

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Glendale Community College and CSEA Glendale College Chapter 76**

**June 19, 2013**

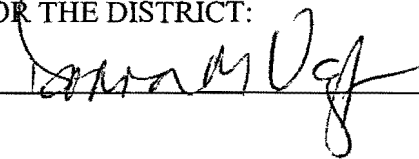
This Memorandum of Understanding between Glendale Community College (hereafter "District") and the California School Employees Association, Chapter 76 (hereafter "Association") reflects agreement on changes to the work year reductions which would have been effective July 1, 2013. The District will offer substantial summer and/or winter sessions in the foreseeable future. The District did not foresee this possibility at the time the work year reductions were proposed.

The District and the Association agree as follows:

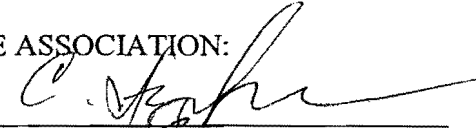
1. The District and CSEA have a mutual interest in restoring the work year of all 94 positions whose work year was reduced by action of the Board of Trustees on October 15, 2012.
2. The employees in the 94 classified positions listed on the October 15, 2012 board item will not have their work years reduced on July 1, 2013.
3. Employees in positions on the attached list may be reassigned when it is determined that there is insufficient work. The District will consult with CSEA on these reassignments.
4. CSEA will contribute the remainder of its 2012-2013 reallocation funds and its 2013-2014 reallocation funds back to the District.
5. The two Memoranda of Understanding signed on March 13, 2013 and May 22, 2013 are null and void.
6. This Memorandum of Understanding is subject to ratification by the CSEA membership and approval by the Board of Trustees.

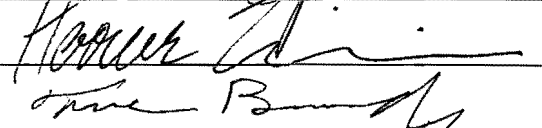
Tentatively agreed to on June 19, 2013.

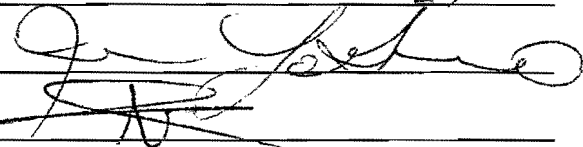
FOR THE DISTRICT:

  
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FOR THE ASSOCIATION:

  
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**Between**  
**Glendale Community College and CSEA Glendale College Chapter 76**

**June 19, 2013**

**Page 2**

	Position	Person Currently in Position	Location	Program Area
1	Accounting Clerk I - Food Services	Gomez Russi, Nancy	Main Campus	Cafeteria
2	Administrative Assistant II	Salas, Isman Rivas	Main Campus	Instruction-Instruction Office
3	Assistant Instructional Computer Lab Tech	Matthewsian, Rosalin	Main Campus	Student Services – Library
4	Assistant Instructional Tech Specialist	Ingrao, Daniele	Main Campus	Instruction-Instructional Technology
5	Cook	Hechter, Jeffrey	Main Campus	Cafeteria
6	Food Services Operation Lead	Zavala, Erendida	Main Campus	Cafeteria
7	Food Services Worker	Cordova, Otilia	Main Campus	Cafeteria
8	Food Services Worker	Rodriguez, Gladis	Main Campus	Cafeteria
9	Food Services Worker	Zuno, Yolanda	Main Campus	Cafeteria
10	Food Services Worker II	Brooks, Anne L	Main Campus	Cafeteria
11	Instructional Computer Lab Tech	Margolis, Dominique	Main Campus	Instruction-English
12	Instructional Computer Lab Tech	Miller, Laura	Main Campus	Instruction-English
13	Lead Food Services Worker	Hurtado, Eugenia	Main Campus	Cafeteria
14	Lead Food Services Worker	Rodriguez, Emma	Main Campus	Cafeteria
15	Nurse Associate	Garcia, Luis	Main Campus	Student Services – Health Center
16	Real Time Captionist	Brown, Linda	Main Campus	Student Services - DSPS
17	Senior Computer Lab Tech	Gharibian, George	Main Campus	Academic Labs
18	Senior Computer Lab Tech	Movsesyan, Ashot	Main Campus	Academic Labs
19	Senior Instructional Computer Lab Tech	Liddiard, Robert	Main Campus	Instruction-Language Arts/Credit ESL
20	Student Services Program Coordinator	Yaldizian, Nancy	Main Campus	Instruction-SI
21	Student Services Tech	Vunder, Janice	Main Campus	Instruction-noncredit

June 19, 2013

APPENDIX "D1"  
2013-2014 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTHS	HOLIDAYS	12MO	DAYS IN PAID SERVICE		
			11 MO (July Off)	11 MO (August Off)	10 MO
JULY	07/04/13	23	0	23	0
AUGUST		22	22	0	0
SEPTEMBER	09/02/13	21	21	21	21
OCTOBER		23	23	23	23
NOVEMBER	11/11/13 11/28/13 11/29/13	21	21	21	21
DECEMBER	12/24/13 12/25/13 12/26/13 12/27/13 12/30/13 12/31/13	22	22	22	22
JANUARY	01/01/14 01/20/14	23	23	23	23
FEBRUARY	02/14/14 02/17/14	20	20	20	20
MARCH		21	21	21	21
APRIL		22	22	22	22
MAY	05/26/14	22	22	22	22
JUNE		21	21	21	21
TOTAL DAYS IN PAID SERVICE =		261	238	239	216

**10 MO EMPLOYEES work from 09/1/13 - 06/30/14**

- Vacation days shall be used for Spring break (04/14/14 – 04/19/14).

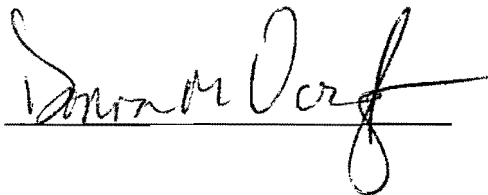
**11 MO EMPLOYEES work from 07/01/13 - 06/30/14**

- 11 mo employees have either the month of July or the month of August off.

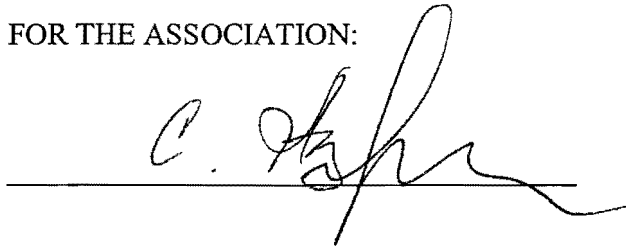
**12 MO EMPLOYEES work from 07/01/13 - 06/30/14**

Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

FOR THE DISTRICT:



FOR THE ASSOCIATION:



**Tentative Agreement  
Between  
CSEA Glendale College Chapter 76  
and  
Glendale Community College District**

**June 19, 2013**

**ARTICLE I - AGREEMENT**

THIS AGREEMENT is made and entered into this ~~23rd~~ 19<sup>th</sup> day of June, ~~2010~~ 2013 by and between the GLENDALE COMMUNITY COLLEGE DISTRICT, hereinafter designated as the "District" and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its GLENDALE COMMUNITY COLLEGE CHAPTER #76, hereinafter designated as the "Association," and constitutes the sole Agreement between the parties.

**SECTION 1.**     Purpose of Agreement - The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences and establish wages, hours of employment, and other terms and conditions of employment as defined in Chapter 10.7, Section 3543.2 of Division 4 of Title 1 of the Government Code of the State of California.

**SECTION 2.**     Force and Effect - Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect. In the event of such invalidation, at the request of either party, the parties agree to meet and negotiate within thirty (30) days following the final effective date of the invalidation to attempt to arrive at a mutually satisfactory resolution of the matter.

**SECTION 3.**     Definitions

- A. The use of the word "day(s)," unless otherwise specifically stated herein, shall mean a scheduled day of work.
- B. The use of the word "spouse" as used throughout this contract shall be construed to include domestic partner of the employee, unless, otherwise specifically stated.

C. Anniversary Date: Anniversary Date is the date a bargaining unit member becomes permanent. In the event of a reorganization and/or reclassification, there is no change from the original Anniversary Date. In the event of a promotion, the bargaining unit member shall receive a new Anniversary Date upon becoming permanent.

D. Grievance: See Article VI. Section 1.

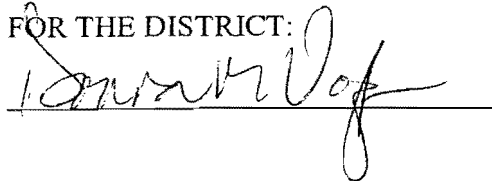
E. Hire Date: The date a bargaining unit member first served as an employee of the College.

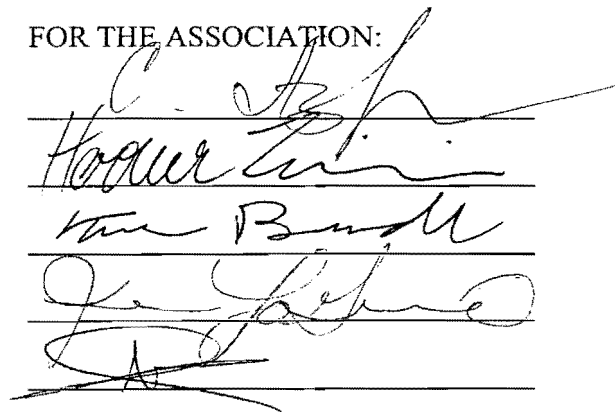
F. PERB is the Public Employment Relations Board.

**SECTION 4.** Understanding and Agreements - The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Tentatively agreed to on June 19, 2013.

FOR THE DISTRICT:  


FOR THE ASSOCIATION:  


Tentative Agreement  
Between  
CSEA Glendale College Chapter 76  
and  
Glendale Community College District

June 19, 2013

**ARTICLE VII - HOURS OF EMPLOYMENT**

**SECTION 1.** Definitions - The use of the word "day(s)," unless otherwise specifically stated herein, shall mean a scheduled day of work.

**Traditional Workweek Schedule – A Traditional workweek schedule shall be defined as a regular schedule of five consecutive days of eight (8) hours per day and forty (40) hours per week. This schedule may be pro-rated for permanent part-time employees.**

**Non-Traditional Workweek Schedule – A Non-Traditional workweek schedule shall be defined as any workweek that is not five (5) consecutive days of eight (8) hours per day for full-time employees. A non-traditional workweek schedule includes the 4/40 and 9/80 schedules. A 4/40 workweek is four days of ten (10) hours per day in one week. A 9/80 workweek is eighty (80) hours worked over nine (9) days in a two consecutive week period.**

**SECTION 2.** Length of Workday - The length of the normal workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit **classified** employee shall be assigned a fixed, regular, and ascertainable number of hours.

**SECTION 3.** Length of Workweek - ~~The length of the normal workweek shall consist of not more than five (5) consecutive days of eight (8) hours per day and forty (40) hours per week.~~ This Article shall not restrict the extension of the normal **traditional** workday or workweek when such is necessary to carry on the business of the District, except as provided for in this Agreement.

**A.** In the event the District desires to establish a four (4) day, forty (40) hour workweek during the ~~short sessions~~ ~~summer months~~, it is agreed such a workweek may be implemented at the discretion of the District. The workday for affected classified employees will consist of a ten (10) hour day with two (2) twenty (20) minute breaks and a one-half

(½) hour paid lunch period. This may be done provided the establishment of such workweek has the concurrence of the membership of CSEA Chapter 76. It is understood that this provision has been agreed to in accordance with provisions of the California Education Code regarding a four-consecutive-day workweek.

- B. ~~During the College fiscal year n~~ Nothing shall preclude any ~~department, division and/or section of a department,~~ **the establishment of a non-traditional workweek** with the prior agreement and **mutual** consent of the **manager and the** individual employee(s), ~~from establishing a four (4) day, forty (40) hour work week; provided that: The workday for affected classified employees will consist of a ten (10) hour day with two (2) twenty (20) minute breaks and a one half (½) hour paid lunch period; a nine (9) day, eighty (80) hour work period or staggered starting time or days for individual employees, provided that:~~
1. Any such deviation from the traditional five (5) day, forty (40) hour work week is by advance mutual consent of the employee and management, by written agreement no less than five (5) working days prior to the start date of the altered scheduled. (see Appendix "H")
  2. Adoption of a non-traditional workday or workweek does not increase the workweek average beyond forty (40) hours or create a split shift. ~~A grid specifying the actual work days and hours for the nine (9) day, eighty (80) hour period will be mutually agreed upon by the administration and the CSEA.~~
  3. Adoption of a non-traditional workday or **workweek** does not create an overtime situation until the set hours of the non-traditional schedule are exceeded.
  4. Adopted agreements for non-traditional scheduling **workweeks** shall terminate, at the end of the Fall and Spring semesters.
  5. When a manager believes that circumstances exist which requires a reversal to the original schedule, they shall notify the employee within ~~five (5)~~ **ten (10)** working days. If the employee and manager cannot agree to the reversal, CSEA and the District shall make a reasonable effort to resolve the issue within ~~five (5)~~ **ten (10) days**.
  6. If the District makes a District-wide determination that ~~either flex~~ **a non-traditional** work schedule is not desirable during the Fall

and Spring semesters, it shall first meet and negotiate any such determination with CSEA.

- C. Employees who work a non-traditional workweek ~~will shall convert~~ **revert to a standard traditional 40 hour workweek on weeks which contain a "School Holiday," district approved holidays (defined in Article XI) or when the employee is on jury duty.**

**SECTION 4.** Exceeding Prescribed Limits - The District may employ persons for lesser periods of time, and may schedule employees to work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week with prior mutual agreement between the supervisor and employee.

**SECTION 5.** Lunch Period

- A. Unpaid Lunch Period – Employees working five (5) or more consecutive hours per day shall receive an unpaid lunch period of not less than one-half (½) hour. **The lunch period may be waived by mutual written agreement for employees who work six or less hours in a day.**
- B. Paid Lunch Period - Employees working a nine-eighty (9/80) or four-forty (4/40) flex-schedule shall receive a paid lunch period of not less than one-half (½) hour. **These are the only employees who will receive a paid lunch period.**

**SECTION 6.** Rest Periods - Rest periods are normally scheduled midway in each work period or by mutual agreement of the supervisor and employee.

- A. Employees shall receive one (1) paid fifteen (15) minute rest period for each four (4) consecutive hour period worked, at a time approved by the immediate supervisor. ~~Rest periods are normally scheduled midway in each work period or by mutual agreement of the supervisor and employee.~~
- B. **Employees working a 4/40 workweek shall receive one (1) paid 20 (twenty) minute rest period for each five (5) consecutive hour period worked at a time approved by the immediate supervisor.**

**SECTION 7.** Flex Day Assignments - Nine (9) month and ten (10) month employees shall not normally be scheduled to work during the winter and spring student recess periods. Nine (9) month and ten (10) month employees involved in instructional assignments shall work on assigned "Flex Days" (as defined per the academic calendar).



**SECTION 8.** Payment of Overtime - Any employee **on a traditional workweek** who works overtime shall be paid for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week at a rate of one and one-half (1½) times his/her basic hourly rate of pay, or compensatory time off at a rate equal to one and one-half (1½) times the actual time worked at the sole discretion of the District. **Forty hour per week employees working a non-traditional workweek will receive overtime for hours worked in excess of the non-traditional schedule.**

- A. Approved compensatory time must be taken within ninety (90) days from the time the work was performed, or, if not taken during this time, the employee will receive monetary reimbursement at the overtime rate. (See Appendix "J")
- B. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.
- C. All overtime work must have prior approval of the immediate supervisor. (See Appendix "J")
- D. If it is determined by the District that overtime is necessary, it is understood and agreed that employees shall work overtime as required. Such overtime shall be distributed and rotated **on a seniority basis** as equally as is practicable among the employees in the affected classification, within each department, at each work site.

**SECTION 9.** Assignments in Addition to Regular Work Schedule - Any employee assigned to work on a day when the employee is not normally scheduled to work, or any employee called back to work after completion of his/her regular assignment, but not consecutive with such assignment, shall be compensated for a minimum of three (3) hours of work at the employee's applicable rate of pay. **Employees who are called to work during non-scheduled work hours will be compensated for a minimum of one (1) hour if that work can be completed remotely.**

**SECTION 10.** Increased Work Days - Any employee who works a minimum of thirty (30) minutes per day in excess of his/her basic part time assignment, as directed by the immediate supervisor, for a period of forty-five (45) nonconsecutive working days in a three (3) month period, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

**SECTION 11.** Restroom/Lunch Facilities - The District shall make available in each work location restroom and lavatory facilities for the employees' use, and where feasible within the existing building structure, an employee rest area shall be provided for use during lunch period and breaks and shall be of sufficient size to accommodate the classified staff.

**SECTION 12.** Summer Additional Work Assignments - Any permanent employee who is regularly assigned to a unit and who is also assigned to **similar level** work on an hourly basis during **the days in unpaid service** summer months, shall be compensated at his/her current rate of pay, and shall accrue benefits, including holiday pay, vacation, and sick leave. This section shall also apply for work performed on all non calendar workdays scheduled in the employee's regular assignment.

This assignment is not intended to increase the number of months of the employee's assignment.

**SECTION 13.** Conference Attendance - An employee's absence due to proposed attendance at a District-authorized conference or seminar, and estimated expenses for attendance thereof on a District form, shall require prior approval by the Board of Trustees to attend such conference which is directly related to his/her assigned duties. In the event such conference is approved, the actual **reasonable** expenses of the employee only, not to exceed the approved initial estimated expenses, shall be reimbursed by the District.

**SECTION 14.** Changes of Work Schedule - Any changes to the work schedule for unit members shall be mutually agreed to **within ten (10) working days** prior to implementation. **If the employee and manager cannot agree to the change, CSEA and the District shall make a reasonable effort to resolve the issue within ten (10) days.**

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

Tentatively Agreed to on June 19, 2013.

FOR THE DISTRICT:

[Signature]

FOR THE ASSOCIATION:

[Signature]  
[Signature]  
[Signature]

**Tentative Agreement  
Between  
CSEA Glendale College Chapter 76  
and  
Glendale Community College District**

**June 19, 2013**

**ARTICLE XXVI – DURATION AND TERMINATION**

**SECTION 1.** Effective Date - This Agreement shall be for a three-year duration becoming effective as of July 1, ~~2009~~**2012**, and continuing through June 30, ~~2012~~**2015**.

**SECTION 2.** Limited Re-openers - No later than August 15 in each year of this Agreement, either party may submit initial proposals to re-open two (2) Articles in addition to Article VIII-Wages, Article IX Health and Welfare Benefits and Article XVIII-Disciplinary Procedures. Additional re-openers may be considered if mutually agreed to by both parties. Initial proposals must be sunshined at the next available Board of Trustees in order to commence negotiations no later than October 1 of each year.

During the duration of this Agreement both parties agree in principle to review the contract layout and to consolidate sections or unnecessary sections without changing the content of the Agreement.

Such limited re-openers shall not affect the validity or duration of this Agreement. Such limited re-opener negotiations shall be subject to the negotiations obligations of the E.E.R.A. and are not subject to the Grievance Procedures (Article VI).

**SECTION 3.** Remains in Effect - If the parties have not reached an agreement on or before the anniversary date, or the re-opener date, all provisions of this Agreement shall remain in effect, unless the Agreement is specifically terminated in accordance with the provisions listed below.

**SECTION 4.** Intent to Terminate - At any time after the anniversary date, if no agreement has been reached, either party may give written notice to the other of intent to terminate the Agreement in not less than ten (10) days. All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued.

**SECTION 5.** Termination of Agreement - If the parties have failed to resolve their differences when the specified time, provided in Section 4 above, has elapsed, all obligations under this Agreement are automatically canceled.

**SECTION 6.** ~~The District and Association agree to establish a Joint Disciplinary Procedure Committee for the purpose of reviewing Article XVIII- Disciplinary Procedures. This Committee shall meet a sufficient number of times in order to submit recommended changes to this Article to the College and Association for 2007-08 negotiations. This Committee shall be composed of six (6) representatives, three appointed by the District and three appointed by the Association. Release time for Association members of this Committee shall be provided for by the District.~~

Tentatively agreed to on June 19, 2013.

FOR THE DISTRICT:  
[Signature]

FOR THE ASSOCIATION:  
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