

## Spring 2021 Guild Tentative Agreements

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**Tentative Agreement**  
 by and between the  
 Glendale College Guild, Local 2276  
 and the  
 Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

**APPENDIX C** (Effective **July 1, 2021** ~~June 10, 2021~~)

**WORK YEAR – FACULTY**

**2022 – 2023**

MONTH		TOTAL
First	8/29/2022 thru 9/30/2022 Non-working day: 9/5	24 days
Second	10/1/2022 thru 10/31/2022	21 days
Third	11/1/2022 thru 11/30/2022 Non-working days: 11/11 and 11/24 thru 11/27	19 days
Fourth	12/1/2022 – 12/31/2022 Non-working days: 12/19 thru 12/31	12 days
Fifth	Winter Intersession: 1/1/2023 thru 2/20/2023 Non-working days: 1/2 thru 1/6 and 1/16 and 2/17 thru 2/20	0 days
	2/21/2023 thru 2/28/2023	

Sixth		6 days
Seventh	3/1/2023 thru 3/31/2023 Non-working days: 3/31	22 days
Eighth	4/1/2023 thru 4/30/2023 Non-working days: 4/17 thru 4/22 and 4/24	14 days
Ninth	5/1/2023 thru 5/31/2023 Non-working day: 5/29	22 days
Tenth	6/1/2023 thru 6/17/2023 Graduation 6/17/2023, 7 p.m.	12 days

Total **152** Instructional Days (M-F)

Total Work Days: **156** days, including the **four** flex days on **December 19 – 22<sup>nd</sup>**.

The September 9, 2022 Institute Day is a mandatory flex activity on campus for contract faculty.

Class grades are due at 11:59 pm on the **Friday** after the final exam day of the term.

**District recognized holidays are considered compensable and non-duty days for bargaining unit members scheduled to work.**

**No class shall be required to meet beyond the state mandated number of instructional hours.**

The following general principle applies to compressed calendar assignments:

Working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he or she were working on a regular 18-week calendar.

## **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 are not limited to 147 hours of summer work.

Contract 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.

## ACADEMIC CALENDAR FOR 2022-2023

### Summer 2022

June 20	(M)	First day of summer session with flexible schedules
July 4	(M)	Independence Day--Campus closed
August 26	(F)	Last day of summer session

### Fall 2022

Aug. 29	(M)	Instruction begins for the fall semester
Sept. 5	(M)	Labor Day--Campus closed
Sept. 9	(F)	Institute Day
Nov. 11	(F)	Veterans' Day--Campus closed
Nov. 24 - 26	(Th, F, Sat)	Thanksgiving Vacation
Dec. 12 - 17	(M - Sat)	Final Examinations
Dec. 17	(Sat)	Last day of the fall semester
Dec. 19-22	(M-Th)	FLEX days
Dec. 23 - Jan. 2	(F - M)	Campus closed

### Winter 2023

Jan. 9	(M)	Instruction begins for the winter intersession
Jan. 16	(M)	Martin Luther King, Jr. Day--Campus closed
Feb. 16	(Th)	Last day of winter intersession
Feb. 17	(F)	Lincoln Day--Campus Closed
Feb. 20	(M)	Washington Day--Campus closed

### Spring 2023

Feb. 21	(T)	Instruction begins for the spring semester
March 31	(F)	Cesar Chavez Day--Campus closed
April 17 - 22	(M - Sat)	Spring Break
April 24	(M)	Armenian Genocide Remembrance Day--Campus closed
May 29	(M)	Memorial Day--Campus closed
June 12- 17	(M - Sat)	Final Examinations
June 17	(Sat)	End of the spring semester
June 17	(Sat)	Commencement

**Saturday Classes**— During the Fall 2022 semester, there will be no Saturday classes on November 26. During the Spring 2023 semester, there will be no Saturday classes on April 22.

DATE: May 20, 2021

A handwritten signature in black ink, appearing to read 'C. DePiro', written over a horizontal line.

Caroline DePiro, Chief Negotiator  
Glendale College Guild

A handwritten signature in black ink, reading 'Victoria Simmons', written over a horizontal line.

Victoria Simmons, Chief Negotiator  
Glendale Community College District

**Tentative Agreement**  
 by and between the  
 Glendale College Guild, Local 2276  
 and the  
 Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

**APPENDIX I**

**ATHLETIC FACULTY STIPEND POOL**

**Redistribution of Athletic Stipends**

In the event a sport is discontinued, the District and the Guild shall meet and confer regarding how to redistribute budget monies allocated for the discontinued sport as noted in Appendix I.

**ATHLETIC FACULTY STIPEND POOL**

Assistant Coach		Full Time Head Coach	
Sport	Amount	Sport	Amount
Baseball	\$18,000	Cross Country, M/W and Track & Field, M/W	15% of Contract during <b>scheduled</b> semester of sport
Basketball, Men	\$16,000	Football	12% of Contract during <b>scheduled</b> semester of sport
Basketball, Women	\$16,000	All other sports	10% of Contract during <b>scheduled</b> semester of sport
Beach Volleyball, Women	\$2,000		
Cross Country, Men	\$8,000	Adjunct Head Coach	
Cross Country, Women	\$8,000	Sport	Amount
Football	\$42,000	Cross Country, M/W and Track & Field, M/W	15% of Step 5 - Column III on the Full-time Instructor Salary Schedule
Golf, Men	\$2,000	Football	12% of Step 5 - Column III on the Full-time Instructor Salary Schedule
Soccer, Men	\$14,000	All other sports	10% of Step 5 - Column III on the Full-time Instructor Salary Schedule
Soccer, Women	\$14,000		
Softball	\$16,000		
Tennis, Men	\$4,000		
Tennis, Women	\$4,000		
Track & Field, Men	\$14,000		

Track & Field, Women	\$14,000
Volleyball, Women	\$10,000
<b>Total Maximum Assistant Stipends</b>	\$202,000
<b>Post-Season Stipend Fund</b>	
2019/20	\$5,050
2020/21	
2021/22	
2022/23	

### **Post-Season Stipend Fund**

The 2019/2020 2.5% salary and stipend increase shall be used to create an ongoing post-season stipend fund and not applied to the coaching stipends delineated in Appendix I. Effective July 1, 2019, the Post Season Stipend Fund shall have a non-compounding beginning balance of \$5,050. For purposes of this section, the term 'ongoing' means that at the beginning of each fiscal year the fund shall increase by \$5,050. The Post Season Stipend Fund shall not exceed \$12,000. If the Post Season Stipend Fund exceeds \$12,000 after payout of post season stipends, the Guild and District mutually agree to reopen the Post Season Stipend Fund section.

Future salary and stipend increases to the collective bargaining agreement beginning in 2019/20 and concluding on 2022/23 shall be based on the Total Maximum Assistant Coaching Stipend (Total Maximum Assistant Stipends \$202,000 from 2019/2020) and applied to the Post-Season Stipend Fund. If the Post Season Stipend Fund exceeds \$12,000 after payout of post season stipends, the Guild and District mutually agree to reopen the Post Season Stipend Fund section.

The Guild and the District mutually agree to reopen the Post-Season Stipend Fund section during the 2023/2024 negotiations.

If the post-season stipend funds are not fully expended at the end of a fiscal year, the remaining post-season stipend funds shall be carried over the following fiscal year. The post-season stipends shall be paid to those responsible for post season coaching at the rate of \$100 per week for post season for each head coach and assistant coach.

Post season stipends shall not exceed 4 weeks or a \$400 maximum post-season stipend per eligible coach, and shall not exceed the Post Season Stipend Fund balance.

Post-season coaching stipends shall be paid at the end of each fiscal year.



DATE: April 29, 2021



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Caroline DePiro, Chief Negotiator  
Glendale College Guild



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Victoria Simmons, Chief Negotiator  
Glendale Community College District

**Tentative Agreement**  
by and between the  
Glendale College Guild, Local 2276  
and the  
Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

**ARTICLE I**

**RECOGNITION**

In accordance with Government Code Section 3540.1, the District hereby recognizes the Glendale College Guild, Local 2276 of the American Federation of Teachers as the exclusive representative for fulltime and adjunct faculty of the employees specified herein.

**The bargaining unit shall include:**

- Fulltime faculty
- Fulltime counselors
- Fulltime librarians
- Adjunct faculty
- Adjunct counselors
- Adjunct librarians
- Contract substitutes

Academic employees specifically including: Instructor, Regular full-time College Credit; Instructor, part-time, College Credit; Instructor, Continuing Education/Noncredit; Instructor, long-term Contract Substitute; Instructor, Temporary Contract Substitute; Instructor, Long-term Non-contract Substitute (greater than two weeks) while on an extended assignment; College Specialist; Counselor; Student Personnel Worker; Nurse; Nurse, Part-time; Librarian; Division Chairpersons; Faculty Coordinators; and Faculty Facilitators.

**The bargaining unit shall exclude:** ~~Excluded:~~

- Day-to-day substitutes
- Management, supervisory, and confidential employees working in their primary assignment
- Classified employees working in their primary classified assignment
- Temporary employees as defined in Education Code Section 88003
- Professional Experts as defined in Education Code Section 88003
- Student workers as defined in Education Code Section 88003

All other employees including: Instructor, Day-to-day Substitute Employees; and all Management, Supervisory and Confidential Employees.

Those designated as "included" above shall be referred to in this Agreement as "employees" or "bargaining unit members." The term "personnel" refers to the broader group of all persons utilized by the District to perform services, including bargaining unit members.

The definition **list of academic positions within** of the bargaining unit may be revised by mutual written agreement. Disputes related to this Article shall be **subject to the exclusive jurisdiction of the** handled pursuant to applicable **Public Employment Relations Board** proceedings rather than the grievance and arbitration provisions of this Agreement.

DATE: April 29, 2021



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Caroline DePiro, Chief Negotiator  
Glendale College Guild



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Victoria Simmons, Chief Negotiator  
Glendale Community College District

**Tentative Agreement**  
by and between the  
Glendale College Guild, Local 2276  
and the  
Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

**ARTICLE II**  
**DISTRICT RIGHTS**

**Section 1. General**

In accordance with Education Code Section 3543.2, This Article is intended to insure that the District retains all rights and authority powers, which it has not negotiated agreed to limit in the other Articles of this Agreement. This Article ~~II shall is not be~~ intended to, nor shall it be construed as waiving the rights of individual bargaining unit members under the Education Code or other statutes, or waiving or otherwise diminishing the rights of the Guild or of bargaining unit members as provided in other Articles of this Agreement. If there is a direct conflict between the District's rights as stated in this Article II and the rights of bargaining unit members or of the Guild as set forth in some other Article(s) of this Agreement, the language of the latter shall prevail. Also, it is recognized ~~Additionally, the Guild and District recognize~~ that many of the following subject matters fall contained within the scope of consultation under in Article III, Section 13; this Article is not intended to limit such consultation rights, shall not be limited by this Article, but rather to indicate that ~~However~~, the final decision in such consultation matters resides lies with the District.

**Section 2. Enumerated District Rights**

All matters not included within the scope of representation negotiations in Government Code 3543.2, and also all matters and rights not limited by the terms of the other Articles of this Agreement, are shall be reserved to the District. It is The District and Guild agreed that such reserved rights include, but are not limited to, the exclusive right and authority power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

- A. The legal, operational, geographical, and organizational structure of the District, including the chain of supervision command, division of authority, organizational divisions and subdivisions, boundaries, and advisory commissions and committees;
- B. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods,

fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;

- C. The acquisition, disposition, number, location types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;
- D. The methods, quality, quantity, frequency and standards of service, and the personnel, vendors, supplies, and materials to be used in connection with services to the public; the lawful subcontracting of services to be rendered and functions to be performed for the public, including but not limited to support, construction, maintenance and repair services;
- E. The selection, assignment and utilization of personnel not covered by this Agreement, including but not limited to substitutes and management, to do work which is normally done by persons covered hereby;
- F. The educational policies, procedures, objectives, goals and programs, including but not limited to those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, faculty, other personnel and the public with respect to such matters;
- G. The selection, assignment, classification, direction, promotion, demotion, discipline, termination, layoff and retirement of all personnel of the District subject to Education Code limitations; ~~affirmative action~~ and equal employment policies and programs; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, classes, and departments; and staffing patterns, including but not limited to the determination as to whether, when and where there is a job opening;
- H. The job descriptions ~~classifications~~ and the content and qualifications thereof;
- I. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the provisions of Article IX - Evaluation Procedures;
- J. The dates, times and hours of operation of District facilities, functions, and activities, subject to the provisions of Article VI - Hours;
- K. Safety and security measures for students, personnel, and the public, including the various rules and duties for all employees with respect to such matters;
- L. The rules, regulations and policies for all personnel, students and the public; and
- M. The administration of all employee health and benefit plans, **subject to the provisions of Article XI, Health and Welfare Benefits.**

### **Section 3. Non-Enumerated District Rights**

All other rights of the District not expressly limited by the provisions of this Agreement ~~are~~ **shall** also **be** reserved to the District even though not enumerated in **Article II**, Section 2 ~~of this article~~, and the provisions of the other Articles of this Agreement constitute the ~~only~~ contractual limitations upon the District. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such

right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

#### **Section 4. Exceptions**

It is **The District and Guild** agreed that ~~the~~ contractual rights of the Guild and of the employees **individual bargaining unit members** are set forth in other Articles of this Agreement and that ~~this Article II is~~ **shall** not be a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above or any other rights of the District not expressly limited by the terms of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is **shall** not subject to the grievance and arbitration provisions of Article IV. However, nothing herein shall preclude the filing of a grievance under other Articles which are subject to the grievance procedure.

DATE: May 17, 2021



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Caroline DePiro, Chief Negotiator  
Glendale College Guild



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Victoria Simmons, Chief Negotiator  
Glendale Community College District

**Tentative Agreement**  
by and between the  
Glendale College Guild, Local 2276  
and the  
Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

ARTICLE V  
**Work Stoppages**

**Section 1. Guild Responsibility**

Apart from and in addition to existing legal restrictions upon work stoppages, the Guild hereby agrees that neither it nor its officers, agents, or representatives, or persons acting in concert with any of them, shall incite, encourage, participate in or condone any strike, sickout, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever, without regard to whether the underlying dispute is subject to the grievance provisions of Article IV, or to **Public Employment Relations Board jurisdiction** proceedings, or to any other proceedings. In the event of any such work stoppage or threat thereof, the Guild and its officers, agents, and representatives shall take all reasonable steps within their control to end it or discourage it.

**Section 2. Employee Responsibility**

Any employee who incites, encourages or participates in any such work stoppage (see Section 1), shall be subject to discipline to and including termination.

**Section 3. District Responsibility**

The District shall not engage in any lockout of employees during the life of this Agreement. A lockout is a refusal to permit employees to perform previously assigned work in an effort to force bargaining concessions from the Guild; it does not include matters such as layoffs, program curtailments, or emergency shutdowns.

Date: April 29, 2021



Caroline DePiro, Chief Negotiator  
Glendale College Guild



Victoria Simmons, Chief Negotiator  
Glendale Community College District

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by and between the  
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and the  
Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

ARTICLE XIV  
**EFFECT OF AGREEMENT**

**Section 1. Entire Agreement**

This Agreement constitutes a bilateral and binding agreement by and between the Guild and the District and is entered into pursuant to Government Code Sections 3540-3549.3. ~~This Agreement is the parties' entire agreement and is to cover all matters relating to wages, hours and all other terms and conditions of employment. 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.~~

This Agreement specifically supersedes all prior written Agreements entered into between the Guild and District.

Therefore, ~~the~~ For the duration of this Agreement, ~~the~~ District and the Guild, ~~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.

**Section 2. Separability Severability and Savings**

Should any ~~portion~~ part of this Agreement ~~or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted laws or regulations~~ legislation, or by ~~decision~~ decree of any court of competent jurisdiction, such invalidation of ~~such part or a~~ portion of this Agreement shall not invalidate the remaining portions hereof. Remaining ~~portions~~ parts or provisions ~~of the Agreement~~ shall remain in full force and effect.



If any such a judicial decision or change in law(s) or regulation(s) occurs, as set forth in the preceding paragraph, the Guild and District parties hereto shall, upon request by either party and within ten (10) working days, commence negotiations, meeting and negotiating with respect to the means of compliance therewith.

### Section 3. Revisions

This Agreement may be amended by the parties hereto pursuant to reopen negotiations (Article XV). Also, if the parties hereto The Guild and District, may at any time mutually decide negotiate to amend revisions to this Agreement with a Side Letter, they may do so by a jointly executed written amendment, and such an amendment A mutually negotiated Side Letter shall be binding upon the District and Guild. employees.

### Section 4. Retention of Official Agreement

The District shall maintain retain the official copy of the Agreement contract. The Chief Human Resources Officer shall be responsible for maintaining an up-to-date version of the contract on the District's website at [www.glendale.edu/employment](http://www.glendale.edu/employment). The Chief Human Resources Officer shall review negotiated revisions to the Agreement with the Guild chief negotiator, and upon mutual agreement, update the Agreement and post an updated version of the Agreement on the District's website. All amendments and or revisions shall be entered into the online contract within five working days of the ratification by the Guild and the Board of Trustees. The Chief Human Resources Officer shall immediately inform the Guild office whenever a change is made to the official copy of the contract.

DATE: May 17, 2021



Caroline DePiro, Chief Negotiator

Glendale College Guild



Victoria Simmons, Chief Negotiator

Glendale Community College District