

SIDE LETTER AGREEMENT BETWEEN
GLENDALE COMMUNITY COLLEGE AND
THE GLENDALE COLLEGE GUILD

The Guild and the District agree that the load for the following employees will be increased to 67% effective with the Spring 2013 semester:

1. Annabelle Aylmer
2. Anthony Battaglia
3. Glenn Gardner
4. Robert Gellert
5. Margaret Mansour
6. Randal Parker

DATE: 10/28/12



Ron Nakasone, Chief Negotiator
Glendale Community College District



Michael Allen, Chief Negotiator
Glendale College Guild

Tentative Agreement -- 11/29/12

The Glendale College Guild and the Glendale Community College District agree to amend Article VI, Section 1 of their collective bargaining agreement as indicated below:

ARTICLE VI -- HOURS

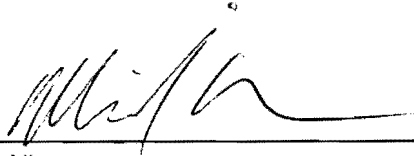
Section 1. Basic Hours

All individual daily schedules (including office hours) shall be submitted to the appropriate Vice-President for approval. All faculty shall spend as much time as necessary, both on campus and off campus, to properly perform their instructional and professional duties, including but not limited to preparation and planning; professional reading; reviewing and evaluating students' work, and conferring with students, administration and staff. In addition, contract faculty shall spend as much time as necessary, both on campus and off campus, to perform professional duties including, but not limited to curriculum development, governance participation, and attending to department, division, college, and committee duties and meetings. In performing these duties, contract faculty may be obligated to be present on campus during a Monday, Tuesday, Wednesday, Thursday and/or Friday, regardless of whether their primary assignment is a 4- day schedule. Non-scheduled hours may be fulfilled off-campus.

During their work year, each full-time faculty member in Student Services shall be scheduled for a minimum of thirty-five (35) hours per week. Some of these scheduled hours may be performed off campus, with the approval of the VicePresident of Student Services or designee. Contract faculty in Student Services who are working less than full-time during their work year, shall have the amount of these scheduled hours reduced proportionally.

Full-time employees are expected to devote themselves to their college duties on a full-time basis; accordingly, no full-time employee may engage in personal business activities or perform personal services for compensation during hours in which the employee would normally be expected to be occupied with his/her College responsibilities. No full-time employee shall work more than six (6) hours of hourly overload pay (Appendix B) assignments per week over any one semester (including intersessions), unless advance written approval is obtained from the appropriate vice-president. Authorization by the appropriate vice-president to exceed this six (6) hour limit shall only be given after other eligible, and qualified contract employees have been offered and have refused the assignment. This language is not intended to apply to provisions of this contract related to extra pay for teaching large classes. Contract hours on Monday through Friday that are outside the traditional day schedule (8:00 a.m. - 4:30 p.m.) shall be assigned without consent only **in the case of Institute Day, Commencement, Final Exams, and** in those instances where enrollments in day classes do not meet minimum standards or evening hours have been advertised as part of the assignment on initial hire. Assignments to classes outside the Monday through Friday schedule shall be made only with the consent of the instructor.

Faculty who are not division chairs or assistant chairs and do formal observations outside of this traditional day schedule, as part of the evaluation of a another faculty member, shall be paid from the non-instructional salary schedule (B3) for one and one-half (1 ½) hours per observation with the approval of the appropriate Vice-President or designee.



Michael Allen
Chief Negotiator, Glendale College Guild



Ron Nakasone
Chief Negotiator, Glendale Community College

Tentative Agreement
11/1/12

The Glendale College Guild and the Glendale Community College District agree to amend Article VI of their collective bargaining agreement as indicated below.

Section 21. Reemployment Rights for Adjunct Faculty

A. The "evaluation" completed for the purpose of reemployment rights is the evaluation cited in article IX of this agreement. The phrase "immediate supervisor" in this section shall refer to the division chair for instructional faculty and/or appropriate administrator for student services faculty.

B. Beginning with the first regular semester after the approval of this agreement, Adjunct Faculty members, as defined and limited in the amount of their assignment by Education Code Section 87482.5, shall earn teaching/work points toward assignment preference for having completed a teaching/work assignment during a regular semester or short session. One teaching/work point shall be earned for one regular semester or short session. A maximum of two points may be earned in a given academic year. An adjunct faculty member may earn two points by teaching two regular sessions or one regular session and one short session.

C. New faculty will be evaluated in one of the first two regular semesters of his/her employment. An adjunct faculty member receiving less than "exceeds standards" shall, upon his/her written request, be granted one additional evaluation during the regular six-semester cycle. However, a new faculty member receiving an "unsatisfactory" rating on their initial evaluation shall not necessarily be granted an additional evaluation. The additional evaluation shall not change the evaluation cycle itself, which begins with the first evaluation. Any rating of above or below "meets standards" may be reviewed by the appropriate vice president or designee. The decision of the vice president or designee is final. The District shall at all times retain the right to perform administrative evaluations on an as-needed basis, and to terminate adjunct faculty in accordance with Education Code Section 87665.

D. For a new adjunct faculty member, after receiving seven (7) teaching/work points in a discipline and after having received "exceeds standards" in each of the two evaluations required in Section C above, an adjunct faculty member shall have reemployment rights over adjunct faculty without reemployment rights in the same discipline. After earning ten (10) teaching/working points an adjunct faculty member who has received at least one "exceeds standards" evaluation and no lower than a "meets standards" on their other evaluation(s) shall be placed on the reemployment rights list. This does not preclude making performance improvement recommendations for those who receive a "meets standards" evaluation. An adjunct faculty member who, through no fault of his/her own, has not been evaluated in a timely manner for two cycles, shall be temporarily placed on the reemployment rights list, pending an

evaluation for the following semester. The adjunct faculty member retains his/her place on the list with an "exceeds standards" evaluation. In the event the adjunct faculty member receives a "meets standards" evaluation, he/she shall be removed from the list until such time as the adjunct faculty member receives a "exceeds standards" evaluation.

E. An adjunct faculty member with reemployment rights in a discipline shall be offered an assignment in that discipline for which he/she is qualified before any adjunct faculty member without reemployment rights. **For the purposes of reemployment rights, an assignment is a class, a library workshop, or a semester-length non-instructional assignment of 3 hours per week.** The district shall consider the adjunct's past assignments when developing a schedule. No adjunct faculty member shall have preference over a full time faculty member for a course that fills the load of the full time faculty member. For purposes of this article only, "qualified" shall mean approved in all of the following four criteria:

1. Meeting the Glendale Community College minimum qualifications for a particular discipline.
2. Possessing the equivalency for minimum qualifications as defined by the Academic Senate.
3. Possessing currency in the discipline as defined by the Academic Senate.

4. Having adequate preparation for the specific course or assignment through appropriate education or experience. This determination is final and cannot be appealed or grieved.

By the end of the third week of each regular semester, the Division Chair shall post on the website potential courses to be offered the following semester. An adjunct faculty member may respond to this notification with verification of course(s) he/she is qualified to teach.

F. If there is a course or assignment for which more than one adjunct faculty member on the reemployment rights list is qualified, the immediate supervisor shall make the determination as to which adjunct faculty member shall be offered the course or assignment. This decision cannot be appealed or grieved. The immediate supervisor shall make every effort to offer all adjuncts with reemployment rights an assignment prior to offering an assignment to any adjunct that lacks reemployment rights. The immediate supervisor shall also give every consideration to offer a given adjunct an assignment equal to a previous assignment before offering assignments to adjuncts without reemployment rights. In the event that there are an insufficient number of assignments in a given session to provide all adjuncts on the reemployment rights list with employment, the immediate supervisor shall implement a fair method of rotation.

G. Loss of reemployment preference status shall not result from:

1. a course being cancelled due to low enrollment or lack of funding;
2. a course or assignment being withdrawn to fill the load or assignment of a contract faculty member;
3. not being able to accept an assignment or fails to complete a course due to:
 - a. a verifiable illness affecting them or immediate family as defined in this contract;
 - b. services as a fire fighter or search and rescue team member during a disaster;
 - c. military duty;
 - d. the \$0 earnings limit for CalSTRS members during the first 180 days of retirement;**
4. refusal to accept a course or assignment for reasons mutually agreed upon by the adjunct

faculty member and his/her immediate supervisor;

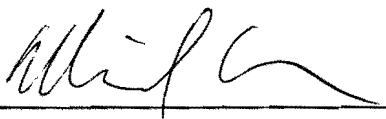
H. An adjunct faculty member's reemployment preference status shall cease if the member:

1. declines a course or assignment for which they have already agreed to teach/work or fails to complete a course, other than for reasons listed in subsection G above;
2. declines to accept a course or assignment from those available for which they are qualified to teach or perform if the course or assignment offered is at the same time and day as the original offer.
3. receives a "needs to improve" or "unsatisfactory" on any evaluation. The adjunct may request an additional evaluation per Article IX, Section 10 of this agreement. Any subsequent "exceeds standard" evaluation shall place the adjunct faculty member on the reemployment rights list;
4. is terminated by the District, pursuant to the provisions of the collective bargaining agreement.

I. Division Chairs shall review and update, as needed, the reemployment rights list from the previous year and send it to Human Resources by the second week of the fall semester. Human Resources shall review and work with the Division Chairs to finalize the list for the current year by the third week of the fall semester. The final reemployment rights list shall be provided to Division Chairs and the Guild President by the last week of September. An adjunct faculty member shall access his/her reemployment status through Oracle Self Service. Any discrepancies shall be submitted in writing to Human Resources within twenty (20) working days from the date the final list was disseminated.

J. Nothing in this agreement should be construed as creating any form of seniority rights or expectation of preference for a contract position.

K. Nothing in this agreement shall be construed as limiting the District in its rights to determine the schedule.



Michael Allen
Chief Negotiator, Glendale College Guild



Ron Nakasone
Chief Negotiator, Glendale Community College

Tentative Agreement -- 11/1/12

The Glendale College Guild and the Glendale Community College District agree to amend Article VI of their collective bargaining agreement as indicated below.

Section 23. Flex Hours

1) Every academic year faculty shall engage in activities aimed at professional development for a specified number of "flex" hours as part of their regular assignment.

a. Each contract faculty member assigned a full workload, with no release time or leave, shall be responsible for 15 "flex" hours-per-semester worked.

b. Each contract faculty member assigned less than a full workload, or granted release time or leave, shall be responsible for a pro-rated amount of 15 "flex" hours-per-semester worked.

c. Each adjunct faculty member shall be responsible for "flex" hours that amount to half the number of worked hours (not including office hours) in their regular weekly assignment for that semester. Adjunct faculty are responsible for completing "flex" hours for every semester worked.

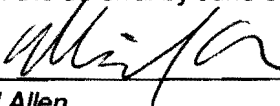
2. Flex activity shall not overlap with any accountable hours during the regular school term or special assignment for which the faculty member is regularly compensated. An employee may obtain flex credit for on-campus presentation and/or staff development workshops provided these activities are in addition to **his or her on-campus work obligations** ~~the 35-hour on-campus, per week obligations.~~

3) The procedures for approval of flex hours are delineated in the Flex document.

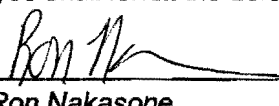
4) Every academic year, each faculty member shall submit, to the Flex Committee, a Flex Completion Form by May 31st of the year, or June 15th of the year, if any completed flex activities occurred in the month of May. The Flex Completion form shall indicate in which types of qualifying activities the faculty member completed, the number of hours for each "flex" activity, and verification of these claims. A minimum of 50% of the hours submitted must be directly related to the faculty member's assigned work areas.

5) If a faculty member does not submit their Flex Completion Form by the appropriate deadline, the District may defer the equivalent of one week of that faculty member's salary. If, in the opinion of the Flex Committee, a faculty member has not submitted verification of having completed qualifying "flex" activities for their required number of hours, the District may defer a pro-rated amount of one week of that faculty member's salary. One week salary represents proportion of the obligation for which the faculty member has been judged not to have provided verification of the qualifying activities. Adjunct faculty or faculty with assigned leaves or release time shall have the appropriate pro-rated portion of salary deferred.

6) In the case of a salary deferral, the faculty member shall receive the deferred pay if they remedy the cause of the deferral by June 30th. If the faculty member has not remedied the cause of the deferral by June 30th, the employee shall forfeit the deferred salary amount.


Michael Allen

Chief Negotiator, Glendale College Guild


Ron Nakasone

Chief Negotiator, Glendale Community College

ARTICLE VIII
SALARIES

Section 1. Regular Contract Employees

A. Regular contract employees, include instructors, counselors, specialists, faculty coordinators, faculty facilitators, student personnel workers, librarians, and the college nurse. They shall be paid according to the Instructors Annual Salary Schedule -- Appendix "A," attached hereto and made a part of this Agreement, **for work done up to a 100% full-time load, regardless of the load at which they are contracted.**

B. After January 1, 2013, no faculty member shall be hired as a regular contract employee for less than 60% of a full-time load.

C. All regular contract faculty shall have the same opportunity to work overload, regardless of whether their contracted load is 100% or less than 100%.

D. B. Regular contract employees who teach an overload credit class that runs the length of the Fall or Spring semester shall be paid equal checks each semester with each check equal to:
 $(\# \text{ teaching units}) \times 17.5 \times (\text{rate on B Schedule}) \text{ divided by } 5$

E. G. Regular contract employees who teach an overload non-credit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester with each check equal to:
 $(\# \text{ non-credit hours per week}) \times 15.5 \times (\text{rate on B schedule}) \text{ divided by } 5$



Michael Allen
Chief Negotiator, Glendale College Guild



Ron Nakasone
Chief Negotiator, Glendale Community College

Tentative agreement -- 12/11/2012

The Glendale Community College District and the Glendale College Guild tentatively agree to a 2013-14 academic calendar, wherein the first summer intersession begins on Monday, June 24, 2013. In addition, they agree to update Appendix C in their collective bargaining agreement as follows:

APPENDIX C
WORK YEAR – FACULTY
2013 – 2014

MONTH		TOTAL
First	9/2/2013 thru 9/30/2013 non working: day 9/2	20 days
Second	10/1/2013 thru 10/31/2013	23 days
Third	11/1/2013 thru 11/30/2013 non working days: 11/11 and 11/28 thru 11/30	18 days
Fourth	12/1/2013 thru 12/31/2013 non working days: 12/19 thru 12/31	13 days
Fifth	Winter Intersession: 1/6/2014 thru 2/13/2014 non working days: 1/20, 2/14, and 2/17	0 days
Sixth	2/18/2014 thru 2/28/2014	9 days
Seventh	3/1/2014 thru 3/31/2014	21 days
Eighth	4/1/2014 thru 4/30/2014 non working days: 4/14 thru 4/19	17 days
Ninth	5/1/2014 thru 5/31/2014 non working day: 5/26	21 days
Tenth	6/1/2014 thru 6/11/2014 (Graduation 6/11/2014, 7 pm)	8 days
Total 150 Instructional Days (M-F)		Total Work Days 155 days (including 5 Flex days)

The September 13, 2013 Institute Day is a mandatory flex day on campus.

Class grades are due 7 days, whether they are days that the college is open or not, after the last final exam day for the term in which the class is offered

COUNSELOR WORK YEAR 190 DAYS SCHEDULING

Section 1. Coincide with Instructional Calendar

One hundred seventy-seven (177) days of the one hundred ninety 190 days of the counselor's contract days shall coincide with the instructional teaching, flex and winter intersession days.

Section 2. Remaining 13 Days

Of the Thirteen (13) remaining contract work days (91 hours), eleven (11) days shall be worked either immediately after the close of the spring semester or immediately before the beginning of the fall semester. In the event that there are days requiring counselor coverage in January before the start of the winter intersession, those days may be used as part of the remaining 13 days.

Section 3. Additional 21- Day Summer Block

Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) shall work these twenty-one (21) additional days beyond the one hundred ninety (190) days currently worked for a total of two-hundred eleven (211) days. These days shall be worked in either the month of July or the month of August. Counselors not choosing to work an additional twenty-one (21) day block shall have the right of first refusal for any hourly assignments offered within said counselor's unit.

Section 4. Staffing Levels

Coverage shall be as close as possible to 50%, given the number of counselors in each organizational unit, for the time blocks listed in Sections 1 and 2 above. Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) in either July or August shall work their additional 13 days in June. These counselors shall be scheduled first which may result in 190 day counselors being required to work their thirteen (13) additional days immediately before the beginning of the fall semester. Counselors shall be guaranteed four consecutive non-paid weeks off during the months of July or August. Counselors electing to take these four consecutive weeks off during the winter intersession may do so, but no counselor shall be compelled to do so.

Section 5. Determining Priority for Scheduling

By April 15 the schedule for the upcoming summer shall be finalized. Blocks shall be scheduled in accordance with each organizational unit's internal scheduling priority system. The Division Chair of Student Services shall resolve any conflict.



Michael Allen

Chief Negotiator, Glendale College Guild



Ron Nakasone

Chief Negotiator, Glendale Community College

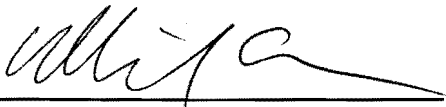
Memorandum of Understanding – 12/11/12

The Glendale College Guild and the Glendale Community College District tentatively agree that the adjunct salary schedule B1 in appendix B shall indicate that it is the correct schedule for instructional faculty (credit and non-credit) during Fall and Spring semesters, hourly faculty teaching classes which are 6 weeks or longer, faculty working in the Fitness Center, and faculty working in the PACE program.

Schedule B1 shall also display the first two paragraphs from the document UNDERSTANDING PAYCHECKS FOR ADJUNCT FACULTY TEACHING COURSES, which is on the second page of this memorandum..

Adjunct salary schedule B2 in appendix B shall indicate that it is the correct schedule for counselor, librarian, hourly faculty teaching classes which are shorter than 6 weeks, short-term substitutes, office conference hour pay, and instructional faculty (credit and non-credit) during intersessions.

Schedule B2 shall also display the last three paragraphs from the document UNDERSTANDING PAYCHECKS FOR ADJUNCT FACULTY TEACHING COURSES.



Michael Allen
Chief Negotiator, Glendale College Guild



Ron Nakasone
Chief Negotiator, Glendale Community College

UNDERSTANDING PAYCHECKS FOR ADJUNCT FACULTY TEACHING COURSES

(revised 12/11/12)

Credit Adjunct Faculty Teaching Courses

Gross monthly teaching salary is determined by multiplying the hourly rate (based on step-column placement in **Appendix B1** found on the [HR website](#)) by the number of weekly credit hours as specified in the course catalogue (not contact hours since we are doing a compressed schedule of those hours) of the teaching assignment and further multiplying by 17.5 and dividing the total by 5.

FORMULA: (Hourly rate x weekly assignment hours x 17.5) divided by 5 = monthly pay

Non-credit Adjunct Faculty Teaching Courses

Gross monthly teaching salary is determined by multiplying the hourly rate (based on step-column placement in **Appendix B1** found on the [HR website](#)) by the number of weekly non-credit hours of the teaching assignment and further multiplying by 15.5 and dividing the total by 5.

FORMULA: (Hourly rate x weekly assignment hours x 15.5) divided by 5 = monthly pay

Adjunct "Conference Hour" (Office Hour) Pay

Office hour compensation:

Conference pay shall be determined by taking one's step-column placement from **Appendix B2** x weekly conference hour(s) x 17.5 divided by 5 = monthly pay for office/conference hours

FORMULA: (Hourly rate x weekly conference hours x 17.5) divided by 5 = monthly pay

Intersession Pay

For Credit Adjunct Faculty Teaching Courses:

Gross teaching salary is determined by multiplying the hourly rate (based on step-column placement in **Appendix B2** found on the [HR website](#)) by the number of weekly credit hours as specified in the course catalogue (not contact hours since we are doing a compressed schedule of those hours) of the teaching assignment and further multiplying by 17.5

FORMULA: (Hourly rate x weekly assignment hours x 17.5) = intersession pay

For Non-credit Adjunct Faculty Teaching Courses:

Gross monthly teaching salary is determined by multiplying the hourly rate (based on step-column placement in **Appendix B2** found on the [HR website](#)) by the number of weekly non-credit hours of the teaching assignment and further multiplying by 15.5 and dividing the total by 5.

FORMULA: (Hourly rate x weekly assignment hours x 15.5) = intersession pay

[For any questions you may have about your pay please call the Payroll Office, at x5137]

Tentative Side Letter Agreement

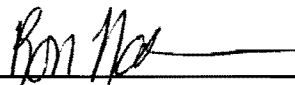
The Guild and the District have mutually agreed to discuss load in the subject of Media Arts, which is currently set at 21 in their collective bargaining agreement.

For the Spring, 2013 semester the load in this area shall be temporarily changed to 18, while negotiations for a long-term agreement on this issue continue.

This side letter supersedes the whole of a previous tentative agreement that was struck by the parties on December 11, 2012 which included this issue.



Michael Allen
Chief Negotiator, Glendale College Guild



Ron Nakasone
Chief Negotiator, Glendale Community College

Tentative Side Letter Agreement

The Guild and the District have mutually agreed to discuss the load value of six Physical Education courses (PE 120, PE 166, PE 167, PE 168, PE 169, and PE 170) which are in the process of becoming Kinesiology courses.

For the Spring, 2013 semester the load value for these courses shall be temporarily changed to 15, while the load value of all other Physical Education courses shall remain at 19.

It is the intention of the parties to conclude negotiations over a long-term load value for these courses by the end of the Spring, 2013 semester.



Michael Allen
Chief Negotiator, Glendale College Guild



Ron Nakasone
Chief Negotiator, Glendale Community College