

Side Letter of Agreement
Between
Glendale Community College District
And
California School Employees Association, Chapter 76
Intent of Language: Article XXVI – Duration and Termination

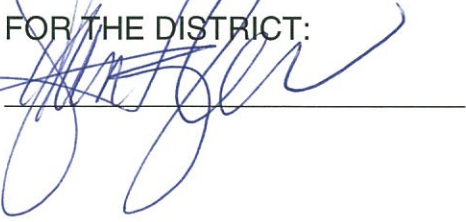
The following Side Letter of Agreement reflects the full and complete agreement of the California School Employees Association, Chapter 76 (hereafter "Association") and the Glendale Community College District (hereafter "District") regarding the Article XXVI – Duration and Termination of the Collective Bargaining Agreement.



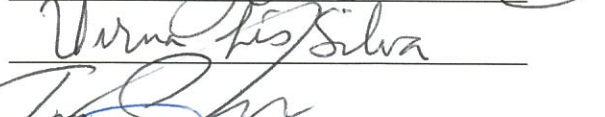

In regards to Article XXVI Sections 3 and 4, the parties agree to the following:

- The intent of such language is to continue the terms and conditions of employment while both parties are negotiating.
- The intent of such language is not to extend or agree to a contract duration greater than 3 years.

All other provisions of the CSEA – Glendale Community College Collective Bargaining Agreement remain in full force and effect.

Tentatively agreed to on July 10, 2019.

FOR THE DISTRICT:


FOR THE ASSOCIATION:






Jessica Gonzalez
CSEA Labor Relations Representative

Counter Proposal
To
Glendale Community College District
From
CSEA and its Glendale College Chapter 76

July 10, 2019

ARTICLE V - ORGANIZATIONAL SECURITY

SECTION 1. Mutual Intention - It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require that every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities, **pay membership dues.**

~~**SECTION 2. Exemption from Agency Shop** - Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.~~

~~**SECTION 2 3. Right to Dues/Service Fees** - CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. CSEA shall provide the District with a current schedule of its authorized dues. and service fees. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.~~

~~**A.** The District shall deduct in In accordance with the CSEA dues and service fees schedule, the District shall deduct dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, , and who have submitted dues authorization forms to the District.~~

~~**B.** The District shall deduct dues in In accordance with the CSEA dues and service fees schedule, the District shall deduct dues from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA, and submit to the District a dues authorization form.~~

- ~~C. The District Any member requesting revocation of membership dues shall notify the CSEA Chapter President. CSEA shall immediately notify the Treasurer of CSEA Chapter 76 District if any member of the bargaining unit revokes a dues authorization.~~
- ~~D. All employees in the bargaining unit hired after the effective date of this Agreement, shall within thirty (30) calendar days of employment, either become a member of CSEA, or pay CSEA a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of CSEA membership for the duration of the Agreement. Service fees will be deducted in the same manner as dues.~~
- ~~1. A payroll deduction authorization form shall not be required for service fee deductions from the wages of employees obligated to pay Service Fees who have refused to voluntarily pay by payroll deduction authorization or to pay directly to CSEA.~~
- ~~2. However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.~~
- ~~E. D. Employees being reinstated from a layoff or exercising re-employment rights will be considered a current employee, if they had been laid off prior to the effective date of this Agreement.~~
- ~~F. In the event that an employee revokes a dues authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code section §88167(b), the District shall deduct service fees until such time as CSEA notifies the District and arrangements have been made for the payment of such fees. Such notification should be made within thirty (30) days of the employee's revocation.~~
- ~~G. Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organization as a condition of employment, except that once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs and is a member of such a religious organization, he/she will be required, in lieu of a service fee, to pay sums equal to such service fees to Glendale College Foundation Inc. a nonreligious, non-labor organization, charitable funds exempt from taxation under section 501, C, (3) of Title 26 of the Internal Revenue Code.~~

SECTION 3.4. ~~Transmittal of Dues/Service Fees - The District shall, without charge, pay to CSEA within 15 days the sum of deductions. of the deduction all~~

~~sums so deducted., except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.~~

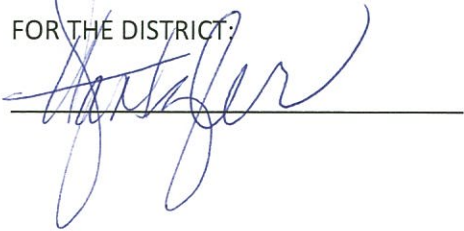
A. Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical listing of all employees in the bargaining unit, identifying them by name, the last four digits of their social security number, months per year in paid status, annual salary, and amount deducted, if any., ~~and whether such deduction is for dues, service fees, or charitable contributions.~~

SECTION 4 5. **Hold Harmless Provision** - The District shall not be liable to ~~the~~ CSEA by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. ~~The~~ CSEA agrees that it shall pay reasonable attorney fees, indemnify and hold harmless the District, its officers, employees, and agents against any and all claims, demands, actions, or proceedings for any liability arising from compliance with this Article, or, in reliance on any list, notice, certification, or authorization furnished under this Article. ~~The~~ CSEA, in addition, agrees it shall refund to the District any sums paid to it in error.

This Tentative Agreement is subject to ratification/adoption by both parties.

Tentatively agreed to on July 10, 2019.


FOR THE DISTRICT:

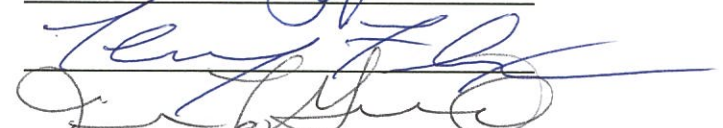


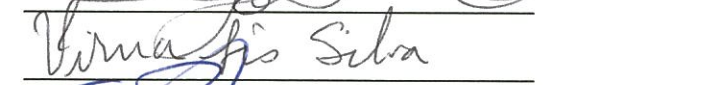



Jessica Gonzalez
CSEA Labor Relations Representative

FOR THE ASSOCIATION:









Counter Proposal
To
CSEA and its Glendale College Chapter 76
From
Glendale Community College District

May 8, 2019

ARTICLE XIII - APPLICATIONS, RECRUITMENT AND SELECTION OF EMPLOYEES

SECTION 1. Job Vacancies – The Office of Human Resources will actively recruit qualified persons to fill job vacancies. Any proposed changes to the FTE for all vacant positions shall be negotiated between the District and CSEA prior to being announced. No job vacancies shall be announced until FTE for full time or part time positions are mutually agreed upon between the District and CSEA.

The District and CSEA will meet and confer with the Chapter President of CSEA regarding any proposed changes to the FTE for full-time or part-time vacant positions.

SECTION 2. Announcements of Job Vacancies – All job vacancy announcements within the classified service shall be emailed to the campus and posted on the college's employment website by the Office of Human Resources. The announcements for job vacancies are:

A. Transfer Announcement

A transfer announcement for a job vacancy will be posted, internally, for a minimum of five working days. Permanent classified employees, in the same classification as a vacant position who are interested in transferring to another department, need to apply for a transfer by completing an online Internal Transfer Application. Eligible employees that apply for a transfer will be given first opportunity to interview for the position.

B. Job Announcements

All job announcements will be open and posted for a minimum of ten (10) working days.

- C. All job announcements for bargaining unit positions shall include the Collective Bargaining Agreement language in Article VIII (Wages), Section 2 – Initial Salary Placement in order to properly inform applicants of their ability to be placed beyond the first step at the time of hiring; ~~¶~~The job announcement shall specify:

Position title;
Work hours;
Salary range;
Opening and closing dates;
Work location;
Application process;
Qualification requirements;
Examination and selection process; and
Other pertinent information

SECTION 3. ~~Vacant Positions – All job vacancy announcements within the classified service shall be announced at the same full time equivalency (FTE) as it was at the time the position became vacant, unless there is a need by the district to increase the FTE.~~

- ~~A. For full time vacant positions, announcement shall be no less than forty (40) hours per week and cannot be reallocated into multiple part time positions.~~
- ~~B. For part time vacant positions, announcement shall be no less than twenty (20) hours per week unless the position was previously occupied at less than twenty (20) hours per week.~~
- ~~C. There shall be no announcements for multiple part time positions of less than twenty (20) hours per week unless mutually agreed between the CSEA and the District.~~

SECTION 3.4. Absence During the Posting or Interview Period - An employee may notify the Office of Human Resources if s/he will be absent on approved leave during the posting period or when the interviews are scheduled. The Office of Human Resources may suspend the selection process until the affected employee has had an opportunity to be interviewed, provided that the Office of Human Resources does not delay the selection more than one (1) calendar week.

SECTION 4. 5. Employment Application – All applicants are required to complete and submit an online employment application and other required information and/or documents by the closing date to be considered for a job vacancy. The application package may require the applicant to provide information regarding the applicant's training, experience and other pertinent information. Incomplete application packages, for any reason, will not be considered. All applicants will be notified regarding the status of their application once the position closes.

SECTION 5. 6. Notification of Application Status

All applicants will receive written notification regarding the status of their application after the position closes.

~~Rejection of Applications~~ – The Office of Human Resources may reject an application which indicates that the applicant is deficient in any or all of the minimum requirements as specified in the announcement of the vacancy. An applicant may also be rejected for the practice or attempted practice of fraud or deception in the completion of his/her application. The Office of Human Resources will notify applicants if their application is rejected.

SECTION 5 6. 7. Selection

- A. Testing – A job-related examination will be used to assess an applicant's ability, knowledge, and skills, and may consist of one (1) or any combination of generally accepted testing techniques, including but not limited to: performance tests, written tests and writing samples.
- B. Test Date Announcement – The Office of Human Resources shall notify applicants of the test dates at least three (3) working days prior to the day the test is to be given.
- C. Review of Test Results – Applicants, who test for any position, may request a meeting with the Office of Human Resources for the purpose of reviewing the applicant's performance on that test and discussing, in general terms, the areas and questions not answered correctly. Test scores will be kept confidential.
- D. Interviews – The Office of Human Resources will administer interviews that use a rated and structured interview format based on job related criteria. All internal applicants who apply and are qualified (met the minimum qualifications and passed the job related examination) will be given the opportunity to interview for

the position. In instances where an interview panel is formed, CSEA shall provide a list of CSEA members to Human Resources. Should the members be unable to serve on the panel or should Human Resources have a concern regarding a conflict of interest, CSEA and the District shall meet to mutually agree upon an alternate panel member.

SECTION ~~6~~ ~~7~~ ~~8~~. Verification of Employment – Verification of a prospective applicant's educational or professional certification, experience, and any other statutorily mandated prerequisites to employment should be done by the Office of Human Resources before any prospective applicant is offered employment. Such reference checking may also include a job related background check. **An applicant may be disqualified for the misrepresentation of information or fraud.**

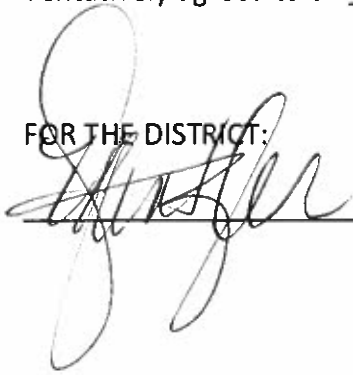
SECTION ~~7~~ ~~8~~ ~~9~~. Orientation Information - Upon initial employment, each bargaining unit employee shall receive an acknowledgement form with a link to the current Collective Bargaining Agreement between the District and the Association and necessary information and forms regarding the Health and Welfare benefit package.

SECTION ~~8~~ ~~9~~ ~~10~~. Information to Provide to New Employees - Upon reporting to their new assignment after initial hiring and/or transfer to a new position, the immediate supervisor of the employee shall meet with the employee to provide a copy of the employee's current official job description, information about the performance evaluation procedure and form, and a copy of the employee's chain of command from the immediate supervisor to the College President.

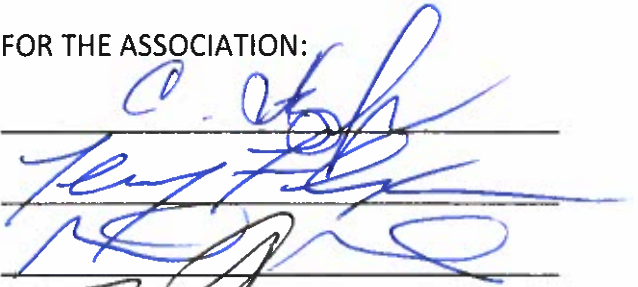
This Tentative Agreement is subject to ratification/adoption by both parties.

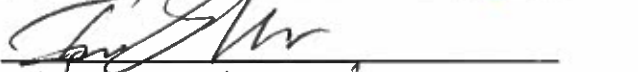
Tentatively agreed to on May 8, 2019.


FOR THE DISTRICT:

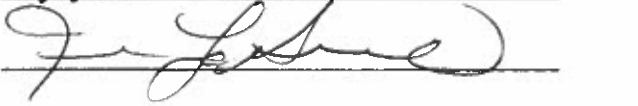



FOR THE ASSOCIATION:













Jessica Gonzalez
CSEA Labor Relations Representative

Counter Proposal
To
California State Employees Association and its Chapter 76
From
Glendale Community College District

May 1, 2019

APPENDIX "C"

CLASSIFIED CLASSIFICATIONS AND SALARY RANGES

SECTION 1. Classifications and Ranges – The Classified classifications (job titles) and salary ranges are listed below. The District shall have the right to create new positions as needed.

ADMINISTRATIVE SERVICES FAMILY			
<u>Accounting Series</u>	Range	<u>Administrative Services Series (continued)</u>	Range
Account Clerk I (Food Services)	19	Instructional Support Specialist	31
Accounting Clerk	22	Graphics Designer	32
Senior Accounting Clerk	27	Foundation Development Coordinator	36
Student Fees Assistant Technician	27	Public Information Coordinator	36
Financial Aid Audit Technician	30	Sports Information and Development Coordinator	36
Accounting Technician	31		
Employee Benefits Technician	31	<u>Marketing Series</u>	Range
Payroll Technician	31	<u>Graphic Designer</u>	32
Student Employment Services Technician	31	<u>Public Information Coordinator</u>	36
Student Fees Technician	31	<u>Sports Information and Development Coordinator</u>	36
Grants Accounting Specialist	33	<u>Computer Graphics Analyst</u>	40
Accountant Foundation	36	<u>Web Coordinator</u>	40
Assistant District Accountant	40		
Foundation Accountant & Business Operation Specialist	42	<u>Mail, Shipping, and Receiving Series</u>	Range
		<u>Mail Services Worker</u>	15
<u>Administrative Services Series</u>	Range	<u>Senior Mail Services Worker</u>	22
Office Assistant I	14	<u>Warehouse Worker</u>	22
College Information Operator	16	<u>Lead Warehouse Worker</u>	29
Office Assistant II	17		
Office Assistant III	20	<u>Business Services Series</u>	Range
Faculty Development Assistant	23	Business Services Technician	31
Administrative Assistant I	24	Senior Business Services Technician	35
Administrative Assistant II	27	Contracts Analyst	38
Administrative Assistant III	31		
Facilities Coordinator	31	<u>Mail Services Series</u>	Range
Governance Office Coordinator	31	Mail Services Worker	15
Instructional Services Specialist	31	Senior Mail Services Worker	22
		<u>Document Services Series</u>	
<u>Veterans Services Center Coordinator</u>	31	Senior Document Services Assistant	24
		Lead Reprographics Technician	27
		<u>Human Resources Series</u>	Range
		Human Resources Assistant	23

		Human Resources Generalist	31
		Senior Human Resources Generalist	36

ATHLETICS FAMILY			
<i>Athletic Equipment Series</i>	Range	<i>Athletic Trainer Series</i>	Range
Athletic Equipment Attendant	18	Assistant Athletic Trainer	21
		Fitness Center Technician	28
		Athletic Trainer	35

CAMPUS SECURITY FAMILY			
<i>Campus Police Series</i>	Range	<i>Campus Police Series (continued)</i>	Range
Police Communication & Record Specialist	26	Police Officer	37
Police Officer Trainee	29	Police Corporal	42

COMPUTER FAMILY			
<i>Computer Labs Series</i>	Range	<i>Instructional Computer Labs Series</i>	Range
Assistant Computer Lab Technician	24	Assistant Instructional Computer Lab Technician	23
Computer Lab Technician	30	Assistant Instructional Technology Support Specialist	23
Senior Computer Lab Technician	36	Instructional Computer Lab Technician	28
Engineering Lab Specialist	40	Senior Instructional Computer Lab Technician	33
		Instructional Technology Support Specialist	38
<i>Computing Series</i>	Range		
Computer Graphics Analyst	40		
<i>Engineering Lab Specialist</i>	40	<i>Programming Series</i>	Range
Web Coordinator	40	Programmer/Analyst	44
Network Administrator	44	Programmer/Analyst II	46
Database Administrator	48		
Computer System Administrator	48		
<i>Information Technology Support Series</i>	Range		
Assistant IT Specialist	23		
Assistant IT Support Specialist	32		
IT Support Specialist	36		
Senior IT Support Specialist	40		

FACILITIES FAMILY			
<i>Custodial Series</i>	Range	<i>Maintenance Series</i>	Range
Custodian	16	Utility Worker	22
Senior Custodian	20	Lead Utility Worker	28
Utility Worker	22	Skilled Crafts Maintenance Worker I	29
Head Custodian	24	Skilled Heating/Air Conditioner Repairer	34
Lead Utility Worker	28	Skilled Crafts Maintenance Worker II	34
Senior Head Custodian	29		
<i>Gardening Series</i>	Range		
Gardener	18	<i>Receiving Series</i>	Range
Head Gardener	24	Mail Services Worker	16
		Senior Mail Services Worker	22
		Utility Worker	22
		Warehouse Worker	22
		Lead Utility Worker	28
		Lead Warehouse Worker	29

FOOD SERVICES FAMILY			
<i>Food Services Series</i>	Range		
Food Services Worker	8		
GeekFood Services Worker II	10		
Food Services Worker II Cook	10		
Lead Food Services Worker	15		
Lead Food Services Operations Operations Worker II	17		

INSTRUCTIONAL ASSISTANCE FAMILY			
<i>Child Development Series</i>	Range	<i>Instructional Assistant Series (continued)</i>	Range
Child Dev. Center Front Desk Assistant	12	Science Lab Tech (Chemistry)	28
Early Childhood Educator	17	Science Lab Tech (Physics)	28
Master Early Childhood Educator	26	Senior Instructional Lab Technician	33
		Senior Science Lab Technician	33
		Computer Administrator Planetarium Tech Specialist	44
<i>Instructional Assistant Series</i>	Range	<i>Instructional Technology Support Series</i>	Range
Instructional Aid	12	Assistant Instructional Technology Support Specialist	23
DSPS Student Assistant	17	Instructional Technology Support Specialist	38
Assistant Instructional Lab Technician	23		
Assistant Lab Technician	23	<i>Library Series</i>	
Assistant Science Lab Technician (Chemistry)	23	Library and Learning Support Assistant	17
Emergency Medical Lab Technician	25	Library Technician I	23
Ceramic/Art Lab Technician	28	Library Technician II	25
Instructional Lab Technician	28	Library Computer Systems Coordinator	40
Nursing Resources Lab Assistant	28		
Photography/Art Lab Technician	28	<i>Performing Arts Series</i>	
Science Lab Tech (Biology)	28	Performing Arts Assistant Technician	22
		Performing Arts Technician	30

RESEARCH & PLANNING FAMILY			
Research Series	Range		
Planning and Research Analyst	38		

STUDENT SUPPORT FAMILY			
Admission & Records Series	Range	Student Services Series	Range
Enrollment Services Assistant	18	DSPS Student Assistant	17
Student Assessment Lab Assistant	20	Student Services Assistant I	17
		Student Assessment Assistant	20
Enrollment Services Technician	23	Student Services Assistant II	23
Enrollment Services Shift Lead	27	Student Assessment Technician	24 26
Enrollment Service Support Technician	31	Student Services Technician	31
Veterans Services Center Coordinator	31	Senior Student Services Technician	35
Senior Enrollment Services Specialist	36	Student Services Program Coordinator	36
Senior Enrollment Services Support Technician	36	Senior Coordinator International Student Program	38
		Senior Coordinator Student Services Program	38
Financial Aid Series	Range		
Financial Aid Assistant	18	Assistive Technology Support Services	Range
Financial Aid Data Assistant	21	Alternate Media Service Provider	38
Financial Aid Assistant Technician	23		
Financial Aid Audit Technician	30		
Financial Aid Technician	31	Student Support Clerk Series	Range
Senior Financial Aid Technician	36	Health Clerk	10
		Health Clerk II	17
Operations Analyst Series	Range	Program Assistant	17
Operations Analyst	40	Nursing Program Specialist	28
		Program Specialist	28
Interpreter Series	Range		
Sign Language Interpreter	32	Nursing Series	Range
Lead Interpreter/Coordinator	36	Nurse Associate	37
Alternate Media Services Provider (DSPS)	38		

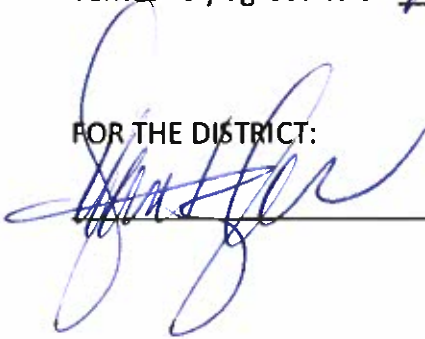
MISCELLANEOUS – NO IDENTIFIABLE FAMILY OR SERIES*			
Graphics Designer	32	Nurse Associate	37
Sign Language Interpreter	32	Alternate Media Service Provider (DSPS)	38
Lead Interpreter/Coordinator	36	Computer Administrator Planetarium Tech Specialist	44
Real Time Captionist	36		

*Classifications in this family may bump into any other family provided the employee meets the minimum qualifications for the new classification.


This Tentative Agreement is subject to ratification/adoption by both parties.


Tentatively agreed to on May 1, 2019.


FOR THE DISTRICT:

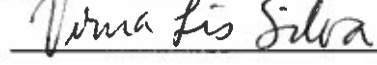


FOR THE ASSOCIATION:











Jessica Gonzalez
CSEA Labor Relations Representative

District Proposed Changes
May 1, 2019

APPENDIX "O"

Glendale Community College
Campus-Sponsored Staff Development
CLASSIFIED PROFESSIONAL GROWTH UNITS VERIFICATION

Each campus-sponsored Staff Development activity will receive one (1) professional growth credit unit (CPGU) for each three (3) hours of lecture, workshop, or class attendance. Evidence of attendance shall be verified from the class sign-in sheet.

Please submit this form to the Office of Human Resources when you have at least 6 hours of attendance.

Name: _____ Job Title: _____

Department: _____ E-mail: _____ Phone: _____

Class/Activity	Class/ Activity Date	Time	Presenter	Location	Total Hours	(HR Only)
						CPGU Eligible? Y/N

Employee Signature: _____ Date: _____

HR Review: _____ Date: _____

C. John *[Signature]* *5/1/19* *[Signature]*

**Counter Proposal
From
CSEA and its Glendale College Chapter 76
to
Glendale Community College District**

May 1, 2019

ARTICLE VIII - WAGES

SECTION 1. Basic Rate of Pay - The basic rate of pay for each position in the bargaining unit shall be in accordance with the rates established in Appendix "B1", which is attached hereto and incorporated by reference as a part of this Agreement. The regular rate of pay shall include any shift differential required to be paid under this Agreement. The salary schedule shall be effective July 1, of each year, regardless of the effective date of the Contract.

In the event that any other bargaining unit of the District receive a salary increase and/or other compensation (i.e. on- or off- schedule improvement, improved health and welfare, retirement incentive, bonus, etc.), the Association and the District will meet and negotiate in good faith to provide parity.

SECTION 2. ~~Initial Salary Placement~~ Salary Placement

A. New employee initial salary placement: New employees may be initially placed beyond the first step, to a maximum of Step 3, of the salary schedule. Step placement at Step 2 is based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the position. The equivalent of twenty- ~~four~~ **four**(~~20~~**4**) semester units of related course work will equal one (1) year **of work experience.** (Transcripts must be submitted.) ~~while r~~**Related** work experience will be counted on a year-for-year full-time equivalent basis. Step placement at Step 3 will be based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.

B. The new employee or ~~position supervisor must~~ **may shall request their initial salary placement be reviewed by** ~~must submitting a~~ written **"Classified Initial Salary Placement Request"** (Appendix M)~~a written request to the Associate Vice President of Human~~

Resources or designee within thirty (30) days of the start date ~~on a form created by Human Resources by completed ing by (included as Appendix M)~~. This form shall also be provided to all new employees at the time of hire. The request shall state the reasons that the candidate believes he/she should be placed above Step 1 of the salary range; specifically, outlining the training and/or experience beyond the minimum requirements for the position. Evidence of such advanced placement and the justification in each instance shall be made available to CSEA upon request from the CSEA Chapter President or designee.

C. Current Employee Promotional Salary Placement: A regular permanent employee who receives a promotion to a **higher classification** ~~allocated to a higher salary range~~ shall be placed on the step of the salary range that is 5% or more above the ~~employee's current rate-range and step, up to step 3~~, including the Professional Growth stipend (as applicable). Longevity pay is not included in the determination of this step. Once this promotional step placement is determined, all longevity pay will then be applied to calculate the employee's monthly compensation. ~~the employee received in the previous class.~~

~~If An current employee who believes that he/she should be placed above Step 1 or 2 shall request a review of the promotional salary placement by submitting the "Classified Initial Salary Placement Request" Form (Appendix M) to the Vice-President of Human Resources or designee within thirty (30) days of the start date. Step placement shall may be or placed beyond 5%the first step of the salary schedule beyond Step 1 or 2 will be based on the following:~~

- 1. Step placement at Step 2 is based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the position. The equivalent of twenty-four (24) semester units of related course work will equal one (1) year of work experience. (Transcripts must be submitted.) while Related work experience will be counted on a year-for-year, full-time equivalent basis.**
- 2. Step placement at Step 3 higher steps will be based on an additional two (2) years of related education and/or paid work experience per each step above the experience required for Step 2 placement.**

* The equivalent of twenty (204) semester units of related course work = one (1) year work experience. Transcript must be submitted.

** Longevity and Professional Growth Units (CPGU) will be counted towards placement.

<u>Placement Step</u>	<u>Work Experience and/or Education</u>
<u>Step 2</u>	<u>3 years of paid work experience and/or education.</u>
<u>Step 3</u>	<u>5 years of paid work experience and/or education.</u>
<u>Step 4</u>	<u>7 years of paid work experience and/or education.</u>
<u>Step 5</u>	<u>9 years of paid work experience and/or education.</u>
<u>Step 6</u>	<u>11 years of paid work experience and/or education.</u>

SECTION 3. Salary Advancement - Employees shall be advanced by step on the Salary Schedule in accordance with the following provisions:

- A. Employees placed on Step 1 of a range will advance to Step 2 on the first (1st) of the month following completion of the probationary period.
- B. Advancement beyond Step 2 of a range will be at one (1) year intervals.
- C. An employee who is hired at a rate above the first step will receive his/her first increment advancement after one (1) year of service.
- D. Advancement in step in a salary range shall be based upon the employee receiving a level of performance above "unsatisfactory" on his/her last performance evaluation.

E. An employee returning from a leave of absence on unpaid status will resume his/her step placement and advancement on the range as if the leave had not been taken, but such leave time will not be counted for step advancement purposes.

EF. ~~An employee who receives a promotion to a class allocated to a higher salary range shall be placed on the step of the salary range which is 5% or more above the rate the employee received in the previous class above the employee's current rate range and step, up to step 3, including the Professional Growth stipend (as applicable). Longevity pay is not included in the determination of this step. Once this promotional step placement is determined, all longevity pay will then be applied to calculate the employee's monthly compensation.~~

F. ~~In the event an employee is appointed to a class with a salary range equal to or below his/her current range as a result of a voluntary or involuntary lateral change of class, voluntary or involuntary demotion, disciplinary action or layoff, such appointment shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be at the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he/she is appointed.~~

1. ~~A class is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.~~

SECTION 4. Salary Reallocation

A. Reallocation is the movement of a single incumbent position or an entire class from one salary schedule or hourly rate to another salary schedule or hourly rate on the basis of either internal or external alignment. A salary reallocation is not based on additional duties or responsibilities.

B. The District and Association agree to the following dollar amounts to be spent in each fiscal year for salary reallocation:

For each year of this Agreement the amount for salary reallocation shall be equal to \$50,000.

If the amount noted above is not fully encumbered in any given year, the excess amount will be rolled over to the next year. The District agrees to provide the Association with an annual

accounting of the Reallocation Fund no later than September 1 of each year for the previous fiscal year. In the event that the Reallocation Fund balance is more than \$150,000 at the end of the fiscal year, the allocation for the upcoming year shall be reduced so as to not exceed a cap of \$150,000 per fiscal year.

- C. Employees shall request salary reallocation by submitting the request to the CSEA Chapter President between January 1, and April 15 of each year. By submitting a request, ~~the request shall~~ employee is certifying that the current job description is accurate.

Classifications shall be limited to salary reallocation review once every three (3) years from the date of original request.

CSEA shall select a maximum of five (5) classifications for reallocation and shall forward the list to the Office of Human Resources by June 15. The District may select one (1) classification for reallocation by June 15. Upon receipt of the list of requests for reallocation, the Office of Human Resources shall submit a tentative schedule for completion.

- D. The Office of Human Resources shall conduct a salary survey of the agreed on classifications. ~~The District and CSEA will discuss and agree on the schools to be surveyed.~~ The list of schools to be surveyed will be used for the duration of the contract, see Appendix G.

1. ~~Reallocation recommendations~~ The salary survey will be based on a comparison of compare positions with like duties and responsibilities. ~~Positions will be considered comparable if a preponderance of the duties and minimum requirements are comparable.~~ In order to be considered as a valid survey, there must be at least three (3) Districts with comparable positions. In the event there are less than three (3) Districts with comparable positions, the District and CSEA shall discuss a broader list.

2. All salaries of comparable positions from the agreed upon Districts shall be used for comparison. The first step of the salary range will be compared to the median salary, at first step, of comparable positions in the alignment process.

3. By March 15th, the Office of Human Resources shall present the findings of the survey to the CSEA Chapter President for final negotiations to commence within thirty (30) days.

4. If the results of the salary survey indicate a lower salary range, the employee shall be Y-rated. (Y-rating means that the incumbent's salary shall be frozen until the current salary matches the new salary range.) Y-rating will only be implemented when the District's salary range is more than fifteen percent (15%) higher than the salary resulting from the external salary survey.

~~In the event a salary recommendation of a classification is over ten percent (10%) of the median for one (1) year, the salary increase shall be realized in the next two (2) years, for not less than fifty percent (50%) of the increase per year.~~

~~If the results of the salary survey indicate a higher salary range, employees affected by the salary reallocation shall move to the same step of the recommended salary range.~~

5. If the results of the salary survey indicate a higher salary range, employees affected by the salary reallocation shall move to the same step of the recommended salary range.

In the event a salary recommendation of a classification is over ten percent (10%) of the median for one (1) year, or more of than the District's current salary range, the salary increase shall be realized in the next two (2) years, for not less than fifty percent (50%) of the increase per year.

6. If the results of the salary survey indicate a lower or higher salary range, all applicable vacant positions within the classification(s) will be adjusted to the new salary.

SECTION 5. Working Out of Classification - A permanent employee who is assigned to temporarily perform higher level duties outside of his or her classification for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period, shall be properly compensated according to the following:

- A. A permanent employee who is assigned to perform a majority of the duties of a higher classification and those duties make up at least fifty percent (50%) of his/her time shall be compensated at the first step of the salary range for the higher classification that is at least a 5% salary increase inclusive of longevity increments.

- B. If assigned duties make up less than fifty percent (50%) of the duties of a higher classification, the District shall pay the employee equal to a 2.5% salary increase inclusive of the longevity increments.

An employee shall be compensated the higher rate of pay retroactive to the first (1) day of the duties being assigned for temporary out of classification subject to applicable federal and state laws.

The stipend amount shall not be more than what the employee would receive if he/she were promoted/reclassified to the higher classification.

- C. All requests for working out of classification shall be completed and submitted to Human Resources using the "Request for Out of Classification Compensation" form (attached as Exhibit Appendix F of this Agreement). The request should be submitted to Human Resources within ninety days of the out of work classification work being assigned to the employee. Human Resources will investigate and determine proper compensation for working out of classification based upon this Section. Decisions will be communicated to the Association within five (5) days of the decision being made. The Association has the right to challenge the decision with the Associate Vice President, Human Resources and then the Superintendent/President if it feels the duties being performed are not within the existing classification. The decision of the Superintendent/President is final.

SECTION 6.

Non-promotional Salary Changes

In the event an employee is appointed to a class with a salary range equal to or below his/her current range as a result of a voluntary or involuntary lateral change of class, voluntary or involuntary demotion, disciplinary action or layoff, such appointment shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be at the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he/she is appointed.

SECTION 67. Night Differential - Employees shall be entitled to night differential pay, a salary allowance in addition to the basic rate or schedule based upon hours of employment, in accordance with the following provisions:

- A. All employees whose ~~regular~~ assigned time requires them to work one half (½) of their ~~regular~~ shift between the hours of 5:00 p.m. and midnight shall be paid night differential pay of five percent (5%) of their base salary.
- B. All employees whose ~~regular~~ assigned time requires them to work one half (½) of their ~~regular~~ shift between the hours of midnight and 7:00 a.m. shall be paid night differential pay of nine percent (9%) of their base salary.
- C. Night differential pay shall be paid effective the first day that an employee is assigned to work at least one-half (½) of his/her ~~regular~~ shift between the hours of 5:00 p.m. to 7 a.m.

Night differential pay shall terminate effective the first day that an employee is assigned to the day shift, except that an employee temporarily (20 working days or less) assigned to the day shift shall not lose the pay differential.

- D. If an employee is ~~regularly~~ assigned to work on a shift that would qualify for night differential pay less frequently than five (5) days a week, night differential pay shall be paid only for those days on which such work is done.
- E. Part-time food service employees shall be paid seventy cents (\$.70) per hour above their regular hourly rate for call-back time worked after 5:00 p.m. They shall be paid not less than one and one-half (1½) times their regular pay on the sixth (6th) and seventh (7th) days and, at all times on holidays they shall be paid at a rate of two and one-half (2½) times their regular rate of pay.

SECTION 78. Weekend Differential

All employees required to work weekends will receive a weekend day differential of seven percent (7%) for the weekend hours worked.

SECTION 89. Pay Warrants

All end-of-month regular pay warrants of employees in the bargaining unit (pay warrants payable on or before the tenth (10th) of the following month) shall be itemized to include all deductions, overtime and additional wage benefits.

If all necessary processing paperwork is complete for a new employee by the fifteenth (15th) of the month, the employee shall receive an earned salary advance on the twenty-fifth (25th) of that month. Employees who complete processing after the fifteenth (15th) shall receive their first paycheck on the tenth (10th) of the following

month.

SECTION 910. Pay Days - All employees in the bargaining unit with regularly scheduled hours shall be paid twice per month, payable on or before the tenth (10th) and on or before the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday or holiday, the warrant shall be issued on the preceding workday.

SECTION 4011. Errors in Pay - Any action or inaction resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a warrant to correct such error shall be issued within five (5) days after verification by the District.

- A. Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or salary, the appointing authority shall, within five (5) working days following such determination, provide the employee with a statement of the correction and a supplemental paycheck.
- B. Any payroll or other salary errors shall be claimed retroactively by employees up to a maximum permitted by law.

In the case where an employee is incorrectly overpaid, the employee shall be notified by the District when the overpayment occurred, and provided with a proposed repayment plan. The employee shall have the opportunity to work out an alternative payment plan with the Controller or his/her designee within (15) days of notification, or within fifteen (15) days of notification by the employee to the District. The alternative repayment plan must be reasonable. As an example of a possible repayment plan, the repayment period for an employee shall not be longer than the period in which overpayment occurred, provided the amount of the monthly repayment does not exceed 10% of the full-time employee's monthly gross income. If the amount of repayment exceeds 10% of the full-time employee's monthly gross income, the Controller shall extend the repayment schedule by the time necessary to reduce the payment to the 10% threshold. An example of a possible reasonable repayment plan for a part-time employee is one that shall not be longer than three months in a six-month period of overpayment and six months for a twelve month period of overpayment.

SECTION 4112. Mileage Reimbursement - Employees whose regular daily assignment requires traveling on District business, by use of personal vehicle, shall be reimbursed at the current IRS per mile rate. Such reimbursement shall be adjusted during the term of the Agreement to

conform to changes in the IRS rate. Such employees shall also be reimbursed for actual parking charges.

SECTION 1213. Longevity Increments

All employees, regardless of their time in any one classification shall advance the following increments from their current base schedule salary step. Longevity is determined on the employee's original permanent position date of hire adjusted for any unpaid periods of time:


After the completion of 9 years of service – 5% increment
After the completion of 14 years of service – 5% increment
After the completion of 19 years of service – 5% increment
After the completion of 24 years of service – 7% increment
*Effective July 1, 2015


SECTION 1314. Bilingual Differential - If an employee is in a position where bilingual knowledge and skills are regularly required as determined by the District, the person in that position shall receive bilingual compensation. The compensation shall consist of fifty dollars (\$50) per month if written and oral communication skills are required and twenty-five dollars (\$25) per month if only oral communication skills are required. Compensation skills are based on competency as demonstrated by an examination to be given within thirty (30) days of the requirement.


SECTION 1415. Payroll Deductions - The District shall, upon receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings the amount specified by the employee for the following; Credit Union, United Way/AID, Tax Sheltered Annuities, U.S. Savings Bonds, CSEA Group Life Insurance and a CSEA Group Income Protection, or CSEA membership dues or service fees.

This Tentative Agreement is subject to ratification/adoption by both parties.

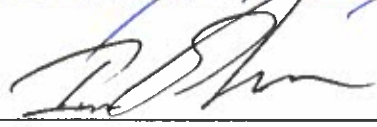
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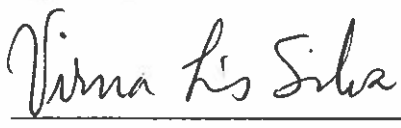
FOR THE ASSOCIATION:



FOR THE DISTRICT:












CSEA Labor Relations Representative

**Counter Proposal
From
Glendale Community College District
To the
California School Employees Association, Chapter 76**

May 1, 2019

ARTICLE XXI - PROFESSIONAL GROWTH

- SECTION 1. Professional Growth** – Professional growth is the ongoing process of improving knowledge, skills, and awareness through a variety of learning opportunities, such as college degrees, coursework, conferences, workshops and training sessions.
- I. **Purpose** - The purpose of professional growth for classified employees is to:
 - A. Encourage employees to complete college/university, community college, adult school, and/or various other educational programs.
 - B. Encourage employees to update skills and/or knowledge relating to current positions.
 - C. Encourage employees to upgrade skill and/or knowledge for future career enhancements.
 - D. Encourage employee awareness and wellness.
 - E. ~~Encourage employees to participate in Ancillary Shared Governance activities that benefit the District.~~
 - II. **Types of Professional Growth Objectives**
 - A. Completion of Degree from an accredited college or university (AA/AS, BA/BS, MA/MS, Ph.D, Ed.D, etc.)
 - B. Job and/or career related Certificate (Educational or Industry Standard)
 - C. Job and/or career related Professional Enhancement courses or seminars
 - D. Job and/or career related Continuing or Adult Education courses
 - E. Campus or employee awareness and wellness activities.

SECTION 2. Attendance at Professional Growth Activities - In order to meet the operational needs of the department, attendance at all professional growth activities, during work hours, requires approval from the department manager/supervisor. After attendance at Professional Growth activities, the employee will provide Appendix "O" to the manager/supervisor for review and signature prior to submission to the Office of Human Resources.

SECTION 3. Professional Growth Units – Professional growth units are approved hours for related activities converted into units that are used to calculate the professional growth stipend.

- I. **Professional Growth Unit Requirements** – To receive credit for professional growth units an employee is required to:
 - A. Successfully complete their probationary period.
 - B. Provide proof of attendance at professional growth activities. Employees must sign the proof of attendance form, as applicable, when attending campus professional growth activities.
 - C. Complete and submit the CPGU Verification form for approved professional growth activities, which includes including individual courses, and submit to the Office of Human Resources. The form is available online on the Classified Staff Development website and in the Collective Bargaining agreement (Appendix O), to the Office of Human Resources. Individual courses require transcripts or certificates showing a passing grade of C or better or credit, as applicable.
 - D. Complete and submit the Employee Education Plan (EEP) for approval prior to taking approved courses. Upon completion of a course(s), along with the employee shall submit transcripts to the Office of Human Resources showing a passing grade of C or better or credit.
 - E. All requests for CPGUs need to be submitted within three years of the professional growth activity.
- II. **Professional Growth Unit Calculations** – Professional growth units are tabulated and approved by the Office of Human Resources and credited as follows:

- A. Approved college courses completed with a passing grade of C or better or credit will receive four (4) professional growth units for each one (1) semester units or equivalent quarter units of class attendance.
- B. Approved campus sponsored Staff Development professional growth activities will receive one (1) professional growth unit for each three (3) hours of professional growth activities.
- C. Approved External and/or Offsite seminars, training sessions, conferences, workshops and other training opportunities: will receive one (1) professional growth unit for each three (3) hours of seminars, workshops, conferences, etc. up to a maximum of 8 hours per day.
- D. Classified employees approved to conduct presentations and workshops shall receive two (2) hours for each one (1) hour of presentation.

SECTION 4. ~~Glendale Community College Tuition Fee Waiver~~ – The District shall ~~waive tuition for bargaining unit members and their eligible dependents taking classes at Glendale Community College. The District shall provide \$10,000 per academic year to cover tuition for bargaining unit members and their eligible dependents. Tuition fee waivers shall not include laboratory fees and course materials.~~

SECTION 5 4. Professional Growth Stipend - Employees will receive a stipend as follows:

~~I.~~ **Employees will receive a stipend for every twenty (20) professional growth credit units completed ~~to a maximum of two hundred forty dollars (\$240) plus applicable COLA each year, rounded to the nearest dollar amount. up to a maximum of two hundred and forty (240) professional growth credit units (refer to~~ Professional Growth stipend schedule in Appendix B3 ~~salary schedule for current dollar amounts).~~ Stipends shall end when an employee is reclassified or promoted to a job which salary exceeds the value of the previous base salary plus stipend by at least five percent (5%). When determining step placement, the employee shall be placed on a step not less than the value of five percent (5%) greater than the previous base salary plus stipend**

~~II. Employees will be given stipends for Ancillary activities defined as “projects or activities outside of classified duties”:~~

~~A. Program Review~~

~~B. Accreditation~~

C. Master Plan Team B

SECTION 6 5. Employee Education Plan (EEP) - An EEP is a plan that states clear educational goals, objectives, and a list of courses to achieve the stated goals and/or objectives and the timeline to complete the plan.

An EEP is only required when an employee is requesting District tuition reimbursement **and/or CPGU credit** for degree-related courses.

I. EEP Approval Process

- A.** Employees requesting tuition reimbursement **and/or CPGU credit** shall prepare an EEP, available online on the Classified Staff Development website and in the Collective Bargaining agreement (Appendix N). Employees shall submit the "Employee Education Plan" to the Office of Human Resources for approval.
- B.** The Office of Human Resources will review and notify the employee of the decision, in writing, within fifteen (15) days and keep the original plan on file.
- C.** The Classified Development Coordinator shall notify the Staff Development Governance Committee at its next scheduled meeting of all plans approved since its last meeting so that the approval can be reflected in the minutes.

SECTION 7 6. Appeal Process for an Employee Education Plan - An employee may appeal an Employee Education pPlan that was denied to the Professional Growth Committee (see Section 11). The procedure for the appeal is as follows:

- A.** Within ten (10) working days, an employee shall submit a memo to the Office of Human Resources requesting an appeal of the District's recommendation, if denied. The Office of Human Resources shall immediately notify the Chair of the Professional Growth Committee (PGC).
- B.** The Professional Growth Committee (PGC) will review the appeal and render a decision.
- C.** A written explanation of the decision shall be forwarded to the employee within ten (10) days.

- D. If the appeal is not granted, the employee may forward it to the Superintendent/President for a final decision.
- E. The Superintendent/President shall communicate the decision, in writing to the employee, the Office of Human Resources, and the PGC within twenty (20) days.

SECTION 8 7. Tuition Reimbursement Eligibility - Only completed college courses will be considered for tuition reimbursement.

- A. Employees taking approved classes on District time or on the employee's own time (Personal Necessity Time, Vacation Time, Personal Time Without Pay, and Non-duty Time) are eligible to receive tuition reimbursement subject to budget limitations.
- B. An employee cannot receive staff development funds under this Article for tuition reimbursement if the employee is receiving reimbursement from any other source for the same activity.

SECTION 9 8. Tuition Reimbursement Procedures

- A. Upon completion of approved courses, classes, seminars, or job-related training, it is the responsibility of the employee to provide verification of completion with a transcript or acceptable certificate of completion and the Tuition Reimbursement Form to the Classified Development Coordinator. Within ten (10) days, the Office of Human Resources and the Classified Development Coordinator shall verify the documentation, approve reimbursements within established budgetary guidelines, and send verification of earned CPGUs to the employee. The employee shall receive a reimbursement check within fifteen (15) days from Accounts Payable upon receiving the expenditure approval. Tuition is reimbursed up to \$300 per employee, per academic year.

SECTION 10 9. Approved Course Sites - Approved course work may be taken at:

- A. Any accredited college/university
- B. Any accredited community college
- C. Any state approved private industry school
- D. Any approved seminar site or school

SECTION 11 10. Courses Allowed – Any number of courses may be taken during an employee's non-duty time. A permanent employee may take up to two (2) courses per semester, during their working hours, providing the following conditions are met:

- A. Operational needs of the employee's department are met.
- B. The courses are taken according to the provisions set forth by the PGC.
- C. An employee may be excused from duty to take one (1) approved course or class a semester on district time.
- D. An employee may also take a second course or class using one (1) or a combination of the following time plans:
 - 1. Personal Necessity Leave
 - 2. Vacation Time
 - 3. Personal Time Without Pay

Request for time-off for any Professional Development Courses must be approved by the Supervisor. If a time schedule cannot be agreed upon, CSEA and the District shall meet to discuss a resolution.

SECTION 12 11. Professional Growth Committee - The Professional Growth Committee convenes as needed to ensure that the greater majority of all problems and unaddressed contingencies are dealt with by a knowledgeable group during the program's operation. The Professional Growth Committee shall be composed of five (5) people. All appointments will be for a two (2) year term.

- A. CSEA will appoint two (2) classified employees.
- B. The Superintendent/President will appoint two (2) managers: one (1) classified and one (1) certificated.
- C. The appointed members will mutually select one (1) confidential employee.
- D. The **Associate** Vice President of Human Resources **or designee** and Classified Development Coordinator will serve as non-voting resource members.

SECTION 13. AB 1808 (Education Omnibus Trailer Bill) – Professional Development Funds for Classified Employees were established for classified employees to receive grant money. These funds shall not be used to supplant existing trainings which have been funded by the Chancellor’s Office of the California Community Colleges (CCCO) but shall be additional trainings to benefit and enhance classified staff development. The program has apportioned funds by the Community College District based on the number of classified employees in the immediately preceding fiscal year.

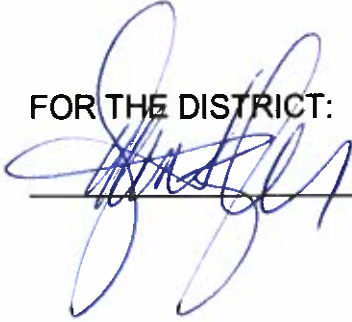
Grant money shall be used for:

- I. Additional trainings to benefit and enhance classified staff development.
- II. At least one relevant training will be identified for each “job family” which can be found in Appendix C.
 - A. Identification of specific, relevant trainings shall be done by the Staff Development Committee.
 - B. Trainings shall be identified no later than February 1, 2010.
- III. No costs of training are to be borne by classified school employees;
- IV. The District shall reimburse all classified school employees for mileage and overnight accommodation by the employee to attend training.
- V. All classified employees shall be in paid status, and compensated at the appropriate rate of pay while being trained.
- VI. There shall be no discipline, including verbal or written warnings, given for any regular work not performed while a bargaining unit member was in training.
- VII. Overtime, or compensatory time (regular or overtime) shall be authorized to approve extra hours, to alleviate any work load problem following a scheduled training when such an impact cannot be minimized by prioritizing the bargaining unit member’s daily work.

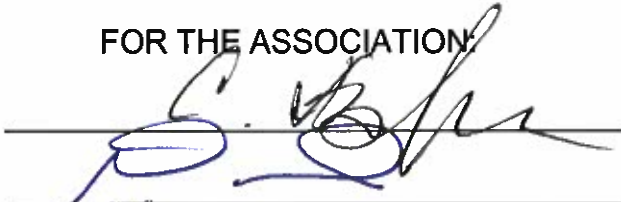
This Tentative Agreement is subject to ratification/adoption by both parties.


Tentatively agreed to on May 1, 2019.


FOR THE DISTRICT:



FOR THE ASSOCIATION:







Verma K. Silva

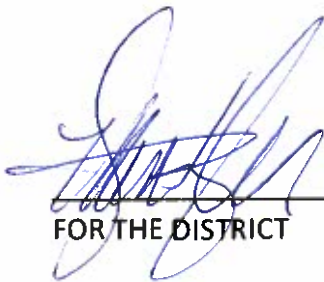


Jessica Gonzalez
CSEA Labor Relations Representative

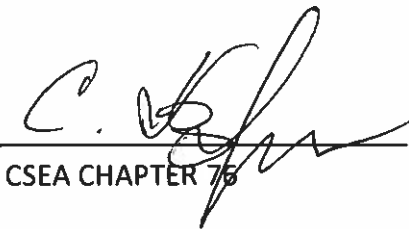
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
Glendale Community College District
And
CSEA Glendale College Chapter 76
May 1, 2019**

This Memorandum of Understanding between the CSEA Glendale College Chapter #76 and the Glendale Community College District in regards to form a task force to research the viability of Tuition Fee Waivers for classified employees and their eligible dependents enrolled in classes at Glendale Community College.

The task force shall include two members from each negotiations team. The committee shall convene during Summer Session/s and bring its recommendations based on the analysis and research in Fall 2019.



FOR THE DISTRICT



FOR CSEA CHAPTER 76



CSEA LABOR RELATIONS REPRESENTATIVE

**Counter Proposal
From
California School Employees Association, Chapter 76
To the
Glendale Community College District**

January 9, 2019

ARTICLE XVIII - DISCIPLINARY PROCEDURES

SECTION 1. Disciplinary Action

- A.** Discipline is defined as action by the District against an employee for an infraction of District policies, rules, or regulations. ~~S,~~ such action includes, but is not limited to:
1. Suspension without pay;
 2. Demotion to a lower class in which qualified;
 3. Dismissal
- B.** Prior to disciplinary action against a Bargaining Unit Member, the District may give verbal warnings, written warnings, written reprimand in personnel file, and/or a plan for improvement in a performance evaluation, as outlined in Article XVII; Section 5.
- C.** A new; probationary; employee ~~after provisions set forth in Article XIV Section 4,~~ may be dismissed at any time prior to the expiration of the probationary period and shall not be entitled to a hearing **for causes outlined in Section 3 of this Article.**

SECTION 2. Imposing Personnel Action - The Superintendent/President or his/her designee may impose personnel action against an employee.

SECTION 3. Cause for Disciplinary Action - Causes for disciplinary action against a permanent employee include, but are not limited to the following:

- A.** Fraud in securing or maintaining employment.
- B.** Neglect of duty (i.e. failure to perform regularly assigned tasks and failure to follow approved safety precautions.)
- C.** Insubordination (i.e. refusal to perform an assigned task which is legal or does not constitute a safety or health hazard to the employee.)
- D.** Dishonesty (i.e. ~~stealing, lying,~~ fraud, theft, and falsifying record or reports.)

- E. Use or possession of intoxicants or illegal drugs while on duty; or off-duty use which impedes performance.
- F. Absence without an approved leave.
- G. Misuse of District property (i.e. abusive operation of equipment, deliberate destruction or damage, unauthorized use, and removal of approved safety devices on equipment.)
- H. Violation of any of the prohibitions set forth in the Education Code or the California Administrative Code, Title 5, and any violation of the policies or regulations of the District or provisions of the eCollective bBargaining Agreement in effect.
- I. Conviction of a felony or conviction of a misdemeanor, ~~during work hours that impedes the employee's ability to perform job duties.~~ involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- J. Misuse of sick leaves (i.e. unscheduled excessive or patterned absenteeism or tardiness; or early departures.)
- K. Sexual harassment, ~~or~~ abuse, and/or bullying of students or employees.

SECTION 4. Procedures for Disciplinary Action and Right to Appeal

A. Supervisory Meeting

The management level supervisor of the employee shall meet with the employee before forwarding a written charge of disciplinary action. The employee shall be informed of his/her right to representation before the meeting. This meeting shall provide:

1. Evidence of the charges leading to the disciplinary action.
2. Review of previous efforts to resolve the problem leading to the disciplinary action.
3. A recommendation of the disciplinary action to be taken as noted in Section 1A.
4. Every attempt shall be made to resolve the problem at this meeting. Should resolution not be possible the request for disciplinary action will be forwarded to the Office of Human Resources along with the supporting information to initiate the action.

B. Skelly Hearing

A Skelly Hearing is due process which allows an employee to respond to charges preceding any disciplinary actions brought by the District.

1. **Initiation and Notification of Charges** - The Office of Human Resources may initiate discipline by filing a Recommendation for Personnel Action as defined in Board Policy 7365 with the Board of Trustees against a permanent classified employee.
2. Within five (5) working days of the filing, a copy of the Recommendation for Personnel Action shall be served on to the employee either in person or by registered/certified mail, return receipt requested, at the employee's last known address. A copy of the Recommendation for Personnel Action shall be submitted to the Association.
3. The Recommendation for Personnel Action shall include the following:
 - a. A statement of the personnel action being recommended (e.g., suspension with/without pay, demotion, or dismissal).
 - b. A statement of the cause phrased in ordinary and concise language and not in the language of the District's rule, regulation, or statute.
 - c. A statement of the specific acts or omissions on which the causes are based.
 - d. A statement of the employee's right to appeal and the manner and time his/her appeal must be filed.
 - e. Notice of the date, time, and place of the "Skelly Hearing" to provide the employee an opportunity to present information relative to the charges to be considered by the Board of Trustees.
 1. The employee is entitled to be accompanied by a representative of his/her choice.
 2. Failure to appear at the scheduled "Skelly Hearing," or to obtain a postponement, shall be deemed to be a waiver of the employee's right to appeal the proposed disciplinary action.
 3. On completion of the "Skelly Hearing," a decision will be forwarded to the Board of Trustees, to the appellant, and to the Association recommending the action resulting from the hearing. If the recommendation sustains the disciplinary action, the Recommendation for Personnel Action shall be placed on the next Board of Trustees agenda.

C. Appeal to the Board of Trustees

Before any disciplinary action, as outlined in Sections 1A, the employee shall have the right to appeal the proposed discipline. This does not preclude action being taken by the District as mandated by State or Federal laws.

1. Upon receipt of the Recommendation for Personnel Action from the "Skelly Hearing," the appellant has five (5) working days to file a "Demand for Hearing Form," (see Appendix "L") a copy of which shall be included in the recommendations provided the employee from the "Skelly Hearing." Receipt by the employee shall have been accomplished by deposit of the Recommendation for Personnel Action in the U.S. Mail (registered/certified return requested), to the employees last known mailing address.
2. Any other written document signed by the employee and appropriately filed within the five (5) working days shall constitute a sufficient notice of appeal.
3. A notice of appeal is filed by delivering the notice of appeal to the Office of Human Resources during normal work hours. The appeal may be mailed to the Office of Human Resources but must be received or postmarked within five (5) working days from receipt of the Recommendation for Personnel Action.
4. If the employee does not file a "Demand for Hearing" or a notice of appeal within the time specified, the employee shall have waived the right to appeal. The Board of Trustees may move to consider the Recommendation for Personnel Action, and if found appropriate, order immediate implementation of the action.

SECTION 5. Appeal Hearing

A. The Appeal Hearing will be conducted in the following manner:

1. Representatives of the employee and the Board of Trustees shall select an arbitrator as the hearing officer. The District and CSEA shall each obtain/maintain a list of five arbitrator(s) from the American Arbitration Association or the California Mediation and Conciliation Board. Selection shall be made by mutual agreement or by alternately striking one name from the list until only one name remains. The arbitrator shall be considered the designee of the Board of Trustees to conduct the hearing and report findings, conclusions, and recommendations to the Board of Trustees.
2. The District and the employee shall each have their right to compel attendance of any other employees of the District to testify, to cross examine all witnesses, to present such exhibits and/or other evidence

as may be ruled relevant to the case. Technical rules of evidence shall not apply.

3. The employee shall have a right to appear in person on his/her own behalf with designees or representation provided by CSEA as the exclusive representative as he/she requests to represent his/her defense. An employee may provide outside counsel by signing a waiver of representation form provided by CSEA. The District may also have counsel.
- B. Counsel/representatives for the respective parties shall exchange witness lists at least five (5) working days prior to the hearing.
 - C. The hearing shall be held at the earliest convenient date, considering the established schedule of the arbitrator and the availability of counsel and witnesses. The parties shall be notified of the date, time and place of the hearing.
 - D. In arriving at a decision or proposed decision, the arbitrator may consider the records of any prior personnel action proceeding against the employee in which another personnel action was sustained and any records contained in the employee's personnel files within the last two (2) years, if the records were introduced into evidence at the hearing.
 - E. The recommendation of the arbitrator shall be submitted to the Board of Trustees and shall be in writing, summarizing the facts, setting forth findings and making a recommended decision. A copy shall be served by registered/certified regular U.S. Mail upon the appellant and appellant's representative/counsel.
 - F. The proposed decision of the arbitrator shall be considered by the Board of Trustees, which shall thereafter render a final decision on the matter. The Board of Trustees may accept or reject the decision. However, if the decision of the Board of Trustees is different from that of the arbitrator, the decision will not be based on any facts other than those presented to the arbitrator. A statement of the Board of Trustees reasons for rendering a different decision will be included in the final decision. A copy of the decision shall be delivered to the employee and his/her designated representative personally or by registered mail, postage prepaid, and delivered to the employee's last known address. The decision of the Board of Trustees shall be final.

SECTION 6. Employment Status Pending Appeal or Waiver

- A. Any employee, against whom a Recommendation for Personnel Action has been issued, may continue performing the duties of the position pending his/her appeal or waiver.
- B. However, in cases where the Superintendent/President has determined

that an employee should be dismissed and that continuation of active duty after a Recommendation for Personnel Action has been issued could result in a potential risk of harm to students, employees, or District property while the proceedings are pending, the Superintendent/President he/she may order the employee immediately suspended from active duty with/without pay as defined in Education Code section §88123.

- C. The suspension order shall be in writing and include a statement of the reasons why suspension is necessary. Any suspension order shall be served on the employee and the Association either personally or by registered/certified mail, return receipt requested to the employee's last known address, immediately after issuance.

SECTION 7. Suspension Limits - Any suspensions as a disciplinary action invoked under these rules against any employee for reasonable cause shall not exceed thirty (30) calendar days in any one (1) incident nor accumulate more than ninety (90) calendar days in any twelve (12) month period. This section does not preclude suspension as defined in Education Code section §88123.

SECTION 8. Amended/Supplemental Charges

- A. At any time before an employee's appeal is submitted to the Board of Trustees, or a designee for decision, the Superintendent/President may, with the consent of the Board of Trustees or a designee, serve on the employee and the Association, and file with the Board of Trustees an amended or supplemental Recommendation for Personnel Action.
- B. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense.

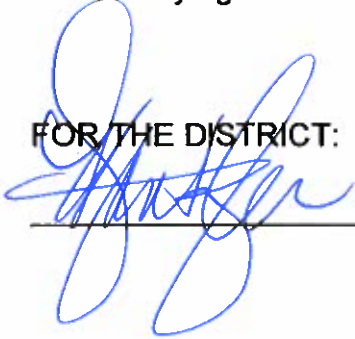
C. Limitations

No disciplinary action shall be taken for any cause that arose before the employee's becoming permanent, nor for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could reasonably be assumed that the employee should have disclosed the facts to the District. Disciplinary action taken shall be commensurate with the offense.


This Tentative Agreement is subject to ratification/adoption by both parties.

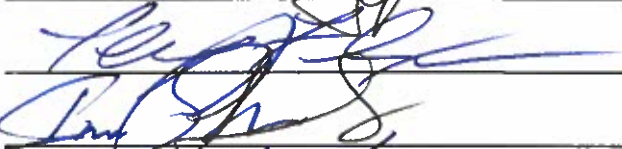
Tentatively agreed to on January 9, 2019

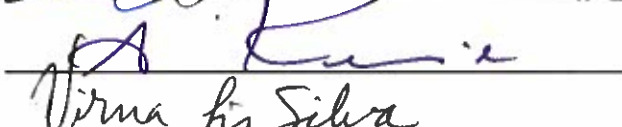
FOR THE DISTRICT:



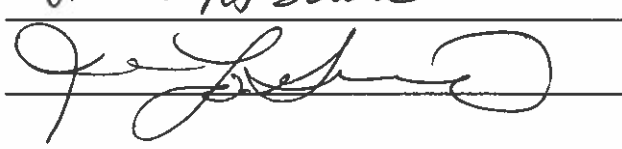
FOR THE ASSOCIATION:







Virma his Silva





Jessica Gonzalez
CSEA Labor Relations Representative

Initial Proposal
From the
Glendale Community College District
To the
California School Employees Association, Chapter 76
November 7, 2018

ARTICLE XV – CLASSIFICATION

SECTION 1. Standards for the Classification of Positions - The Office of Human Resources shall develop and maintain a class specification for each class in the classified service of the District as necessary to meet the needs of the service for the allocation of new positions and the reallocation of existing positions. The specification shall be descriptive of the classes and shall not be considered as a restriction on the assignment of duties not specifically listed. New class specifications shall be submitted to the Board of Trustees and be subject to its approval.

SECTION 2. Classification Studies - Each position in the classified service shall be allocated to the appropriate class in conformance with specifications for that class.

A. New Classification Study

A classification study shall be conducted whenever new positions are to be created. The District shall contact CSEA to begin negotiations on the salary of the new position.

Position classification studies of individual positions or groups of positions shall be made whenever the assigned duties or responsibilities of existing positions have undergone significant changes (re: level of responsibility, problem solving, authority for action, knowledge and skills, working conditions, scope of impact) or when new positions are to be created.

B. Reclassification

1. The reclassification questionnaire will be posted, annually, on the district website by January 1st of each year. It must be completed

and submitted to Human Resources between January 1 and June 30 of each year.

2. Once an individual or group classification study has been completed; the employee or group who requested the study must wait three (3) years from the date the reclassification questionnaire was submitted to Human Resources.
3. The reclassification requests shall be completed in the order in which they are received.
4. Consultants may be used to complete the individual classification studies when there is agreement between the District and the CSEA to use mutually agreed upon consultants. The general direction of the study will be to complete reclassification with existing staff.
5. The Office of Human Resources will complete the screening of the applicant's survey response(s), complete a desk audit, and gather other pertinent information needed to make a recommendation(s). If a document is deemed not pertinent, Human Resources shall notify the employee in writing that the document will not be forwarded. The recommendation will be reviewed with the unit manager, applicants supervisor, the applicant, and at the request of the applicant, CSEA as an advisor to the applicant.
6. The CSEA shall receive, within fifteen (15) calendar days of June 30, a list of all the reclassification requests for the calendar year.
7. The first fifteen (15) reclassification requests will be completed by the end of that calendar year. The remaining reclassification requests shall be completed within one (1) year of submission.
8. If a reclassification takes more than six (6) months to complete and results in the employee receiving a compensation increase, that increase shall be retroactive to the date the reclassification questionnaire was received in Human Resources. In the event that the employee is receiving out-of-classification compensation and/or a stipend for work outside of their classification, there shall be no retroactivity if the employee is receiving that compensation and/or stipend for the work being considered as part of the classification study.

SECTION 3. Final Recommendation - When the Office of Human Resources has final recommendation regarding the reclassification request, it shall provide a written response to the employee and the CSEA President. If the District recommends a new classification it shall begin negotiations with CSEA on the salary of the new classification. If the District denies the reclassification or recommends a classification with which the employee does not agree, the District shall provide the reason(s) for the decision. The employee may appeal to the JEMC.

SECTION 4. Joint Employee Management Committee (JEMC) - The JEMC shall be comprised of three (3) members and one (1) alternate selected by Superintendent/President, three (3) members and one (1) alternate selected by CSEA; and one (1) mutually agreed upon confidential employee. If mutual agreement cannot be reached the confidential employee will be selected by lot. ~~The District shall provide a secretary to make an audio tape and Chair will be provided with a recorder for each meeting and return the recorder to the Office of Human Resources at the end of the last session for that day. transcribe the minutes of the committee. Transcription of the JEMC meeting will be provided if there is an appeal to the Superintendent/President.~~

Chair to the JEMC shall be elected from among its members and shall alternate every calendar year between the CSEA and the District.

The JEMC may decide:

1. The reclassification is denied:
 - a. The duties being performed are within the existing classification.
2. The reclassification is approved:
 - a. The duties being performed are not within the existing classification, in which case the District and CSEA shall negotiate the appropriate classification.
 - b. The duties being performed are appropriate to the recommended classification.
 - c. The duties being performed are not appropriate to the recommended classification, in which case the District and CSEA shall negotiate the appropriate classification.

SECTION 5. Appeal Process - An employee or group of employees have the right to be represented by CSEA at all steps of the appeal procedures. All pertinent documents and information regarding the reclassification shall be forwarded to JEMC.

A. Appeal to JEMC

1. Within ten (10) working days after receiving the District's recommendation, an employee(s) may submit a memo to the Office of Human Resources requesting an appeal of the District's recommendation. The Office of Human Resources will immediately notify the Chair of the JEMC.
2. Within ten (10) days of receiving a request for appeal, the Chair of the JEMC shall set an appeal date.
 - a. The appeal date shall be scheduled in the order received and shall take place within ninety (90) calendar days.
 - b. The Chair of the JEMC shall notify in writing the employee, the District, the President of CSEA, and the members of the committee of the appeal date.
 - c. All parties may be present during the interviews with the JEMC.
 - d. The JEMC will render a decision within five (5) days of the hearing; and the chair will notify the employee, CSEA President and the Office of Human Resources.
 - e. If the JEMC rules in favor of the employee and the District chooses not to appeal, the District and CSEA will immediately begin negotiations to determine the proper classification.

If the JEMC rules in favor of the District and the employee chooses not to appeal, the process ends here.

B. Appeal to the Superintendent/President

When the employee or the District disagree with the decision of the JEMC either party may appeal by submitting a written request for a hearing to the Superintendent/President, and the President of CSEA within ten (10) days of receiving the JEMC decision.

The Superintendent/President will inform all parties of the appeal hearing date and location.

The Superintendent/President will review written and taped testimony and supporting documentation and may request testimony from both parties prior to rendering a decision. The Superintendent/President shall render a decision within thirty (30) calendar days from the date of the receipt of the appeal. The decision of the Superintendent/President is final and not subject to the grievance process. The Superintendent/President shall communicate the decision, in writing, to both parties.

C. Salary Compensation

When an appeal process results in any reclassification of a position with a corresponding salary increase, the employee will receive compensation retroactive to the date of the Districts initial denial or recommendation.

SECTION 6. Conflict of Interest

- A. No employee of the Office of Human Resources shall be a member of the JEMC.
- B. If a member works in the same department, is related to the employee, or has the same classification as the employee requesting the reclassification, that member will be replaced by an alternate for the duration of that appeal.

SECTION 7. Approved Reclassifications – If an employee is reclassified to a classification on a higher salary range, the employee may be promoted without further examination to the higher level class.

SECTION 8. Negotiation of Salary Rates for New Classifications – CSEA and Human Resources shall meet and negotiate the salary placement of a new classification. The salary rate shall be based on conducting a salary survey using the existing internal salary schedule and the list of mutually agreed upon community college districts (See Appendix G) with comparable positions. In the event there are less than three (3) comparable positions, the District may use class descriptions and salary schedules compiled from outside sources that are mutually agreed upon.

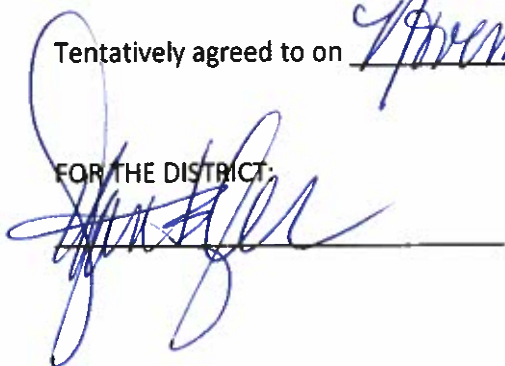
SECTION 9. Abolishing a Position or Class - If the District proposes to abolish a position or class of positions, it shall notify the Chapter President of CSEA of the proposed action before the decision is finalized.

SECTION 10. Reclassifying a Vacant Position - When a position becomes vacant, and it is determined by the District that it shall be reclassified, the District shall confer with the Chapter President of CSEA of such proposed action prior to the final determination.

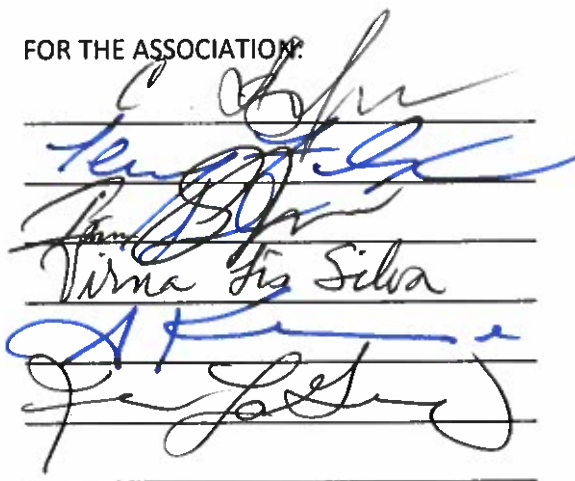
This Tentative Agreement is subject to ratification/adoption by both parties.

Tentatively agreed to on November 7, 2018

FOR THE DISTRICT:



FOR THE ASSOCIATION:



Jessica Genzalez
CSEA Labor Relations Representative

**Counter Proposal From the
California School Employees Association, Chapter 76
To the Glendale Community College District
November 7, 2018**

APPENDIX "G"

MUTUALLY AGREED UPON COMMUNITY COLLEGE DISTRICTS

CSEA and the District agree to use the following Community College Districts in the salary survey process:

1. Santa Monica Community College
2. Cerritos Community College
3. ~~Saddleback Community College~~
4. ~~North Orange Community College District~~
3. Mt. San Antonio Community College
4. El Camino Community College
5. Pasadena Community College
6. ~~Rio Hondo Community College~~
6. Long Beach Community College
7. Citrus Community College
8. ~~Riverside Community College District~~
9. ~~Victor Valley Community College~~
10. ~~Chaffey Community College~~
11. ~~Rancho Santiago/Santa Ana Community College District~~
8. Antelope Valley Community College
9. Santa Clarita Community College



APPENDIX "D1"
2019-2020 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTH	HOLIDAY	College Closed	DAYS IN PAID SERVICE
JULY	07/04/19		22
AUGUST			22
SEPTEMBER	09/02/19		20
OCTOBER			23
NOVEMBER	11/11/19 11/28/19 11/29/19	11/30/19*	18
DECEMBER	12/24/19 12/25/19 12/26/19 12/27/19 12/30/19 12/31/19	12/28/19*	16
JANUARY	01/01/20 01/20/20		21
FEBRUARY	02/14/20 02/17/20		18
MARCH	03/31/20		21
APRIL			22
MAY	05/25/20		20
JUNE			22
TOTAL DAYS IN PAID SERVICE =			245

9 MONTH EMPLOYEES work from 07/01/19 - 06/30/20

- Vacation days shall be used for Spring break (4/13/20 – 4/18/20)
- 9 month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/19 - 06/30/20

- Vacation days shall be used for Spring break (4/13/20 – 4/18/20)
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MONTH EMPLOYEES work from 07/01/19 - 06/30/20

- 11 month employees take the equivalent of one month (consecutive weeks) off between the months of June and August.

12 MONTH EMPLOYEES work from 07/01/19 - 06/30/20

*Employees scheduled to work on a Saturday, when the college is closed, shall revert to a Monday – Friday work schedule the week prior or after the college closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 7 to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

[Handwritten signatures and dates: 10/3/18]

**District Counter
From the
Glendale Community College District
To the
California School Employees Association, Chapter 76**

September 26, 2018

GROUND RULES FOR NEGOTIATIONS

1. Pursuant to applicable state laws and regulations regarding collective bargaining, both negotiating teams shall have full authority to reach complete tentative agreement at the table subject to ratification/adoption by both parties. Consultations with other parties regarding negotiations and/or proposed settlements/agreements shall not hinder or delay the negotiations process.
2. The official Negotiations Teams at this time are:

Glendale Community College District:

Valicia Dantzer, Chief Negotiator
Aarin Edwards
~~Agnes Eguaras~~
Amir Nour
Erin Kurasz
Arda Najarian

California School Employees Association, Chapter 76:

Saodat Aziskhanova, Chief Negotiator
Jessica LoGuercio
Terry Flexser
Luisa Salazar
Virna Silva
Austin Kemie
Irina Shumakova
Jessica Gonzalez, CSEA Labor Relations Representative

Negotiation dates and times will be mutually agreed upon and scheduled prior to finishing each session. Dates will be scheduled in sufficient quantity and in order to conclude these negotiations in a timely manner. Negotiations will occur on the first and fourth Wednesday of the month at 1pm, the second and third Wednesday at 1:30pm unless otherwise mutually agreed upon.

GROUND RULES continued

3. Previously scheduled meeting dates shall not be cancelled without prior consent of both parties.
4. Negotiating Team members are expected to be present for each scheduled meeting.
5. All proposal and counter-proposals will be submitted in written form which includes date of the proposal.
6. Multiple proposals may be negotiated at any given time.
7. Each party will provide an electronic version of the proposals per request.
8. Proposed changes/additions to language shall be recorded with strikeouts/underline and bold (District) and shading (CSEA).
9. The agenda for the next session shall be agreed upon before the end of each meeting. Both teams shall stick to the agenda. Both parties shall have written proposals and counterproposals ready to present at the beginning of each session based upon the agenda prepared at the prior session. If there are any changes to the agenda, they will be discussed prior to the next meeting.
10. Release notices for the CSEA team shall be issued to each employee and employee's supervisor by e-mail and hard copy with sufficient time to not cause disruption of the workplace.
11. Both teams will issue their own communications when necessary to their constituents.
12. Caucuses can be called at any time by either party. In the event the caucus will last more than 15 minutes, the other party shall be so informed.
13. Both parties will make their own notes of the sessions. Any recordings (audio or visual) of negotiations will be available on a shared drive.
14. A private space shall be made available for each team to caucus and shall be located within a short distance from the negotiations room.
15. Any Tentative Agreement will be written and signed and dated by both party's representatives.
16. All requests for information to the other party will be requested by the Chief Negotiators.

GROUND RULES continued

- 17. Issues will be discussed in a professional and respectful manner with no personal attacks. All discussions and comments are to be kept confidential.
- 18. Members of CSEA's Negotiating Team who work a night shift and are in negotiations on the day preceding their work shift shall not be expected to negotiate and work for more than eight hours that work day (example: if the night shift employee negotiates for six hours, they will only report to their assignment for 2 hours). Negotiations shall be interpreted as the scheduled negotiations time plus time for the CSEA team meeting prior.
- 19. Speakers shall not be interrupted.
- 20. Cell phones need to be turned off or kept on vibrate mode.
- 21. These Ground Rules can be amended by mutual agreement of both parties.

These Ground Rules for Negotiations reflect the full and complete understanding of the District and CSEA and are agreed to as of this date: September 26, 2018

FOR THE ASSOCIATION:

C. John
[Signature]
[Signature]
[Signature]
Virna do Silva
[Signature]

FOR THE DISTRICT:

[Signature]

[Signature]
CSEA Labor Relations Representative

SIDE LETTER AGREEMENT BETWEEN
CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION #76
AND
GLENDALE COMMUNITY COLLEGE DISTRICT
September 19, 2018

CSEA and the District agree to the following:

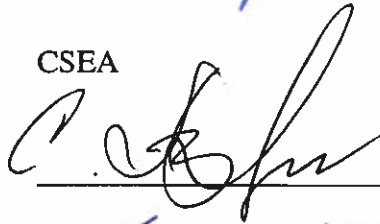
- 1) All salary schedules and stipends to increase 3.5% effective July 1, 2018.
- 2) In the event that any other bargaining unit receives a percentage increase in excess of the equivalent of 3.5%, CSEA shall receive an equivalent increase.


This Agreement is subject to ratification by both parties.

Agreed on September 19, 2018

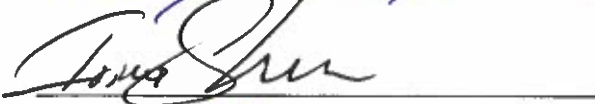
CSEA


District

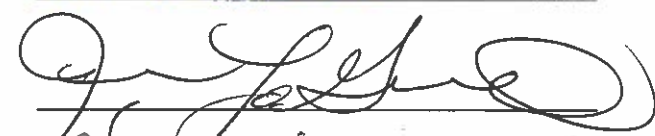


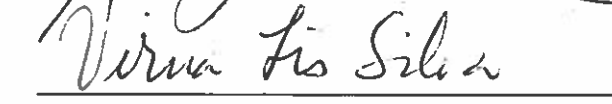


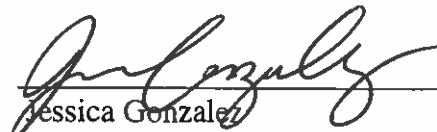












Jessica Gonzalez
Labor Relations Representative