

SIDELETTER AGREEMENT
between
CSEA Glendale College Chapter 76
and
Glendale Community College

November 1, 2006

The District has an interest to transfer a number of Custodians to a late night shift, starting at 10:00 p.m. The District acknowledges that an overnight shift existed previously which was curtailed by the District, moving those employees to other shifts. The District acknowledges that moving employees back to a late night shift is a change in working conditions that affects employees both in and out of the workplace and the District and Association have reached this Agreement to meet the needs of the District and employees.

The District and Association agree to the following:


1. The District will provide employees who work a shift starting at 10:00 p.m. a pay differential of nine percent (9%) for the hours worked. The differential will only apply to employees whose work schedule begins after 10:00 p.m. and carries beyond 12:30 a.m.
2. A committee will be established consisting of two custodians and a head custodian (appointed by the Association) and two managers (appointed by the District). The purpose of this committee will be to develop standards for cleaning. Peak times and high traffic areas will be addressed to create categories or levels of acceptable expectations of cleanliness depending on the season and the workload. A workload limit per custodian shall be established. Industry standards shall be used when implementing cleaning standards.
3. The District will provide the following equipment, together with necessary training, to implement the new cleaning process:
 - Water hoses
 - Assortments of OSHA approved folding ladders (6, 8, 10 and 12-foot lengths)
 - Flashlights
 - Gloves (leather and rubber)
 - Putty knives
 - Uniform shirts (issued on a voluntary basis and not required to be worn)
 - Safety goggles (approved by the committee in Paragraph #2 above)
 - Lifting belts
 - One pair of steel toe shoes (up to a \$100.00 value) provided by a District approved vendor every 2 years.
 - An additional Dump Electric Cart and other custodial equipment (i.e. Vacuum Extractors and High Speed Polishers will also be added to the equipment already available.
 - A two-way radio for each evening/night-shift custodian.
4. Employees will have up to 90 calendar days to make arrangements to accommodate the new schedule.
5. The District will take immediate steps to improve safety and security for late-night shift employees. These steps shall be developed in consultation with the Association and the Safety Committee. The goal is to create an evening safety program for the District.

6. Assignments to the new shift will be done by first requesting volunteers from the employees, and then by reverse seniority order, whereby the least senior employee in the desired job classification for the new shift will be transferred to a late night shift.
7. The District agrees to meet and confer with the Association on all new shift changes.

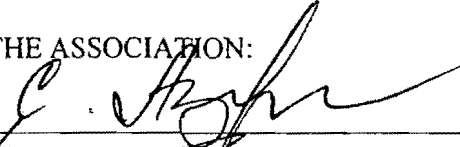
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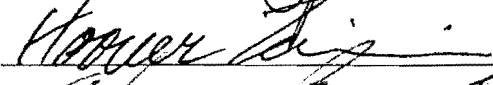
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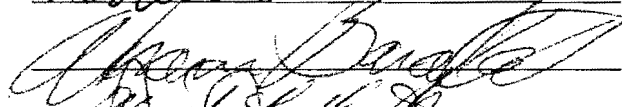
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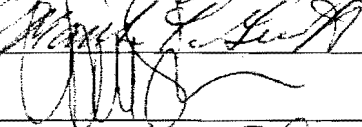


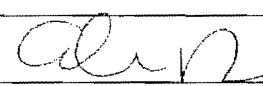
FOR THE ASSOCIATION:

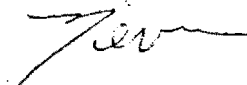












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2006-07 Successor Negotiations
November 29, 2006

Article IV – Organizational Rights

Section 7. Right to Information

E. Monthly list of hourly workers employed by the college who are non-represented classified employees. This list shall include the following information:

- 1. Name of hourly employee;**
- 2. Number of hours worked per month;**
- 3. Office(s) assigned for hours worked;**
- 4. Number of cumulative hours worked in the current fiscal year.**

F. Annual written report of the name and title of each bargaining unit member's immediate supervisor as well as the appropriate organizational line of authority from that immediate supervisor to the College President. Report shall be provided to the Association by September 30 of each year. Any changes in immediate supervisors shall be reported to the Association no more than 15 calendar days after such change occurs.

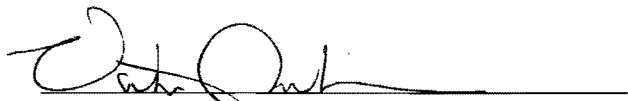
G. The District and Association agree that the informational lists defined in 7.D, 7.E and 7.F above are exempt from the grievance procedure.

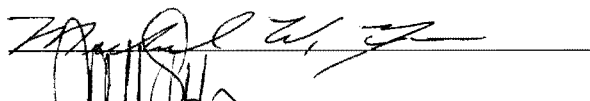
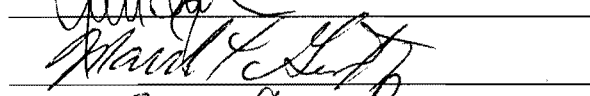



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FOR THE DISTRICT:

FOR THE ASSOCIATION:



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2006-07 Successor Negotiations
October 25, 2006

Article XXVI – Duration and Termination

Section 1. Effective Date - This Agreement shall be for a three-year duration becoming effective as of July 1, 2006, and continuing through June 30, 2009.

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 meeting of the 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 Procedure (Article VI).

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.

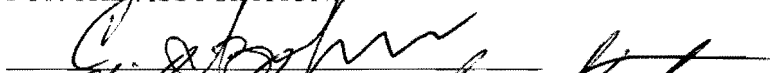
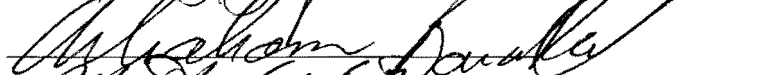



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Article I - Agreement

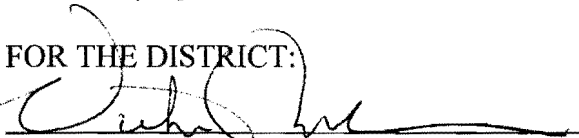
Section 3. Definitions

1. **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.
2. **Grievance:** See Article VI. Section 1
3. **Hire Date:** The date a bargaining unit member first served as an employee of the College.
4. **PERB** is the Public Employment Relations Board.

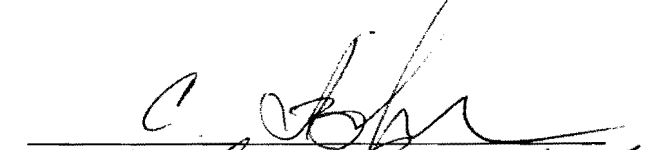

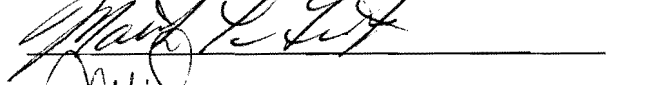



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FOR THE DISTRICT:



FOR THE ASSOCIATION

DRAFT PROPOSAL FOR SALARY—DISTRICT AND CSEA — NOVEMBER 29, 2006

The District is counter-offering the following fiscal package to CSEA. This package is to provide the CSEA with monies for salary increases and all other financial needs as determined by CSEA from the items presented as part of negotiations.

1. The District is offering as a salary proposal, \$881,319—the equivalent of a 6.16% raise (with calculation of one percent [1%] based on salary and benefits worksheet -see attached worksheet - retroactive to July 1, 2006 This salary adjustment shall be applied to all salary schedules. This closes the salary negotiations for the 2006-07 academic year. The District is willing to allow the COLA equivalent to 6.55% provided the additional .39% is funded with the anticipated additional funds to be received in the Spring.
2. The District is offering contingency language for monies to be received in the Spring. These funds can be used for any cost items currently on the table that CSEA chooses to fund. Conditions for these funds are as follows:
 - a. New monies are defined as
 - i. Those percent of dollars in defined categories (2c) that are funded, not restricted and ongoing.
 - ii. Monies currently do not exist in the budget
 - iii. Balance after adjustment for any negative reduction to the current base.
 - b. Twenty-five percent (25%) of the funds in category 2c will be appropriated for all collective bargaining activities. CSEA shall receive its proportional share of the twenty-five (25%) of the funds in 2c.
 - c. Defined Categories:
 - i. 2005-2006 Growth dollars (on California Community Colleges 2006-2007 First Principal Apportionment) over the amount currently in the budget of \$668,000.
 - ii. Equalization dollars (on California Community Colleges 2006-2007 First Principal Apportionment) over the amount currently in the budget of \$3,006,095.
 - iii. Non-Credit rate enhancement
 - iv. Property tax/Enrollment fee short fall less than the current budgeted estimate of \$340,000.
 - d. Because the monies defined in this proposal do not automatically increase by any measure other than COLA, contract language must accompany the amount and factor in increases for subsequent years. This information is part of the negotiation process for the funds.
3. Alternative to item #2

Because of the uncertainty of any new monies, the District is willing to reconvene negotiations in the Spring to discuss any new monies identified in item 2a.

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Article XI – Holidays

Section 1. Official Holidays - The following holidays will be observed and paid for at an employee's basic hourly rate of pay for hours the employee would have normally been scheduled, except as provided for in this Article.

New Year's Day (**January 1st**)
Martin Luther King Day
Lincoln Day
Washington Day
Memorial Day
Independence Day (**July 4th**)
Labor Day

Admissions Day (**September 9th**)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day (**December 24th**)
Christmas Day (**December 25th**)
Days between Christmas and New Year's Day
(**December 26-December 31**)

If December 24th falls on a Sunday, it will be observed on the Friday before.
If December 25th falls on a Saturday, it will be observed on the Thursday before.
If December 25th falls on a Sunday, it will be observed on the Thursday before.
If January 1st falls on a Saturday, it will be observed on the Monday after.

Other than specifically stated above, in cases where one of the recognized holidays falls on Sunday, the holiday will normally be observed on Monday, immediately following; likewise, should any of the regular holidays fall on Saturday, the holiday will normally be observed on the Friday immediately preceding.

The Admissions Day holiday will be observed during the days between Christmas and New Year's Day.

Section 3. Work Performed on a Holiday - When an employee is required to work on any holiday specified in this Article, he/she shall be paid for the holiday at his/her basic hourly rate of pay, plus one and one-half (1½) times his/her basic hourly rate of pay, or be given compensatory time off at a rate equal to one and one-half (1½) times the actual hours worked on the holiday, ~~at the sole discretion of the District.~~ **The method of payment/compensation shall be by mutual agreement between the employee and supervisor.**

Section 4. Holiday Falls on Non-workday - If a **holiday falls on a non-work day** an employee is required to work a work week other than Monday through Friday and as a consequence loses a holiday to which he/she otherwise be entitled, he/she shall be provided with a substitute holiday or be compensated in the amount to which the employee would have been entitled had the holiday fallen within his/her normal work schedule. **Based on the prorated FTE of the assignment. The substitute holiday time off shall be by mutual agreement of the employee and supervisor, but shall be taken within 10 working days of the holiday. If the requested time off exceeds the prorated FTE of assignment, the employee shall make up the additional hours with vacation, comp time, or work within 10 days and with mutual agreement of the employee and supervisor. In the event that the substitute holiday can not be taken within 10 days of the holiday, the employee shall be compensated for the lost holiday prorated based on the FTE of the assignment.** If the employee is participating in the non-traditional work week, their work schedule will convert to the standard forty (40) hour week on weeks which contain a "School Holiday".


If the prorated holiday hours exceed the number of hours the employee is scheduled to work, the District is required to give the additional time off within 10 days of the holiday by mutual agreement of the employee and supervisor.

If the prorated holiday hours are less that the number of hours the employee is scheduled to work, the employee is required to make up the additional hours within 10 days of the holiday by mutual agreement of the employee and supervisor.

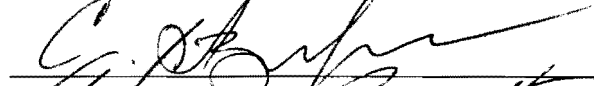

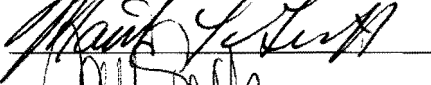

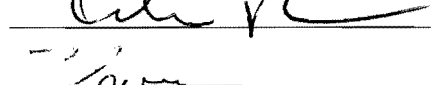
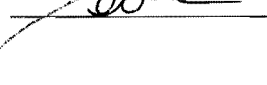
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September 27, 2006

Article XIII – Applications, Recruitment and Selection of Employees

Section 1. Job Posting - Subject to mitigation for affirmative action reasons, open positions within the classified service shall be posted internally for a minimum of five (5) working days.

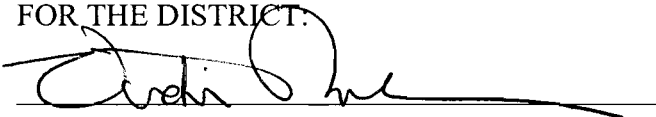
All job announcement for bargaining unit positions shall contain the actual Agreement Language regarding Initial Salary Placement found in Article VIII (Wages), Section 2 in order to properly inform applicants of their ability to be initially placed beyond the first step at the time of hiring.

Section 12. 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 employees 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.

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FOR THE DISTRICT:



FOR THE ASSOCIATION:

