to provide significant and sustained improvement.

21.1.5 Demotion

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

21.1.6 Discharge

Discharge is the permanent removal of an employee from service.

21.1.7 The above sequence is a guide for correcting performance/disciplinary actions. Based on the nature and the egregiousness of the action or performance, any of the resolutions may occur at any time during the process.

21.1.8 Any of the resolutions above may be used in the course of disciplinary action more than one time before moving to the next step in the process.

21.2 Personnel File

21.2.1 The Human Resources Office shall establish and maintain locked file(s) for each classified employee. The confidential file(s) shall be the employee's official personnel file.

21.2.2 Materials in an employee's personnel file, which may serve as a basis for affecting the status of employment, are to be made available for the inspection of the person involved

21.2.3 Employees shall have the right to inspect their official personnel file, upon request and with reasonable notice.

21.2.4 Documents containing derogatory information shall not be placed into an employee's personnel file unless and until the employee is given notice and an opportunity to review and comment on the information. The employee shall

have the right to comment and have the comments entered into the personnel file.

- 21.2.5** 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.



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ARTICLE 22

COMPLETION OF MEET AND NEGOTIATE

- 22.1** 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.



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ARTICLE 23

SAVINGS PROVISION

- 23.1** 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.



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ARTICLE 24

EFFECT OF AGREEMENT

- 24.1** 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.



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ARTICLE 25

DISTRIBUTION OF AGREEMENT

- 25.1** 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.



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ARTICLE 26

NON-DISCRIMINATION

- 26.1** This District and CSEA agree that they shall not discriminate against classified employees in the administration of this Agreement because of national origin, religion, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, political affiliation, or because the employee is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics or participation or lack of participation in CSEA activities.



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ARTICLE 27

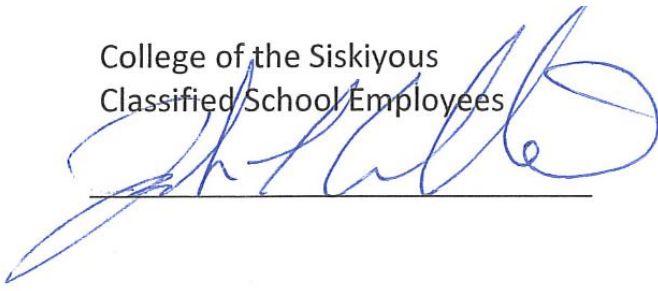
DURATION AND RE-OPENERS

27.1 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, 2024.

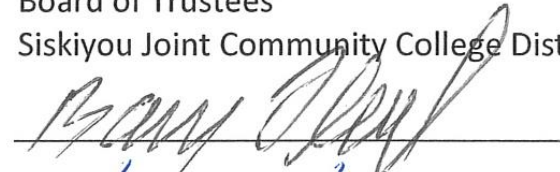
27.2 Negotiations are closed for 2021-22, 2022-23 and 2023-24. For the 2023-24 year, each party may reopen Article 8 (Compensation), Article 9 (Health Benefits) including plan options and up to two additional articles of each party's choice. During the term of this Agreement, the parties may mutually agree to meet and negotiate on other subjects within the scope of bargaining under the Act.

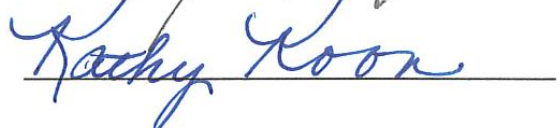
In Witness whereof, CSEA has caused this Agreement to be signed by its President and Negotiators, and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

College of the Siskiyous
Classified School Employees



Board of Trustees
Siskiyou Joint Community College District







Continues on next page...

APPENDIX A

POSITION CLASSIFICATIONS

Range 108

- Food Services Assistant

Range 109

- Food Services Cook
- Custodian

Range 110

- Account Clerk I
- Office Assistant II

Range 111

- Administrative Assistant I
- Groundskeeper
- Program Assistant, DSPS

Range 112

- Athletic Equipment and Field Specialist

Range 113

- Account Clerk II

Range 114

- Administrative Assistant II
- Instructional Support Specialist:
 - Art & Theater (Costumer)
 - Theater (Technical)
 - Basic Skills
 - Computer Lab
 - Distance Learning
 - Health Science
 - Science
- Library Technician
- Student Equity Technician

Range 115

- Coordinator – Tutoring Services
- CTE Program Coordinator
- Groundskeeper/Maintenance Specialist
- Student Services Specialist
- Student Services Specialist – Resident Halls

Range 116

- Accounting Technician
- Career Services Program Coordinator
- Coordinator – Nursing
- Coordinator – FKC
- Coordinator - Yreka
- Information Technician I
- Transcript Evaluator

Range 117

- Academic Advisor
- Administrative Assistant III
- Alternative Media & Disability Specialist
- Curriculum Specialist
- Library Technician II
- Program Specialist, EOPS
- Program Specialist, Upward Bound/TRiO
- Student Equity Specialist

Range 119

- Financial Aid Processing Technician
- Information Technician II
- Skilled Maintenance Technician

Range 120

- Data Analyst

Range 121

- Electrician & HVAC Technician
- Payroll Specialist

Range 122

- Information Systems III

Range 125

- Executive Assistant I:
 - Administrative Services
 - Instruction
 - Student Services

APPENDIX B

CLASSIFIED SALARY SCHEDULE

COLLEGE OF THE SISKIYOU
CLASSIFIED BARGAINING UNIT (CSEA)

2022-23 SALARY SCHEDULE									
SALARY SCHEDULE									
Effective July 1, 2022; Revised 10/28/2022									
3% on Table & 3% Between Ranges & Columns/Beginning on Column A Range 100									
RANGE	CLASS TITLE		STEP						
			A	B	C	D	E	F	G
108	Food Services Assistant	Annual	\$32,677	\$33,657	\$34,667	\$35,707	\$36,778	\$37,881	\$39,018
		Monthly	\$2,723	\$2,805	\$2,889	\$2,976	\$3,065	\$3,157	\$3,251
		Hourly	\$15.71	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21	\$18.76
109	Custodian Food Services Cook	Annual	\$33,657	\$34,667	\$35,707	\$36,778	\$37,881	\$39,018	\$40,188
		Monthly	\$2,805	\$2,889	\$2,976	\$3,065	\$3,157	\$3,251	\$3,349
		Hourly	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21	\$18.76	\$19.32
110	Account Clerk I Office Assistant II	Annual	\$34,667	\$35,707	\$36,778	\$37,881	\$39,018	\$40,188	\$41,394
		Monthly	\$2,889	\$2,976	\$3,065	\$3,157	\$3,251	\$3,349	\$3,449
		Hourly	\$16.67	\$17.17	\$17.68	\$18.21	\$18.76	\$19.32	\$19.90
111	Administrative Assistant I Groundskeeper Program Assistant, DSPS	Annual	\$35,707	\$36,778	\$37,881	\$39,018	\$40,188	\$41,394	\$42,636
		Monthly	\$2,976	\$3,065	\$3,157	\$3,251	\$3,349	\$3,449	\$3,553
		Hourly	\$17.17	\$17.68	\$18.21	\$18.76	\$19.32	\$19.90	\$20.50
112	Athletic Equipment and Field Specialist	Annual	\$36,778	\$37,881	\$39,018	\$40,188	\$41,394	\$42,636	\$43,915
		Monthly	\$3,065	\$3,157	\$3,251	\$3,349	\$3,449	\$3,553	\$3,660
		Hourly	\$17.68	\$18.21	\$18.76	\$19.32	\$19.90	\$20.50	\$21.11
113	Account Clerk II	Annual	\$37,881	\$39,018	\$40,188	\$41,394	\$42,636	\$43,915	\$45,232
		Monthly	\$3,157	\$3,251	\$3,349	\$3,449	\$3,553	\$3,660	\$3,769

Classified Sal Schedule 1

CLASSIFIED SALARY SCHEDULE

COLLEGE OF THE SISKIYOU
CLASSIFIED BARGAINING UNIT (CSEA)

RANGE	CLASS TITLE		STEP						
			A	B	C	D	E	F	G
		Hourly	\$18.21	\$18.76	\$19.32	\$19.90	\$20.50	\$21.11	\$21.75
114	Administrative Assistant II	Annual	\$39,018	\$40,188	\$41,394	\$42,636	\$43,915	\$45,232	\$46,589
	Instructional Support Specialist (Art & Theater (Costumer); Basic Skills; Computer Lab; Distance Learning; Health Science; Science; Theater (Technical); Writing)	Monthly	\$3,251	\$3,349	\$3,449	\$3,553	\$3,660	\$3,769	\$3,882
	Library Technician; Student Equity Technician	Hourly	\$18.76	\$19.32	\$19.90	\$20.50	\$21.11	\$21.75	\$22.40
115	Coordinator - Tutoring Services	Annual	\$40,188	\$41,394	\$42,636	\$43,915	\$45,232	\$46,589	\$47,987
	CTE Program Coordinator	Monthly	\$3,349	\$3,449	\$3,553	\$3,660	\$3,769	\$3,882	\$3,999
	Groundskeeper/Maintenance Specialist; Student Services Specialist; Student Services Specialist - Residence Halls	Hourly	\$19.32	\$19.90	\$20.50	\$21.11	\$21.75	\$22.40	\$23.07
116	Accounting Technician	Annual	\$41,394	\$42,636	\$43,915	\$45,232	\$46,589	\$47,987	\$49,427
	Career Services Program Coordinator	Monthly	\$3,449	\$3,553	\$3,660	\$3,769	\$3,882	\$3,999	\$4,119
	Coordinator - FKC; Coordinator Nursing; Coordinator Yreka Center	Hourly	\$19.90	\$20.50	\$21.11	\$21.75	\$22.40	\$23.07	\$23.76
	Information Technician I								
	Transcript Evaluator								

Classified Sal Schedule 2

CLASSIFIED SALARY SCHEDULE

COLLEGE OF THE SISKIYOUOS
CLASSIFIED BARGAINING UNIT (CSEA)

RANGE	CLASS TITLE		STEP						
			A	B	C	D	E	F	G
117	Academic Advisor	Annual	\$42,636	\$43,915	\$45,232	\$46,589	\$47,987	\$49,427	\$50,909
	Administrative Assistant III	Monthly	\$3,553	\$3,660	\$3,769	\$3,882	\$3,999	\$4,119	\$4,242
	Alternative Media Disability Specialist; Curriculum Specialist; Student Equity	Hourly	\$20.50	\$21.11	\$21.75	\$22.40	\$23.07	\$23.76	\$24.48
	Library Technician								
	Program Specialist, EOPS; Program Specialist, Upward Bound/TRiO								
118		Annual	\$43,915	\$45,232	\$46,589	\$47,987	\$49,427	\$50,909	\$52,437
		Monthly	\$3,660	\$3,769	\$3,882	\$3,999	\$4,119	\$4,242	\$4,370
		Hourly	\$21.11	\$21.75	\$22.40	\$23.07	\$23.76	\$24.48	\$25.21
119	Financial Aid Processing Technician	Annual	\$45,232	\$46,589	\$47,987	\$49,427	\$50,909	\$52,437	\$54,010
	Information Technician II	Monthly	\$3,769	\$3,882	\$3,999	\$4,119	\$4,242	\$4,370	\$4,501
	Skilled Maintenance Technician	Hourly	\$21.75	\$22.40	\$23.07	\$23.76	\$24.48	\$25.21	\$25.97
120	Data Analyst	Annual	\$46,589	\$47,987	\$49,427	\$50,909	\$52,437	\$54,010	\$55,630
		Monthly	\$3,882	\$3,999	\$4,119	\$4,242	\$4,370	\$4,501	\$4,636
		Hourly	\$22.40	\$23.07	\$23.76	\$24.48	\$25.21	\$25.97	\$26.75
121	Electrician & HVAC Technician	Annual	\$47,987	\$49,427	\$50,909	\$52,437	\$54,010	\$55,630	\$57,299
	Payroll Specialist	Monthly	\$3,999	\$4,119	\$4,242	\$4,370	\$4,501	\$4,636	\$4,775
		Hourly	\$23.07	\$23.76	\$24.48	\$25.21	\$25.97	\$26.75	\$27.55

Classified Sal Schedule 3

CLASSIFIED SALARY SCHEDULE

COLLEGE OF THE SISKIYOU
CLASSIFIED BARGAINING UNIT (CSEA)

RANGE	CLASS TITLE		STEP						
			A	B	C	D	E	F	G
122	Information Systems Tech III	Annual	\$49,427	\$50,909	\$52,437	\$54,010	\$55,630	\$57,299	\$59,018
		Monthly	\$4,119	\$4,242	\$4,370	\$4,501	\$4,636	\$4,775	\$4,918
		Hourly	\$23.76	\$24.48	\$25.21	\$25.97	\$26.75	\$27.55	\$28.37
123		Annual	\$50,909	\$52,437	\$54,010	\$55,630	\$57,299	\$59,018	\$60,788
		Monthly	\$4,242	\$4,370	\$4,501	\$4,636	\$4,775	\$4,918	\$5,066
		Hourly	\$24.48	\$25.21	\$25.97	\$26.75	\$27.55	\$28.37	\$29.23
124		Annual	\$52,437	\$54,010	\$55,630	\$57,299	\$59,018	\$60,788	\$62,612
		Monthly	\$4,370	\$4,501	\$4,636	\$4,775	\$4,918	\$5,066	\$5,218
		Hourly	\$25.21	\$25.97	\$26.75	\$27.55	\$28.37	\$29.23	\$30.10
125	Executive Assistant I (Administrative Services; Instruction; Student Services)	Annual	\$54,010	\$55,630	\$57,299	\$59,018	\$60,788	\$62,612	\$64,490
		Monthly	\$4,501	\$4,636	\$4,775	\$4,918	\$5,066	\$5,218	\$5,374
		Hourly	\$25.97	\$26.75	\$27.55	\$28.37	\$29.23	\$30.10	\$31.01
126		Annual	\$55,630	\$57,299	\$59,018	\$60,788	\$62,612	\$64,490	\$66,425
		Monthly	\$4,636	\$4,775	\$4,918	\$5,066	\$5,218	\$5,374	\$5,535
		Hourly	\$26.75	\$27.55	\$28.37	\$29.23	\$30.10	\$31.01	\$31.94
127		Annual	\$57,299	\$59,018	\$60,788	\$62,612	\$64,490	\$66,425	\$68,417
		Monthly	\$4,775	\$4,918	\$5,066	\$5,218	\$5,374	\$5,535	\$5,701
		Hourly	\$27.55	\$28.37	\$29.23	\$30.10	\$31.01	\$31.94	\$32.89

Classified Sal Schedule 4

CLASSIFICATION REVIEW REQUEST

INSTRUCTIONS FOR COMPLETING CLASSIFICATION REVIEW REQUEST FORM AND JOB DESCRIPTION TEMPLATE

Classification review requests are to be submitted ONLY when substantial changes in the assigned duties have occurred. Reclassification review should not be requested to: 1) reward meritorious performance; 2) recognize increases in the volume of work assigned to a position; or 3) address any other minor changes in assigned responsibilities.

Steps to follow in requesting a classification review:

- 1) Employee completes the Classification Review Request form (this form) and the Job Description Template.
- 2) Employee signs and forwards the completed documents to the supervisor for review and approval.
- 3) Supervisor reviews the completed documents for completeness and accuracy and adds comments or additional information as needed. Any changes made to the completed job description by the Supervisor must be communicated to the employee.
- 4) Supervisor signs all completed documents and attaches both current and previous job descriptions and the unit's current organization chart.
- 5) Supervisor forwards all completed documents to the department head/dean/designee and/or Vice President for signature approval.
- 6) Upon approval, all completed documents shall be forwarded to the Human Resources Department following these instructions:
Submit requests to HR@siskiyous.edu.

If the reclassification is approved following the committee's review, the effective date will follow appropriate labor contract policies governing reclassifications.

Check off list for submission:

- Classification Review Request
- New Job Description with current and/or proposed job duties
- Job Description of previous job duties
- Unit's current organization chart
- Communicate to employee – any changes made to documents by supervisor or Vice President

Employee Name:	<input type="text"/>	Employee ID:	<input type="text"/>
College/Admin Unit:	<input type="text"/>		
Department/Unit:	<input type="text"/>	Current Position #:	<input type="text"/>
Current Classification Title:	<input type="text"/>		
Requested Classification Title:	<input type="text"/>	Requested Position #:	<input type="text"/>

CLASSIFICATION REVIEW REQUEST

Reason for Review		
<input type="checkbox"/> Reorganization	<input type="checkbox"/> Taken on new job duties	<input type="checkbox"/> Other – Describe: <input type="text"/>
<input type="checkbox"/> Position changes – Describe the changes that have occurred in the position since last review in the space below.		
<input type="text"/>		

Time to Proficiency: Indicate the <u>minimum level</u> of time required to be fully proficient in the position. Check only one box.				
<input type="radio"/> One month or less	<input type="radio"/> Three months	<input type="radio"/> Six months	<input type="radio"/> One Year	<input type="radio"/> More than a year

Comments:
<input type="text"/>

Independence of Action: Indicate the position's independence of action. Check only one box.
<input type="radio"/> Works under general supervision; progress and outcomes are frequently reviewed
<input type="radio"/> Outcomes are monitored by supervisor/manager; incumbent follows precedents and procedures, sets priorities, and organizes work within general guidelines
<input type="radio"/> Existing practices are used as guidelines to determine work methods; incumbent works independently and resolves most problems without assistance
<input type="radio"/> Incumbent sets own goals and determines how to accomplish results with few guidelines to follow, although precedents may exist; supervisor/manager provides broad guidance and overall direction
<i>Provide a typical example to support your selection above:</i>
<input type="text"/>

CLASSIFICATION REVIEW REQUEST

Budget Responsibilities: Check the Item(s) below that describe the incumbent's involvement in the budgetary process.					
<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Plan	<input type="checkbox"/> Prepare	<input type="checkbox"/> Forecast	<input type="checkbox"/> Monitor	<input type="checkbox"/> Approve
<i>Describe:</i>					

Additional Information: Please describe as clearly and concisely as possible any information that would be important to fully understand the role, responsibilities, nature and scope of the position.

CLASSIFICATION REVIEW REQUEST

COMPLETE THIS SECTION ONLY IF THIS POSITION HAS NON-STUDENT SUPERVISORY RESPONSIBILITIES.		
Supervisory Duties: Indicate the type and scope of supervisory responsibilities of this position by checking the box that best applies.		
Percentage of time spent on (non-student) supervisory duties: <input type="text"/> %		
Are hours of work generally different than the incumbent's immediate supervisor?	<input type="radio"/> Yes	<input type="radio"/> No
Is the work area in a different location than the incumbent's immediate supervisor?	<input type="radio"/> Yes	<input type="radio"/> No

Please note responsibility for the following duties:			
<i>0 = no responsibility</i>			
<i>1 = may provide input to supervisor</i>			
<i>2 = full authority and/or recommendations almost always followed</i>			
Hiring			
Selects applicants to be interviewed?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Interviews applicants?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Makes hiring decisions?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Transfer			
Authorizes/approves transfer of employee to another work area?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Suspend			
Issues suspension of an employee?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Writes the substance of a written letter for suspension?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Promote			
Has authority to promote an employee (reclassification or hire)?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Reward			
Grants merit increases or similar salary adjustments	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Direct Work			
Trains or orients new employees in the performance of their job duties?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Rejects or approves work of an employee?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Conducts and/or signs performance reviews as the employee's supervisor?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Assignment of Work			
Assigns work and directs priorities to employees?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Discharge			
Issues discharge of an employee?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Discipline			
Issues oral and/or written warnings to an employee?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Grievances			
Hears and responds to grievances on behalf of the College?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Grants or denies a grievance?	<input type="radio"/> 0	<input type="radio"/> 1	<input type="radio"/> 2
Supervisory Duties: (Non-Student) Employees Supervised			
<i>Please include number of employees for each classification and whether Short-term/PT/FT.</i>			

APPENDIX D

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.	EE ME NI U NA <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.	EE ME NI U NA <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.	EE ME NI U NA <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.	EE ME NI U NA <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.	EE ME NI U NA <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.	EE ME NI U NA <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.	EE ME NI U NA <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.	EE ME NI U NA <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.	EE ME NI U NA <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.	EE ME NI U NA <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
11. Respects Confidentiality	EE ME NI U NA <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
12. Commitment to Diversity – Embraces the diversity of individuals, cultures, ideas, and communication styles.	EE ME NI U NA <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

CLASSIFIED EMPLOYEE EVALUATION

II. COMMUNICATION AND INTERPERSONAL SKILLS					
<i>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.</i>					
1. Interpersonal Skills - Exhibits a positive approach, relationship with others is appropriate to job setting, relates well with other staff. Communication with others is respectful, confidential and professional, Maintains composure when things are not going as expected.	EE	ME	NI	U	NA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Communication - Practices appropriate communication etiquette, demonstrates effective written and oral communication appropriate for job function, writes in a clear, concise, well-organized manner, conveys detailed information clearly and effectively, communicates concerns/needs in a timely manner, greets visitors and the public appropriately, responds to concerns and questions in an effective, professional and courteous manner.	EE	ME	NI	U	NA
	<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.	EE	ME	NI	U	NA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III. PROFESSIONAL JUDGMENT					
<i>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).</i>					
1. Decision Making – Extent to which employee demonstrates good judgment/makes reasonable decisions, Analyzes situations accurately, researches to obtain knowledge of District's practices and procedures before making decisions, uses good judgment in determining the best way to help customer (staff, students, public, etc.).	EE	ME	NI	U	NA
	<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.	EE	ME	NI	U	NA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Participation	EE	ME	NI	U	NA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV. JOB COMMITMENT					
<i>Consider the extent to which the employee can be depended on to perform their duties without being directed.</i>					
1. Performs Duties Willingly - Personal problems do not affect work performance and displays a desire to work with students.	EE	ME	NI	U	NA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Accepts Suggestions and Follows Directions - Considers constructive criticism and makes necessary changes in performance and follows directions of supervisor.	EE	ME	NI	U	NA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V. TECHNOLOGY AND EQUIPMENT					
<i>Consider the extent to which the employee utilizes technology and equipment to achieve efficiencies in the delivery of their duties.</i>					
1. Skill in Technology and Use of Equipment - Exhibits adequate knowledge and use of applicable software systems, participates in training needed to have required skill level and increased skill in operation, implements technology to improve efficiency.	EE	ME	NI	U	NA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI. SAFETY					
1. Safety - 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. Follows District safety policies	EE	ME	NI	U	NA
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CLASSIFIED EMPLOYEE EVALUATION

2. Equipment and Materials - Uses equipment and materials with skill and safety.	<table border="1"> <tr> <td>EE</td> <td>ME</td> <td>NI</td> <td>U</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	EE	ME	NI	U	NA					
EE	ME	NI	U	NA							
3. Practices Safe Work Habits - Maintains a safe environment in the work place and promptly reports safety hazards.	<table border="1"> <tr> <td>EE</td> <td>ME</td> <td>NI</td> <td>U</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	EE	ME	NI	U	NA					
EE	ME	NI	U	NA							

VII. ACCREDITATION STANDARD REGARDING STUDENT LEARNING OUTCOMES <i>For employees who are directly responsible for student progress toward achieving stated student learning outcomes.</i>											
1. Effectiveness in producing student learning outcomes	<table border="1"> <tr> <td>EE</td> <td>ME</td> <td>NI</td> <td>U</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	EE	ME	NI	U	NA					
EE	ME	NI	U	NA							

VIII. OVERALL COMMENTS AND RATING	
What area(s) would you identify as this employee's strengths?	
What area(s) would you identify as needing improvement for this employee?	
Progress from last evaluation goals:	
Current year goals:	
Overall Rating of Employee's Job Performance: <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory	
Overall Evaluation Comments:	

CLASSIFIED EMPLOYEE EVALUATION

_____ Evaluator's Signature	_____ Date
_____ Next Level Supervisor Signature	_____ Date
<p><i>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.</i></p>	
_____ Employee's Signature	_____ Date
<p><i>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.</i></p>	

APPENDIX E

EMPLOYEE GRIEVANCE FORM

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):

