

**Tentative Agreement
Between CSEA and Its Glendale College Chapter 76
And
Glendale Community College District
October 27, 2021**

ARTICLE I - AGREEMENT

SECTION 1. Term of the Agreement

~~THIS AGREEMENT~~ This Collective Bargaining Agreement (“Agreement”) is made and entered into for the period of July 1, 2021 through June 30, 2024 ~~on (insert date) this 21st day of May 2021 by and~~ between the Glendale Community College District (“District”) ~~GLENDAL COMMUNITY COLLEGE DISTRICT,~~ hereinafter designated as the “District” and the California School Employees Associations, and Its Glendale Community College Chapter #76 (“CSEA”) ~~CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its GLENDALE COMMUNITY COLLEGE CHAPTER #76,~~ hereinafter designated as the “Association,” and constitutes the entire ~~sole~~ Agreement between the parties.

SECTION 2.4. Purpose of Agreement

The purpose of this Agreement is to promote ~~the improvement of personnel management~~ and enhance positive employer-employee relations, provide an equitable and ~~peaceful~~ clear 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,~~ Government Code Section § 3543.2 ~~of Division 4 of Title 1 of the Government Code of the State of California.~~

SECTION 3.2. Savings Clause Force and Effect

A. Should If any provision part of this Agreement ~~or any provisions herein contained be~~ is rendered ~~or declared~~ invalid by reason of any existing or subsequently enacted legislation, such provisions shall be deemed invalid.

B. If any provision of this Agreement is declared invalid ~~or by a court or administrative agency~~ 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.

C. 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 4 3. Definitions

A. Day(s): ~~unless otherwise specifically stated herein,~~ shall mean a scheduled day of work, **unless otherwise specifically stated herein.**

B. Spouse: ~~The use of the word “spouse” as used throughout this contract shall be construed to~~ include **a civil contract between a bargaining unit member and another person or a registered** domestic partner of **the bargaining unit member** ~~the employee, unless, otherwise specifically stated.~~

C. Anniversary Date Permanent Status: ~~Anniversary Date is~~ the date a bargaining unit member becomes **a permanent classified employee.** 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.~~

EC. Hire Date: ~~First day of employment as~~ **The date a bargaining unit member first served as a classified** employee of the **District College.**

FD. PERB: ~~is the~~ Public Employment Relations Board.

GE. Meet and Negotiate Confer: Make a reasonable and good faith effort to reach a resolution of the issue(s) before District action is taken through timely sharing of appropriate information, explanation of rationale for proposed action, and identification of points of conflict.

SECTION 5 4. Zipper Clause Understanding and Agreements

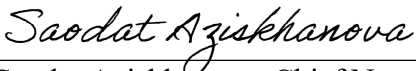
A. The parties ~~hereto~~ acknowledge that during the **course of** negotiations, which resulted in this Agreement, each had the

unlimited right and opportunity to make demands and proposals with respect to any subject or matter ~~deemed within the scope of 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.

~~B. Therefore, the~~ **For the duration of this Agreement, the** District and **CSEA 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 on: October 27, 2021

FOR THE ASSOCIATION




Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT



Victoria Simmons, VP, HR, Chief Negotiator



11/15/21
Angelica Reyes,
CSEA Labor Relations Representative

**Tentative Agreement
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October 27, 2021**

ARTICLE II – RECOGNITION

SECTION 1. Exclusive Representation - The District ~~hereby~~ recognizes **CSEA the Association** as the exclusive representative of ~~the~~ classified employees including specified herein:

INCLUDED: All positions which belong to ~~the~~ classified service as defined in ~~California~~ Education Code ~~sections §§88001 through § -~~ 88005 and **88013**, and listed in Appendix “C” of this Agreement.

EXCLUDED: ~~Administration, management, confidential, substitute, and short-term employees.~~

SECTION 2. Permanent New Classified Positions - All newly created classified permanent positions ~~except those specified in Section 1~~ shall be assigned to the bargaining unit.

~~A. Permanent employees are employees who have completed the initial probationary period, and includes all the incidents of such classification.~~

~~B. Regular employees refer to classified employees who have probationary or permanent status.~~

SECTION 3. Employees Positions Excluded from Classified Service

A. Confidential Employees - Confidential employees are defined by Government Code section § 3540.1 (c). ~~No new New confidential positions shall not will be approved by the District without prior consultation with the representatives of CSEA.~~

B. Substitute Employees - ~~Substitute A~~ **Temporary employees** ~~are employed may be hired~~ to replace a classified employees who is ~~are~~ temporarily absent from duty or to fill a vacant **classified** position(s) while the District is engaged in a hiring process procedure to hire permanent employees to fill the such vacancy t position.

~~1. Any substitute employee shall become permanent after one hundred ninety-five (195) working days, including holidays, sick leave, vacation, and other leaves of absences irrespective of number of hours worked per day. Substitute employees may not exceed 900 hours per fiscal year.~~

2. If the District elects to hire use a substitute employee in a vacant position:

a. The District shall be engaged in a hiring process to filling that the classified position(s) on a permanent basis.

b. Substitute employees shall not work more than sixty (60) calendar days in a vacant position. Authorization to exceed (60) calendar days shall be discussed with the CSEA on a case-by-case basis.

~~C. Short Term Employees – A short-term employee is any person who is employed individual hired to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis and shall not exceed 195 working days including holidays, sick leave, vacation, and other leaves of absences irrespective of number of hours worked per day. Short-term employees may not exceed nine hundred (900) hours in a fiscal year.~~

D. Any substitute or short term employee shall become a permanent classified employee after working one hundred ninety-five (195) working days in a fiscal year, including holidays, sick leave, vacation, and other leaves of absences irrespective of number of hours worked per day. Substitute or short term employees may not exceed 900 hours per fiscal year.

SECTION 4 5. Professional Expert – A professional expert is used for the temporary employment of a person in conjunction with a specific, limited term project requiring professional knowledge, skill, or technical expertise.

The District agrees that it will not employ a professional expert to perform work that has been customarily and routinely performed by classified employees in the bargaining unit.

~~CSEA will be provided details of the specific project, an estimate of length of assignment and individual qualifications of the proposed expert in their specific field, at least five (5) working days prior to presentation and approval, by the Professional~~

expert appointments shall be delineated in the Board of Trustees' regular monthly agenda.

Additions to the Professional Expert salary schedule shall be reviewed with CSEA prior to a new Professional Expert title being added to the salary schedule.

SECTION 4.5. Communications - All notices and communications required by this Agreement shall be in writing and shall be deemed ~~given if~~ **if done so in person, personally, transmitted by email,** or mailed by certified mail, return receipt requested, to the parties at the following addresses: ~~;~~ ~~or at such other address for a party as shall be specified by notice given pursuant hereto:~~

CSEA To the Association:

California School Employee's Association
Glendale Community College Chapter #76
1500 North Verdugo Road
Glendale, CA 91208

~~To the District:~~

**Superintendent/President &
Vice President, Human Resources**
Glendale Community College District
1500 North Verdugo Road
Glendale, CA 91208

~~SECTION 5. Professional Expert - A professional expert is used for the temporary employment of a person in conjunction with a specific, limited term project requiring professional knowledge, skill, or technical expertise.~~

~~The District agrees that it will not employ a professional expert to perform work that has been customarily and routinely performed by employees in the bargaining unit.~~

~~CSEA will be provided details of the specific project, an estimate of length of assignment and individual qualifications of the proposed expert in their specific field, at least five (5) working days prior to presentation and approval by the Board of Trustees.~~

Tentatively agreed on: October 27, 2021

FOR THE ASSOCIATION

Saadat Aziskhanova

Saodat Aziskhanova, Chief Negotiator



11/15/21

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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ARTICLE III - RETAINED RIGHTS

SECTION 1. District Rights - CSEA and the District ~~It is agreed~~ that all matters not ~~deemed mentioned as~~ within the scope of representation negotiations in delineated in Government Code Section § 3543.2 of the Government Code of the State of California, ~~or not~~ limited by the provisions of ~~other Articles of this the~~ Agreement, ~~or not~~ limited by statutory rights of bargaining unit members, **are shall be** reserved to the District. ~~Such r~~Reserved rights include, but are not limited to, the exclusive right to:

- ~~D~~determine the management organization and operational structure of the District;
- determine the financial structure of the District and all budgetary matters, including but not limited to all sources and amounts of financial support and income, and all budgetary allocations, reserves and expenditures;
- determine the number, type and location of all District-owned or controlled properties, grounds, facilities, and other improvements, including the acquisition, disposal and utilization of the same and the work, service and activity functions assigned to each of such properties;
- determine the kinds, levels and standards of any services to be provided ~~to for~~ the public or to be provided to employees in support of services to the public, and the methods and means of providing such services;
- determine the subcontracting of services and functions, except where such subcontracting conflicts with Article XXII, Contracting Out; would result in reduction in the number of employees subject to this Agreement;
- determine the educational policies, regulations, objectives, goals, programs, support services, curriculum, course content, textbooks, equipment and supplies, and all rules, policies, regulations, and practices regarding such matters;
- ~~hire select,~~ classify, direct, utilize, promote, demote, discipline, layoff, medically separate or terminate and retire any bargaining unit member; personnel of the District;
- assign bargaining unit members or other employees to any location, and also to any facilities, classrooms, activities, academic subject matters, and-departments and grade levels;

- determine staffing patterns, including but not limited to the determination of whether, when and where there is a **vacant position job opening**;
- determine the job classifications and the content and qualifications thereof;
- determine the duties and standards of performance for all employees; determine the times and hours of operation of District facilities, functions and activities;
- determine safety and security rules and measures for all **employees personnel** and students of the District;
- and determine the rules, regulations, policies, and practices for all employees, students and the public.

It is understood that the right to "determine" ~~as used herein~~ includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

SECTION 2. Limitations - The ~~above-mentioned rights of the~~ District **rights** are listed by way of example rather than limitation, and the provisions of ~~this the~~ Agreement constitute the only contractual limitations upon the District's rights. 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 3. Association Rights – By delineating District rights in this Article, CSEA and the District agree that it is not the intention of the parties ~~in setting forth the above-mentioned rights of the District~~ to detract or diminish in any way the rights of **CSEA the Association** or **bargaining** unit members as set forth elsewhere in ~~this the~~ Agreement, or in applicable laws or regulations Statutes or Constitutions; however, ~~CSEA's the Association's~~ statutory right to negotiate during the term of ~~this the~~ Agreement shall be as **delineated indicated** in ~~this the~~ Agreement. If there is a direct conflict between the rights set forth in this Article and the provisions of another Article of ~~this the~~ Agreement, the language of the latter shall prevail.

SECTION 4. Dispute Regarding Rights - 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 **contained in this Article set forth herein above**, or any other rights of the District not limited by other provisions of ~~this the~~ Agreement, **is shall** not **be** subject to the grievance and arbitration provisions ~~of as set forth in~~ Article VI, unless the grievance in question **contains is** an allegation that the District has violated a

provision of some other Article of this Agreement, **which whereby the referenced** Article is **itself** subject to arbitration.

Tentatively agreed on: November 10, 2021

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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12/08/21

Angelica Reyes,
CSEA Labor Relations Representative

**Tentative Agreement
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ARTICLE IV - ORGANIZATIONAL RIGHTS

- SECTION 1. Right to Visit Facilities** - The designated Labor Relations Representative and the Chapter President shall have the right to visit the facilities of the District where bargaining unit employees are assigned in connection with the administration of this Agreement. The ~~Association Labor Relations~~ Relations Representative must secure permission from the site administrator or ~~his/her designated representative~~ their designee to visit bargaining unit employees in the facility, provided such visits do not interfere with the orderly business of the District. ~~, and are made before or after the employee's normal working hours, and during scheduled breaks and lunch period.~~
- SECTION 2. Communication with Bargaining Unit Employees** - ~~The Association~~ CSEA may use the District mail service and designated bulletin boards for the purpose of communicating with bargaining unit employees. Designated representatives may deposit materials in bargaining unit members' mailboxes. All such communications shall bear the date of distribution and the name of a responsible officer of ~~the Association CSEA,~~ with a copy provided the site administrator and a copy forwarded to the Office of the Superintendent/President at the time of posting or distribution. All bargaining unit employees ~~members~~ shall have access to a District ~~individual~~ e-mail account.
- SECTION 3. Conducting Meetings** - Upon prior approval of the designated site administrator, ~~The Association CSEA~~ shall have the right to utilize individual site facilities for conducting ~~the conduct of~~ meetings with bargaining unit members ~~employees~~ of that specific facility. Requests to utilize District facilities for conducting ~~the conduct of~~ meetings with District bargaining unit members ~~employees~~ from more than one (1) location shall be approved subject to prior requests for the utilization of such facilities by groups entitled to their use. Such meetings shall in no way conflict with the work of District bargaining unit members ~~employees~~ nor with ~~school~~ District programs or activities.
- SECTION 4. List of Bargaining Unit Members** - ~~The District shall provide The Association CSEA with a list of bargaining unit~~ members ~~employees,~~ their date of hire with the District, classification and primary job site within thirty (30) days following the signing of this Agreement and each November 1 thereafter.

SECTION 45. Board of Trustees (BOT) Agendas - The District shall make available to the ~~Association~~ **Chapter** President, by providing a hyperlink to the BOT website ~~District mail~~, a digital copy of the ~~BOT Board of Trustees~~ **Agenda** and such detailed supporting materials as are available on the day prior to regularly scheduled ~~BOT Board of Trustees~~ **meetings**, unless unforeseen circumstances occur.

SECTION 56. Released Time for Association CSEA Business

- A. The District ~~will~~ shall allow release time with pay for attendance at the CSEA Annual Conference on the basis of two (2) delegates for the first one hundred fifty (150) members and one (1) additional delegate for each additional one hundred (100) members or fraction thereof within Glendale Community College District, Chapter 76.
- B. Members designated by ~~the Association~~ CSEA to attend ~~said~~ CSEA Annual Conference shall, not less than thirty (30) days prior to date of Conference, submit their names to the District. The District ~~will~~ shall, in turn, not later than fifteen (15) days after receipt of ~~said the~~ request, approve the names that have been submitted, ~~or notify the Association to select an alternate, such alternate's name to be submitted to the District no later than five (5) days prior to the Annual Conference.~~
- C. Officers of CSEA Glendale Community College District Chapter 76, Site Representatives and Job Stewards shall have release time available for the performance of their duties. Sixty-six (66) hours (1.65 FTE) per week shall be available for use for release time for union activities. The Chapter President and Chief Negotiator may have up to 20 hours each of the 66 hours of release time per week to conduct CSEA business with the remaining hours distributed as needed. Such release time shall be documented by the individual using the time and certified by the Chapter President ~~of CSEA Chapter 76~~ as authorized. The time will be reviewed each year by the District Administration and CSEA to evaluate if more or less time needs to be allocated in the following year (subject to negotiations). Such time shall not be required for actual negotiations ~~(cost of such time can be reimbursed by the State of California)~~ or for any time used as an appointed member of any ~~College District G~~ governance C ~~committee~~ which is official College District business.
- D. The District may provide a substitute employee for the Chapter President and/or Chief Negotiator with mutual agreement between CSEA and the Superintendent/President. ~~Each substitute~~

~~employee may work up to 900 hours or 195 days per fiscal year, whichever comes first.~~

- E. CSEA shall have release time equivalent to 500 employee hours per year, for the purpose of attending ~~the a~~ monthly CSEA meeting. CSEA will provide a monthly report to the ~~Associate Vice President,~~ ~~of~~ Human Resources listing the bargaining unit members ~~employees~~ attending the monthly meeting and the remaining number of employee hours that may be used for attendance at the monthly meeting for that year. Attendance at the monthly CSEA meetings will not serve in lieu of the bargaining unit member's ~~employees~~ lunch period up to the 500 hour annual limit.
- F. Serving on ~~shared~~ governance committees, subcommittees, task forces, ad-hoc committees, or attendance at classified professional development meetings referenced in Section 123 will not serve in lieu of the bargaining unit member's ~~employees~~ lunch period.

SECTION 67. Right to Information - The designated Labor Relations Representative and the Chapter President shall have the following rights in addition to the rights specifically provided in any other portion of this Agreement:

- A. To review an bargaining unit employee's personnel file when accompanied by the bargaining unit employee or on presentation of a written authorization signed by the bargaining unit employee.
- B. To receive two (2) digital copies of the ~~Preliminary Tentative~~ and ~~Adopted Final~~ Budgets of the District as soon as available.
- C. To request and receive a seniority list of all employees in the Bargaining Unit at least twice a year.
- D. A hyperlink to a digital copy of a Mmonthly list of student workers employed by the college District contained in the monthly BOT agenda. The list shall contain the following information:
 - 1. ~~Names of student workers;~~
 - 2. ~~Number of total student worker hours worked per month per Division;~~
 - 3. ~~Division assigned as follows:~~
 - a. ~~Superintendent / President~~
 - b. ~~Student Services~~
 - c. ~~Administrative Services~~

~~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 a change occurs.~~

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

SECTION 78. Work Site Representative - The District agrees to recognize a **W**work **S**site **R**representative designated by ~~the Association CSEA~~ at each work site. **Such Work site** representatives shall be chosen from among the regular **bargaining unit members** employees at such work site.

~~**A.** the Association CSEA shall notify the Vice President, Human Resources District in writing of the name of each Wwork Ssite Rrepresentative within fifteen (15) days after the effective date of this Agreement. If a change is made in the designee, the District shall be advised in writing, within five (5) days, of such change.~~

AB. The **W**work **S**site **R**representative may consult with **bargaining unit members** employees in their respective work site on matters concerning this Agreement, provided such consultation does not interfere with the orderly business of the **W**work **S**site, and is held before or after the **bargaining unit members'** employees normal working hours, and during scheduled breaks and lunch period.

SECTION 89. Consultation Procedures Governance Participation - The following procedures ~~will~~ **shall be apply to bargaining unit members' followed in the governance participation Consultation Process with CSEA:**

- A. **Governance** Committees: CSEA shall have the right to appoint ~~an~~ ~~employee~~ **bargaining unit members** ~~employees~~ to serve as a CSEA representative on all **College District Governance** ~~C~~committees. ~~When a second classified representative is to be appointed to governance structure committees, such appointment will be made by CSEA after consultation with the Superintendent/President and his representatives.~~
- ~~B. Budget Development: Attendance by CSEA representative(s) shall be permitted when department heads, deans, division chairs or others with budget responsibility make their initial budget presentation to the Superintendent/President, when budget review hearings are conducted by the Superintendent/President and at comparable presentations or hearings. The foregoing notwithstanding, meetings between the Executive Vice President, Administrative Services, and the Superintendent/President are excluded, as are administrative retreats and Superintendent/President's Cabinet meetings.~~
- ~~C. Administrative Consultation: In any situation where there is a proposed Board policy change which has not been the subject of prior consultation with CSEA, or which has not been the subject of consideration by one of the committees which has a CSEA appointed member, CSEA shall have the right, upon request, to meet and consult with the District Administration prior to final adoption. At least two (2) weeks shall be allowed for such consultation, except in emergency situations. It is understood that appearance of such matter on a Board of Trustees BOT Agenda shall constitute notice to CSEA.~~
- ~~D. District material, which is relevant to negotiations, including financial information from the Chancellor's Office, or any other relevant material shall be provided to the chief negotiator CSEA representative who is chairman of the negotiating team.~~

SECTION 10. Representation at Board of Trustees BOT Meetings - CSEA shall have the right to appear and make a presentation at **Board of Trustees BOT** meetings under the "Special Presentations" **BOT** agenda item, provided that notice of such intention is given to the District early enough to appear on the **printed digital** agenda. In addition, the CSEA shall be entitled to representation at all regular **Board of Trustees BOT** meetings and a representative shall be seated at the resource table.

SECTION 11. ~~Shared Governance Participation and Collective Bargaining~~ - CSEA's participation in governance committees established pursuant to [Title 5, §53204 AB1725 \(shared governance\)](#) shall not be construed as a waiver of CSEA's collective bargaining rights when agenda items relate to issues within the scope of bargaining ~~as determined by Section (See Government Code §3543.2 (a)), of the Government Code of the State of California.~~

SECTION 12. ~~Right to Withdraw - Every employee in the bargaining unit, who is a member, shall have the right to withdraw their membership and become a service fee payer within a window period of thirty (30) days prior to the expiration of this Agreement, by the process of sending a letter to the Office of Human Resources stating their objection to further supporting CSEA. It shall be the sole obligation of the employee to comply with this section without either the District or CSEA encouraging or discouraging such action.~~

SECTION 123. Classified Staff Meetings - The District ~~shall would~~ serve as primary host for two (2) classified staff meetings per semester. Both parties ~~will shall~~ agree to the date, time, and agenda for these staff meetings. The content of the classified staff meetings may include ~~professional development~~, updates and information from administration, faculty, and staff on current District college news relevant to classified staff.

The District ~~will shall~~ allow as many bargaining unit employees to attend the meeting as possible while maintaining district services.

SECTION 134. Committees Appointments – Upon appointment to a committee of classified employees, the CSEA Executive Board ~~will shall~~ inform the bargaining unit member's employee's supervisor of their participation on committees. For the purposes of this section, "committee" includes, but is not limited to, governance committees, subcommittees, task forces, and ad-hoc committees.

When the operational needs of a department are impacted because of the number of committees an bargaining unit member employee's is serving on, the ~~manager area administrator shall will~~ attempt to resolve the issue with the bargaining unit member employee. If the issue is not resolved, the District and CSEA ~~will shall~~ meet to seek resolution.

SECTION 145. New Employee Orientation – Pursuant to Government Code §§3555-3559 and 6254.3, the following provisions shall apply to newly hired employee(s) orientations. The passage of Assembly Bill 119 has added sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section

~~6254.3, creating new legal requirements around notice of new hires, exclusive representative access to orientation sessions, and provision of contact information for new and current employees.~~

- A. “Newly hired employee” ~~or “new hire”~~ means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. The right to access new employee orientation is limited to bargaining unit employees represented by ~~the Association~~ **CSEA**.
- B. The District shall provide CSEA with **newly hired employee** contact information ~~on the new hires~~. The information ~~will~~ **shall** be provided to CSEA **electronically** via **email electronic mail** on the last-working day of the month in which they were hired. ~~Theis~~ **newly hired employee** contact information shall include the following items, with each field in its own column:
- a. First Name;
 - b. Middle initial;
 - c. Last name;
 - d. Suffix (e.g. Jr., III)
 - e. Job Title;
 - f. Department;
 - g. Primary worksite name;
 - h. Work telephone number;
 - i. Work Extension;
 - j. Home Street address, incl. apartment #, (when available)
 - k. City
 - l. State
 - m. ZIP Code (5 or 9 digits)
 - n. Home telephone number (10 digits); (when available)
 - o. Personal cellular telephone number (10 digits); (when available)
 - p. Personal email address of the employee; (when available)
 - q. Last four numbers of the social security number;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall ~~provide information via the district maintained shared drive electronic mail to email~~ **confirming they it** did not hire any new employees that month.

C. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of January, May, and September. The information will be provided to CSEA via electronic mail. This contact information shall also include the following information, with each field listed in its own column:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g. Jr., III)
- e. Job Title;
- f. Department;
- g. Primary worksite name;
- h. Work telephone number;
- i. Work Extension;
- j. Home Street address , incl. apartment #, (when available)
- k. City
- l. State
- m. ZIP Code (5 or 9 digits)
- n. Home telephone number (10 digits); (when available)
- o. Personal cellular telephone number (10 digits); (when available)
- p. Personal email address of the employee; (when available)
- q. Last four numbers of the social security number;

D. "New employee orientation" means the onboarding process of a newly hired **public** employee, whether in person, online, or through other means or mediums, in which **newly hired** employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. This shall include one-on-one meetings with human resources representatives or any group orientations initiated by the District.

E. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an **new employee** orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- a. CSEA shall have up to one (1) hour of paid release time for each of the two (2) CSEA representatives, including the Chapter President or designee, to conduct an orientation session. This release time ~~will~~ shall not count towards the release time that is allotted in the ~~collective bargaining a~~Agreement. The ~~CSEA~~ Labor Relations Representative may also attend the orientation session.
- F. District property ~~will~~ shall be made available for the CSEA orientation session, during the workday of the employee(s), who shall be on paid time.
- G. Savings Clause: The savings clause shall be subject to ~~the force and effect~~ provisions of Article I, Section ~~3 2~~ in of the ~~Collective Bargaining~~ Agreement.
- H. Any alleged violation, misinterpretation, or misapplication of the terms of this section shall be subject to the grievance provisions of Article ~~VI 6~~ in the Collective Bargaining of the Agreement, except as follows:
- a. "Grievant" shall only include CSEA and its Glendale Community College Chapter 76.
- b. "Grievance" shall include violations of this section, but no other issues outside this section or the ~~Collective Bargaining~~ Agreement.
- c. The Grievance shall precede directly to the Superintendent/President for a response. Step ~~2 3~~ for a resolution.

Tentatively agreed on: January 19, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova
Saodat Aziskhanova, Chief Negotiator

AK 01/26/22
Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons
Victoria Simmons, VP, HR, Chief Negotiator

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And
Glendale Community College District

ARTICLE V - ORGANIZATIONAL SECURITY

SECTION 1. ~~**Mutual Intention**~~ — It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require that every bargaining unit employee pay membership dues.

SECTION 1 2. **Right to Membership Dues/Service Fees – For the duration of the Agreement, the District CSEA shall have the sole and exclusive right to have membership dues deducted for membership dues from bargaining unit members' wages based on CSEA's membership lists and written direction. employees in the bargaining unit by the District.** CSEA shall provide the District with a **membership list of** current, ~~**schedule of its**~~ authorized dues **deductions**. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.

~~**A. In accordance with the CSEA dues schedule, the District shall deduct dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement.**~~

A. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic annual renewal unless the employee drops out during a specified window period tracked by CSEA.

B. Any **bargaining unit** member requesting revocation of **their** membership dues **deduction** shall notify CSEA. CSEA shall immediately notify the District if any ~~**member of the**~~ bargaining unit **member** revokes a dues **deduction** authorization.

~~**C. Employees being reinstated from a layoff or exercising re-employment rights will be considered a current employee, if they had been laid off prior to the effective date of this Agreement.**~~

SECTION 3. ~~Transmittal of Membership Dues Dues Deduction-~~ The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all CSEA bargaining unit members. ~~without charge, pay to transmit the sum of membership dues deductions to~~ CSEA within 15 days ~~the sum of deductions.~~

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

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

~~CSEA shall indemnify and hold the District harmless from any and all costs, attorneys fees, claims, demands, and suits or other actions arising from the compliance with this article. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. Prior to responding to any claim, the District shall negotiate with CSEA concerning the appropriate response.~~

Tentatively agreed on: November 10, 2021

FOR THE ASSOCIATION

Saodat Aziskhanova
Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT

Victoria Simmons
Victoria Simmons, VP, HR, Chief Negotiator



12/08/21

Angelica Reyes,
CSEA Labor Relations Representative

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

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION 1. Definitions

- A. A "grievance" is defined as an an written allegation by an an grievant employee covered hereby that the District has violated a specific provision(s) of this Agreement and that by reason of such the alleged violation, the grievant(s) their his/her rights have been adversely affected. A grievance shall contain:
- Agreement provision(s) alleged to have been violated,
 - Facts related to alleged Agreement violation(s),
 - Date(s) of the alleged Agreement violation(s), and
 - Specific remedy sought
- B. A "grievant" may be an bargaining unit employee or group of bargaining unit employees making a claim that their rights have been violated. Nothing shall preclude CSEA Chapter 76 from filing a grievance on behalf of any individual bargaining unit employee or group of bargaining unit employees.
- ~~C. A "complaint" is defined as an allegation by an employee against a supervisor or coworker not in direct violation of this Agreement.~~
- ~~C. The "immediate supervisor" is the management designee that supervises the grievant(s), having immediate jurisdiction over the grievant, who has been designated by the District to process grievances in Step 1.~~
- ~~D. The "next higher level supervisor" is the management designee who has been designated by the District to process grievances in Step 2.~~

SECTION 2. Informal Resolution

- A. The best resolution of a grievance is at the lowest possible level. Before filing a formal written grievance, a CSEA Representative shall attempt to resolve the alleged violation problem by means of an informal meeting with the immediate supervisor and Human Resources.
- B. CSEA shall request the informal meeting within ten (10) days of the occurrence of the alleged violation giving rise to the grievance, or within ten (10) days of when CSEA could reasonably have known of the alleged violation.

SECTION 3. Processing a Formal Resolution Grievance – Should an informal resolution be unsuccessful, a A-grievance shall be processed in the following manner:

Step 1: The best resolution of a grievance is at the lowest possible level. Therefore, not No later than **twenty (20) thirty (30)** days following the **alleged violation(s), incident** which prompted the **grievance** ~~grievance~~ **allegation**, the grievant shall first discuss their his/her **issues-alleged violation(s)** complaint with the Chapter Grievance Officer who will determine if this is a grievance **issue or complaint**. his/her immediate supervisor in an effort to resolve the problem through discussions and informal means. The immediate supervisor will give their his/her oral answer to the employee not later than ten (10) days after the discussion and the giving of such answer will terminate Step 1.

A. If Grievance Officer and/or CSEA Representative deems that the issue is a complaint, a meeting shall be called as needed between District Representative, immediate supervisor, CSEA Representative, and employee.

A. If Grievance Officer and/or CSEA Representative deems that the issue(s) satisfies the definition of is a grievance, a formal grievance shall must be filed with the District/VP Vice President of Human Resources within thirty (30) days of the alleged Agreement violation.

a. A formal grievance, a written statement by the grievant, fully stating the facts of the grievance and the specific provisions in this Agreement that have been violated, shall be filed with the District/VP of Human Resources within ten (10) days from the determination that a formal grievance is warranted.

a.b. (moved from c to b) A meeting shall be convened within Within fifteen (15) days of the District/ Vice President of Human Resources receipt of receiving the grievance, a Step 1 meeting shall be convened.

b.e. (moved from b to c) Within ten (10) days of the Step 1 meeting, the The District/Vice President of Human Resources shall provide a written Step 1 decision respond within ten (10) days.

- i. If the alleged violation issue was is resolved at Step 1, then the grievance it will shall conclude at Step 1 of the Grievance Process.

~~c.d.~~ If a grievance is not resolved settled in at Step 1, the CSEA Representative, may filed a and the grievant decides to pursue the matter further, the grievance shall proceed to Step 2 appeal.

Step 2: If the grievance is not settled in Step 1 and the grievant decides to pursue the matter further, Upon concluding the allegation is a grievance, the grievance the grievant shall be reduced to writing by the employee, fully stating the facts of the grievance in writing and detailing the specific provisions of this Agreement alleged to have been violated, remedy sought, signed and dated by the employee and presented to the next higher level supervisor within ten (10) days after termination of Step 1. A meeting between the employee and the next higher level supervisor will occur within ten (10) days to review and discuss the grievance. Both parties may have one (1) additional representative present. The decision by the next higher level supervisor shall be rendered in writing, not later than ten (10) days after the meeting, and the rendering of such decision will terminate Step 2.

Step 2 3: Within ten (10) days of receipt of the Step 1 decision, the CSEA Representative, If a grievance is not settled in Step 1, and the grievant decides to pursue the matter further, grievance shall file a Step 2 appeal shall be submitted to with the Superintendent/President or their his/her designee. within ten (10) days from the receipt of the District's answer in Step 1.

a. Within fifteen (15) days of receipt of the Step 2 appeal, a Step 2 A meeting between the grievant, their his/her the CSEA rRepresentative, and the Superintendent/President and/or their his/her designee shall will occur within fifteen (15) days to review and discuss the grievance.

b. Within ten (10) days of the Step 2 meeting, the The decision by the Superintendent/President or their his/her designee shall provide a written Step 2 decision. be rendered in writing to the grievant and the CSEA Chapter Association President, no later than ten (10) days after meeting.

i. If the alleged violation is resolved at Step 2, then the grievance shall conclude at Step 2 of the Grievance Process, and if the rendering of such the decision is satisfactory Step 2 shall conclude the grievance process. will terminate Step 3.

c. If the grievance is not resolved at Step 2, the CSEA Representative may file a Step 3 appeal to arbitration.

If the grievance is not settled in Step 2 and the grievant decides to pursue the matter further, the grievance shall proceed to Step 3.

Step 3 4: Appeal to Arbitration

a. Only a CSEA Representative If a grievance is not settled in Step 2 3, and the grievant decides to pursue the matter further, the grievance shall be submitted to arbitration, but only if the Association representative gives may appeal a Step 2 decision to arbitration.

b. Within ten (10) days after receipt of the District's Step 2 decision, the CSEA Representative shall provide written notice to the District/Vice President of Human Resources of the decision to its appeal to arbitration e the grievance within ten (10) days after receipt of the decision of the District in Step 2 3 of the grievance procedure.

i. The provisions of Article II -Recognition, the Retained Rights set forth in Article III and hereby incorporated by reference herein; and the provisions of Article XXV - Concerted Activities, are specifically excluded from arbitration under the provisions of this Article.

c.b. As soon as possible and in any event nNot later than ten (10) days after the District receives written notice **from the CSEA Representative of its Step 3 appeal to arbitration the decision to arbitrate**, the **Grievance Officer and/or CSEA Representative Association representative** shall request the California Mediation and Conciliation Service to submit a panel of five (5) local arbitrators. The District and **the grievant and/or their his/her representative CSEA Representative** shall in turn strike a name from the list until only one (1) remains. The remaining name shall be accepted by both parties as the impartial arbitrator. The privilege of

striking the first name shall be decided by lot.

~~d.e.~~ The impartial arbitrator shall, **as soon as possible thereafter,** hear ~~said the Step 3 appeal to arbitration~~ within a reasonable time not to exceed **ninety (90) ~~sixty (60)~~ days** **and render their his/her decision in writing.** The arbitrator shall submit their his/her decision in writing within thirty (30) calendar days after they he/she have ~~has~~ heard the **Step 3 appeal to arbitration case**. The decision of the arbitrator **shall will** be final and binding upon the parties of this Agreement.

SECTION 4.3. Effects of Arbitration on Agreement - This Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement **based upon in the respect alleged in** the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to ~~them~~ ~~him or her~~ by the respective parties in the presence of each other.

SECTION 5.4. Number of Arbitrations - The arbitrator may hear and determine only one (1) grievance at a time unless the parties mutually agree otherwise.

SECTION 6.5. Timeline for Grievances - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered null and void. Time limits for appeal provided in each Step shall begin the day following the day that the decision is rendered by the District. A decision rendered at any Step in the Grievance Procedure becomes final unless appealed within the time limits specified in the Agreement. Any extension of time requested by the District or ~~CSEA the Association will~~ **shall** be by mutual **written** agreement. In the event that the District fails to act within the time limits allowed for responses and/or meetings, the ~~G~~grievance **shall will** automatically proceed to the next step.

SECTION 7.6. Costs of Arbitration - All costs for the services of the arbitrator, including but not limited to, per diem expenses, ~~their his/her~~ travel and subsistence expense, cost of any hearing room, court reporting and transcripts will be borne equally by the District and the Association.

SECTION 8.7. Miscellaneous

- ~~A. If a grievance arises from action or inaction on the part of a member of the administration at a level above that designated in Step 1-2 of this procedure, as determined by the Superintendent/President or their his/her designee, the grievant shall submit such grievance in writing to the Superintendent/President or their his/her designee and the Association directly and the processing of such grievance will commence at Step 2-3.~~
- ~~A. B.~~ Forms for filing grievances ~~will~~ be prepared and distributed by the Association. Grievance forms are contained in Appendix P.
- ~~B. C.~~ The “District Designees to Process Grievances” shall be VP of Human Resources the immediate supervisor for Step 1; the next higher level supervisor for Step 2; and the Superintendent/President or their his/her designee for Step 2-3. Such designees may be changed at the sole discretion of the District upon written notification to the CSEA Association.
- ~~C. D.~~ The designated representative shall inform their his/her immediate supervisor twenty-four (24) hours prior to their his/her requested release from duties for grievance processing, in order that an adequate substitute may be obtained, if such is necessary. Release time shall be limited solely to representing a grievant in a conference with management representatives, in Step 1-2 and Step 2-3 of the Grievance Procedure, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.


The parties expressly agree that there shall be no disciplinary and/or retaliatory measures taken against any individual or group of individuals who have in good faith filed a grievance under the terms of this Article.

SECTION 9.8. ~~Maintaining Records of Grievances Documents - The above-~~
described ~~g~~Grievance documents shall be maintained in a grievance
file separate from the personnel files of the **grievants participants**.
Personnel files shall not refer to grievance documents except as
necessary to implement an action resulting from the grievance
procedure.

Tentatively agreed on:

FOR THE ASSOCIATION

Saodat Aziskhanova
Saodat Aziskhanova, Chief Negotiator

 01/26/22
Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons
Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE VII - HOURS OF ASSIGNMENT OF EMPLOYMENT

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

A. Traditional Workweek Schedule – Traditional workweek schedule shall be defined as a regular **work** schedule of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This schedule **may shall** be pro-rated for permanent part-time employees.

B. 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 **may** include 4/10 and 9/80 schedules. A 4/**10 40** workweek is four days of ten (10) hours per day in one week. A 9/80 schedule is eighty (80) worked over nine (9) days in a **consecutive** two week **consecutive week** period. **The District may schedule employees to work hours greater than or less than eight (8) hours in one day not to exceed a total of forty (40) hours in any one (1) week with prior mutual agreement between the supervisor and employee.**

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

SECTION 3. Length of Workweek - This Article shall not restrict the extension of the 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 four (4) day, forty (40) hour workweek during **the Winter or Summer intersessions short sessions,** it is agreed such a workweek may be implemented at the discretion of the District. The workday for affected **classified bargaining unit** employees **will shall** consist of a ten (10) hour day with two (2) twenty (20) minute breaks and a

one-half (1/2) 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. Nothing shall preclude the establishment of a non-traditional workweek with prior agreement and mutual consent of the manager and the individual bargaining unit employee(s), provided that:

1. Any such deviation from the traditional workweek schedule ~~five (5) day, forty (40) hour work week~~ is by advance mutual consent of the bargaining unit employee and management, by written agreement no less than five (5) working days prior to the start date of the altered non-traditional workweek scheduled. (see Appendix "H")

2. Adoption of a non-traditional work day or workweek ~~does shall~~ not increase the workweek average beyond eighty hours in a two week period forty (40) hours or create a split shift. However, bargaining unit employees may be assigned overtime pursuant to Section 7 of this Article.

3. Adoption of a non-traditional workday or workweek ~~does shall~~ not create an overtime situation until the set hours of the non-traditional schedule are exceeded.

4. Adopted agreements for non-traditional 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 a traditional workweek~~ schedule, they shall notify the bargaining unit employee within ten (10) working days. If the bargaining unit employee and manager cannot agree to the reversal, CSEA and the District shall make a reasonable effort to resolve the issue within ten (10) days.

6. If the District makes a District-wide determination that a non-traditional workweek schedule is not desirable during the Fall and Spring semesters, it shall first meet and negotiate any such determination with CSEA.

C. Bargaining unit ~~Employee~~ employees who work a non-traditional workweek schedule shall revert to a traditional 40 hour-workweek schedule

on during weeks which contain dDistrict approved holidays (defined in Article XI) or when the bargaining unit 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 45. Lunch Period

- A. Unpaid Lunch Period - Bargaining unit ~~E~~employees working five (5) or more consecutive hours per day shall receive an unpaid lunch period of not less than one-half ($\frac{1}{2}$) hour. The lunch period may be waived by mutual written agreement or employees who work six or less hours in a day.
- B. Paid Lunch Period - Employees working a nine-eighty (9/80) or four-ten forty (4/~~10~~40) flex schedule shall receive a paid lunch period of not less than one-half ($\frac{1}{2}$) hour. These are the only employees who will receive a paid lunch period.

SECTION 5 6. **Rest Periods** – Rest periods are normally scheduled midway in each work~~day~~ period or by mutual agreement of the immediate supervisor and bargaining unit employee.

- A. Bargaining unit ~~E~~employees shall receive one (1) paid fifteen (15) minute rest period for each four (4) consecutive hour period worked, at a time approved by their ir immediate supervisor.
- B. Employees working a 4/~~40~~10 workweek shall receive one (1) paid twenty (20) minute rest period for each five (5) consecutive hour period worked at a time approved by their intermediate immediate supervisor.

SECTION 6 7. **Flex Day Nine (9) and Ten (10) Month Assignments** - Nine (9) month and ten (10) month employees shall not normally be scheduled to work during the ~~w~~Winter, ~~and~~ **Summer Intersession(s) or Spring Break** ~~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 7 8. **Payment of Overtime and Compensatory Time Off**

- A. **Payment of Overtime** –

1. Traditional Workweek Schedule: Any **bargaining unit** employee on a traditional workweek **schedule** who ~~work~~overtime shall be paid for all hours worked in excess of eight (8) hours in anyone (1) day or forty (40) hours in any one (1) week at a rate of one and one-half (1½) times **their his/her** basic hourly rate of pay.

2. Non-Traditional Workweek Schedule: Any **bargaining unit employee on a non-traditional workweek schedule** shall be paid for all hours worked in excess of their non-traditional schedule at a rate of one and one-half (1½) times their **his/her** basic hourly rate of pay.

a. 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.

b. All overtime work must have prior approval of the immediate supervisor before the work may commence.

c. If it is determined by the District that overtime is necessary, it is understood and agreed that bargaining unit employees shall work overtime as required. Such overtime shall be distributed and rotated on a seniority basis as equally as is practicable among the bargaining unit employees in the affected classification, within each department, at each work site.

B. Compensatory Time Off - At the sole discretion of the District, or a bargaining unit employee may receive compensatory time off at a rate equal to one and one-half (1½) times the actual time worked in excess of their traditional or non-tradition workweek schedule. 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.1. Approved compensatory time ~~must~~ **shall** be taken within ninety (90) days from the time the work was performed, or, if not taken during this time, the **bargaining unit** employee **shall will** receive **monetary overtime compensation as delineated in Section 8. A. 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 8 9. Assignments in Addition to Regular Workweek Schedule - Any bargaining unit employee assigned to work on a day when they employee is are not normally scheduled to work, or any bargaining unit employee called back to work after completing on of their his/her workday or workweek regular assignment, but not consecutive with such assignment, shall be compensated for a minimum of three (3) hours of work at the bargaining unit employee's applicable rate of pay.

Bargaining unit E employees who are called to work during non-scheduled work hours **shall will** be compensated for a minimum of one (1) hour if that work can be completed remotely.

SECTION 9 10. Part-time Employees: Increased to Work Hours Days

1. Any part-time bargaining unit employee who works a minimum of thirty (30) minutes per day in excess of their his/her basic regular 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 their his/her basic regular part-time assignment changed to reflect the longer additional hours in order to acquire fringe benefits on a properly prorated basis.

2. A part-time bargaining unit employee who works a minimum of 30 minutes per day in excess of their regular part-time assignment, as directed by the supervisor, for a period of 20 consecutive working days or more shall have their regular part-time assignment changed to reflect the additional hours in order to acquire fringe benefits on a prorated basis.

SECTION 10 4. Restroom/Lunch Facilities - The District shall make available in each work location restroom and lavatory lunch facilities for the bargaining unit 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 11 2. Additional Work Assignments – Any permanent employee who is regularly assigned to a unit and who is also assigned similar level on an hourly basis during days in unpaid service, 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 11 2 3. District Authorized Professional Development Activities
Conference Attendance - An bargaining unit employee's may be absent to attend due to a District authorized professional development activity related to their assigned duties. 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 their 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. A bargaining unit employee shall complete all necessary District forms to attend the District authorized professional development activity. The District shall pay for or reimburse the expenses related to the bargaining unit employee attending the District authorized professional development activity.

SECTION 12 3 4. Changes in of Work Schedule – Any changes to the work schedule for bargaining unit employees members shall be mutually agreed to within (10) working days prior to implementation. If the bargaining unit employee and manager cannot agree to the change in work schedule, CSEA and the District shall make a reasonable effort to resolve the issue within ten (10) days.

Tentatively agreed on: March 2, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator



Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE VIII - WAGES

SECTION 1. Basic Rate of Pay - The basic rate of pay for each classification position in the bargaining unit shall be in accordance with the rates established delineated in Appendix "B1" Classified Employees Monthly Salary Schedule (hereinafter 'salary schedule'), ~~which is attached hereto and incorporated by reference as a part of this Agreement.~~ The basic regular rate of pay shall include any shift differential required to be paid in accordance with Sections 7 and 8. under this Agreement. The salary schedule shall be effective July 1, of each year, regardless of the effective date of the Agreement Contract.

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

SECTION 2. Salary Range Step Placement

- A.** Initial ~~S~~ salary range step P placement: New bargaining unit employees may be initially placed beyond Step 1 ~~the first step~~, to a maximum of Step 3, of the salary range schedule. Step p placement at Step 2 shall be is based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the classification position. The equivalent of twenty-four (24) semester units of related course work shall will equal one (1) year of work experience. (Transcripts must be submitted.) Related work experience shall will be counted on a year-for-year full-time equivalent basis. ~~Step p~~ placement at Step 3 shall will be based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.
- B.** The new bargaining unit employee shall request their initial salary range step placement be reviewed by submitting a written "Classified Initial Salary Placement Request" (Appendix M) to the Vice President, ~~of~~ Human Resources or designee within thirty (30) days of their start date. This form shall also be provided to all new bargaining unit employees at the time of hire. The request shall

state the reasons that the **new bargaining unit employee candidate** believes ~~they he/she~~ should be placed above Step 1 **of** ~~on~~ the salary range; specifically, outlining the training and/or experience beyond the minimum requirements for the **classification position**. Evidence of such advanced placement and the justification in each instance shall be made available to CSEA upon request from the CSEA Chapter President or designee.

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

~~An bargaining unit employee who believes that they he/she should be placed above Step 1 shall request a review of the promotional salary range step placement by submitting the "Classified Initial Salary Placement Request" Form (Appendix M) to the Vice President of Human Resources or designee within thirty (30) days of the start date in the promotional classification.~~

Step placement shall be based on the following:

1. ~~Step p~~Placement at Step 2 ~~shall be is~~ based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the **classification position**. The equivalent of twenty-four (24) semester units of related course work **shall will** equal one (1) year of work experience. (Transcripts must be submitted.) Related work experience **shall will** be counted on a year-for-year, full-time equivalent basis.
2. Step placement at Step 3 **shall will** be based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.
3. ~~An bargaining unit employee who believes that they he/she should be placed above Step 1 shall request a review of the promotional salary~~ **range step** placement by submitting the "Classified Initial Salary Placement Request" Form (Appendix

M) to the Vice President of Human Resources or designee within thirty (30) days of the start date **in the promotional classification**.

SECTION 3. Salary Advancement - Bargaining unit Employees shall be advanced by step on the ~~Salary~~ ~~S~~schedule in accordance with the following provisions:

- A. ~~Bargaining unit~~ Employees placed on Step 1 **of a range shall will** advance to Step 2 on the first (1st) of the month following completion of the probationary period.
- B. Advancement beyond Step 2 **of a range shall will** be at one (1) year intervals.
- C. An ~~bargaining unit~~ employee who is hired **at a rate above Step 1 the first step shall will** receive ~~their his/her~~ first **step increment** advancement after one (1) year of service.
- D. Advancement in steps ~~in a salary range~~ shall be based upon the ~~bargaining unit~~ employee receiving a **rating level of performance** above "unsatisfactory" on ~~their his/her~~ last performance evaluation.
- E. An ~~bargaining unit~~ employee returning from a leave of absence on unpaid status **shall will** resume ~~their his/her~~ step placement **and advancement on the range** as if the leave had not been taken, but such leave time **shall will** not be counted for step advancement purposes.

SECTION 4. Salary Reallocation

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

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

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

If the amount noted above is not fully encumbered in any given year, the excess amount **shall will** be rolled over to the next year.

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

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

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

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

- D. ~~The Office of~~ Human Resources shall conduct a salary survey of the agreed upon classifications. The list of districts schools to be surveyed shall will be used for the duration of the Agreement contract, (see Appendix G).

1. The salary survey shall will compare classification position with like duties and responsibilities. In order to be considered as a valid survey, there must be at least three (3) districts with comparable classification position. In the event there are less than three (3) districts with comparable classification position, the District and CSEA shall discuss a broader list.
2. All salaries of comparable classifications positions from the agreed upon districts shall be used for comparison. The first step of the salary range shall will be compared to the median salary, at first step, of comparable classifications positions in the alignment process.
3. By March 15th, ~~the Office of~~ Human Resources shall present the findings of the survey to the CSEA Chapter President for final negotiations to commence within thirty (30) days.

4. If the results of the salary survey indicate a lower salary range, the bargaining unit employee shall be Y-rated. (Y-rating means that the incumbent's salary shall be frozen until the current salary matches the new salary range.) Y-rating **shall will** only be implemented when the District's salary range is more than fifteen percent (15%) higher than the salary resulting from the external salary survey.
5. If the results of the salary survey indicate a higher salary range, bargaining unit employees affected by the salary reallocation shall move to the same step of the recommended salary range.

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

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

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

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

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

B. A permanent employee who is assigned to perform a majority of the duties of a higher classification and those duties make up less than fifty percent (50%) of their his/her time shall be compensated at the first step of the salary range for the higher classification that is at least a 2.5% salary increase

inclusive of longevity increments.

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

D. The **out of classification pay stipend amount** shall not be more than what the employee would receive if ~~they he/she~~ were promoted/reclassified to the higher classification.

C. E. All requests for working out of classification shall be completed and submitted to Human Resources using the "Request for Out of Classification Compensation" form (~~attached as Appendix F of this Agreement~~). The request **form should shall** be submitted to Human Resources within ninety (**90**) days of the out of ~~work~~ classification work being assigned to the **bargaining unit** employee. Human Resources **shall will investigate review the out of classification request** and determine proper compensation for working out of classification ~~based upon this Section~~. **Human Resources shall provide a written response to the out of classification request to the bargaining unit employee and CSEA. Decisions regarding the out of classification request shall will be communicated to CSEA the Association within five (5) days of the decision being made. CSEA The Association** has the right to **appeal challenge** the **out of classification** decision with the Vice President, Human Resources and then the Superintendent/President if it **believes feels** the duties being performed are not within the existing classification. The decision of the Superintendent/President **shall be is** final.

SECTION 6. Non-promotional Salary Changes

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

SECTION 7. Night Differential - Bargaining unit E employees shall be entitled to night differential pay, a salary allowance in addition to the basic rate

~~or schedule~~ based upon hours of employment, in accordance with the following provisions:

A. All bargaining unit employees whose assigned **work schedule time** requires them to work one half ($\frac{1}{2}$) of their shift between the hours of 5:00 p.m. and midnight shall be paid a night differential pay of five percent (5%) of their **base basic rate of pay salary**.

B. All bargaining unit employees whose assigned **work schedule time** requires them to work one half ($\frac{1}{2}$) of their shift between the hours of midnight and 7:00 a.m. shall be paid a night differential pay of nine percent (9%) of their **base basic rate of pay salary**.

C. Night differential pay shall be paid effective the first day that an bargaining unit employee is assigned to work at least one-half ($\frac{1}{2}$) of their his/her shift between the hours of 5:00 p.m. to 7 a.m.

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

D. If an bargaining unit employee is assigned to work on a shift that would qualify for night differential pay less frequently than five (5) days a week, night differential pay shall be paid only for those days on which such work is done.

E. ~~Part time food service employees shall be paid seventy cents (\$.70) per hour above their regular hourly rate for call back time worked after 5:00 p.m. They shall be paid not less than one and one half (1½) times their regular pay on the sixth (6th) and seventh (7th) days and, at all times on holidays they shall be paid at a rate of two and one half (2½) times their regular rate of pay.~~

SECTION 8. Weekend Differential

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

SECTION 9. Pay Warrants

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

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

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

SECTION 11. Errors in Pay - Any action or inaction resulting in insufficient payment for an bargaining unit employee ~~in the bargaining unit~~ shall be corrected, and a pay warrant to correct such error shall be issued within five (5) days after verification by the District.

A. Whenever it is determined that an error has been made in the calculation or reporting in any ~~classified bargaining unit~~ employee's ~~payroll or compensation salary~~, the District appointing authority shall, within five (5) working days following such determination, provide the bargaining unit employee with a statement of the correction and a supplemental paycheck.

B. Any ~~payroll or~~ other compensation salary errors shall be claimed retroactively by bargaining unit employees up to a maximum permitted by law.

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

to the 10% threshold. An example of a possible reasonable repayment plan for a part-time employee is one that shall not be longer than three months in a six-month period of overpayment and six months for a twelve month period of overpayment.

SECTION 12. Mileage Reimbursement - Bargaining unit Employees whose regular daily assignment requires traveling on District business, by use of personal vehicle, shall be reimbursed at the current IRS per mile rate. Such reimbursement shall be adjusted during the term of the Agreement to conform to changes in the IRS rate. Such bargaining unit employees shall also be reimbursed for actual parking charges.

SECTION 13. Longevity Increments
All bargaining unit employees, regardless of their time in any one classification, shall advance the following increments from their current base schedule salary step. Longevity **increments are based is determined** on the bargaining unit employee's original **permanent position** date of hire **in a bargaining unit classification**, adjusted for any unpaid periods of time:

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

SECTION 14. Bilingual Differential - If an bargaining unit employee is in a position where bilingual knowledge and skills are regularly required as determined by the District, the **bargaining unit employee person** in that position shall receive a bilingual **differential compensation**. The **bilingual differential compensation** shall consist of fifty dollars (\$50) per month if written and oral communication skills are required and twenty-five dollars (\$25) per month if only oral communication skills are required. **Compensation Bilingual skills shall be are** based on competency as demonstrated by an examination to be given within thirty (30) days of the requirement.

SECTION 15. Payroll Deductions - The District shall, upon receipt of an bargaining unit employee's individually signed **authorization form/s card** authorized ~~provided~~ by the District, deduct from such bargaining unit employee's earnings the amount specified by the bargaining unit employee, for the following: Credit Union, United Way/AID, Tax Sheltered Annuities, U.S. Savings Bonds, CSEA Group Life Insurance and a CSEA Group Income Protection, or CSEA membership dues or service fees.

Tentatively agreed on: April 13, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator



04/20/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE IX - HEALTH AND WELFARE BENEFITS

SECTION 1. Eligibility for Full-Time Bargaining Unit Employees - The District ~~shall will~~ provide a health and welfare program for each regular full-time ~~school-year~~ bargaining unit employee, as provided herein. The District ~~will~~ shall consider a bargaining unit employee working thirty (30) hours or more a week as a full-time bargaining unit employee for the purposes of this Article. The District ~~shall will~~ continue to pay the entire premium for eligible bargaining unit employees. Bargaining unit ~~E~~employees hired on the first (1st) working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month in which they were hired. Bargaining unit ~~E~~employees hired between the second (2nd) working day of the month and the last working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month following the month in which they were hired.

- A.** One (1) of three (3) health plans for bargaining unit employees and dependents, and domestic partners selected from:
1. Blue Shield Medical Program (PPO) Policy #961767 to include domestic partner coverage, (\$20 office visit co-pay, \$10 generic/\$15 brand/\$30 non-formulary prescription co-pay) and a premium retro plan. The Blue Shield PPO deductible s \$500 for an individual and \$1,000 for two party or family plan. The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
 2. Blue Shield HMO Policy #H51353 to include domestic partner coverage, (\$10 office visit co-pay, \$10 generic/\$20 brand prescription co-pay), and a premium retro plan. The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
 3. Kaiser Permanente Medical Plan - Group No. 2838-00 (\$10 office visit, \$10 generic/\$20 brand prescription co-pay.) The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)

B. One (1) of two (2) health plans for employees, their dependents, and domestic partners hired after June 30, 1995 who are hired to work in the Food Services Department or the Child Development Center.

1. Blue Shield HMO Policy #H51353 to include domestic partner coverage, (\$10 office visit co-pay, \$10 generic/\$20 brand prescription co-pay), and a premium retro plan. The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)

2. Kaiser Permanente Medical Plan - Group No. 2838-00 (\$10 office visit, \$10 generic/\$20 brand co-pay prescription.) The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)

3. Employees who become employees in the Food Services Department or the Child Development Center by reason of transfer, demotion, promotion, or reassignment are exempted from Article IX Section 1, A.

C. A dental plan for the bargaining unit employee, spouse and dependents to be provided by the Delta Dental Service comparable to Plan #6527-0004. Annual dental coverage shall be one thousand two hundred dollars (\$1200) per person for a Premier Plan. Annual dental coverage shall be one thousand four hundred (\$1400) per person if the dentist is within the Delta Dental PPO Network.

D. A vision plan for the bargaining unit employee and spouse or one (1) eligible dependent to be provided by Vision Service Plan comparable to Plan #903276.

A spouse or one (1) eligible dependent may be covered. Any change of a covered spouse or dependent must occur during open enrollment and must remain in effect for two (2) years.

E. A fifty thousand dollars (\$50,000) level term group life insurance policy with AD & D, for the employee only, **subject to ADEA.**

F. An Employee Assistance Program

The District shall provide access to each permanent bargaining unit employee and their dependents to an Employee Assistance Program (EAP). This program shall be voluntary and completely confidential. No information regarding actions with bargaining unit

employees may be reported back to the District other than statistical data.

- G. A Health Benefits Committee with CSEA representation **shall will** review and recommend wellness activities. Recommendations shall be made annually to provide for wellness activities for all **bargaining unit** employees.

SECTION 2. Eligibility for Part-Time Bargaining Unit Employees - The District **shall will** provide a health and welfare program for each regular **school year bargaining unit** employee working part-time at least twenty (20) but less than thirty (30) hours per week, as provided herein. The District **shall will** continue to pay the entire premium for eligible **bargaining unit** employees. **Bargaining unit E** employees hired on the first (1st) working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month in which they were hired. **Bargaining unit E** employees hired between the second (2nd) working day of the month and the last working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month following the month in which they were hired.

- A. ~~One (1) of two (2) health plans for bargaining unit employees hired after June 30, 1995, who are hired to work in the Food Services Department or the Child Development Center.~~

- ~~1. Blue Shield HMO Policy #H51353 (\$10 office visit co-pay, \$10 generic/\$20 brand prescription co-pay), and a premium retro plan.~~

- ~~2. Kaiser Permanente Medical Plan - Group No. 2838-00 (\$10 office visit, \$10 generic/\$20 brand prescription co-pay.)~~

- ~~3. Employees who become employees in the Food Services Department or the Child Development Center by reason of transfer, demotion, promotion, or reassignment are exempted from Article IX, Section 2, A.~~

- A. ~~B.~~ A group health insurance for the **bargaining unit** employee only, to be selected from the plans specified in Section 1, B above.

- ~~B.C.~~ A dental plan for the **bargaining unit** employee only, to be provided by the Delta Dental Service comparable to Plan #6527-0004. Annual dental coverage shall be one thousand two hundred

dollars (\$1200) per person for a Premier Plan. Annual dental coverage shall be one thousand four hundred (\$1400) per person if the dentist is within the Delta dental PPO Network.

C.D. A vision plan for the bargaining unit employee to be provided by Vision Service Plan comparable to Plan #903276.

D.E. A fifty thousand dollars (\$50,000) level term group life insurance policy with AD & D, for employee only.

E.F. Bargaining unit employees covered under the Blue Shield HMO medical program will receive paid prescription coverage (\$10, \$20 co-pay) for employees.

F.G. An Employee Assistance Program

The District shall provide access to each permanent bargaining unit employee and their dependents to an Employee Assistance Program (EAP). This program shall be voluntary and completely confidential. No information regarding actions with bargaining unit employees may be reported back to the District other than statistical data.

G.H. A Health Benefits Committee with CSEA representation will review and recommend wellness activities. Recommendations shall be made annually to provide for wellness activities for all bargaining unit employees.

SECTION 3. Vision Benefits Contingency - Both parties agree that in the event a different bargaining unit is granted additional vision benefits, **CSEA bargaining unit employees** ~~this bargaining unit~~ shall receive the same benefit for the duration of the contract.

SECTION 4. Health Coverage for Domestic Partners - The District **shall will** provide health plan coverage for domestic partners of employees who work at least .75 FTE ~~full-time equivalent~~ under the Blue Shield of California coverage under the following conditions:

A. All Blue Shield health plans participating in the District's health benefit's program will provide coverage for domestic partners and agree to the same definition of a domestic partner.

B. To qualify as a "domestic partner" the following conditions must exist:

1. Each of the domestic partners is eighteen (18) years of age or older.

2. The domestic partners share a close personal relationship and are responsible for each other's common welfare.
 3. The domestic partners are each other's sole domestic partner.
 4. The domestic partners are not married to anyone nor have had another domestic partner within the prior six (6) months.
 5. The domestic partners are not related by blood closer than would bar marriage in the State of California.
 6. The domestic partners share the same regular and permanent residence, with the current intent to continue doing so indefinitely.
 7. The Domestic partners are jointly financially responsible for "basic living expenses," defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
 8. Both domestic partners were mentally competent to consent to the contract when their domestic partnership began.
- C. The District agrees to pay the same toward the cost of coverage for an bargaining unit employee with an enrolled domestic partner (or domestic partners with children) as it pays toward the cost of coverage for an bargaining unit employee with a spouse (or spouses with children.)
- D. The District agrees to offer COBRA to domestic partners and to domestic partners with children as it does for other employee dependents.
- E. Domestic partners may only be enrolled when initially eligible or at the annual open enrollment period. If a domestic partner relationship is terminated while under this coverage the bargaining unit employee must wait for one (1) year before another domestic partner can be covered under the District plan.
- F. An bargaining unit employee desiring to enroll a domestic partner in the District Health plan **shall will** complete a District form prepared for this purpose. The domestic partners by signing this agreement

shall will accept the conditions that are set forth. (see Appendix "A1")

- G. The bargaining unit employee member of the domestic partner relationship agrees to provide written notice to the Employee Benefits **Technician Assistant** in payroll if there is any change of circumstances in the relationship within thirty (30) days of the change by filing a Statement of Termination of Domestic Partnership in writing.
- H. All Kaiser health plans participating in the District's health benefit's program **shall will** provide coverage for domestic partners and agree to the same definition of a domestic partner. The Kaiser form **shall will** be used for this benefit and is attached to the Agreement as Appendix "A2".

SECTION 5. Cash-in-lieu of Medical Benefits

All eligible bargaining unit employees should have health coverage in either a District plan or a plan provided through a spouse or domestic partner who does not work for ~~Glendale Community College the~~ District. An bargaining unit employee who is eligible for a District-paid health plan and is covered by another health plan through a spouse or domestic partner may voluntarily opt out of the District plan.

The bargaining unit employee **shall will** be paid the amount listed in the chart below for each month they he/she are is eligible for a District-paid health plan but is not covered.

Number of employees <u>s</u> opting out	Monthly incentive amount
8 or fewer	\$250
9 to 11	\$400
12 to 14	\$500
15 or more	\$550

To participate in this option, the bargaining unit employee **must shall** show proof of coverage from the other health plan and the stipends **shall will** be effective on the first working day of the subsequent month. If an bargaining unit employee receiving this stipend loses

health coverage through his/her their spouse or domestic partner, they he/she **shall will** be required to be re-enrolled in one of the dDistrict's plans on the first working day of the subsequent month of the loss of coverage and stipends **shall will** end the month of termination of the other plan. To be re-enrolled on a District plan, the bargaining unit employee **must shall** show proof of termination from the other health coverage within 30 days of termination.

The bargaining unit employee shall receive the money in a stipend check in July for the period of January through June of that year and in January of the following year for the period of July through December of prior year.

The stated monthly stipend amounts are for full time bargaining unit employees. Stipend amounts for permanent part time bargaining unit employees **shall will** be prorated according to their FTE.

Tentatively agreed on: May 23, 2022

FOR THE ASSOCIATION

Saadat Aziskhanova

Saadat Aziskhanova, Chief Negotiator



06/01/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE X - LEAVES OF ABSENCE

SECTION 1. Sick Leave

A. Accruals:

1. Full-time bargaining unit members shall accrue one sick leave day per month worked.
 - i. 12-month bargaining unit members shall accrue 12 days of sick leave each fiscal year.
 - ii. 11-month bargaining unit members shall accrue 11 days of sick leave each fiscal year.
 - iii. 10-month bargaining unit members shall accrue 10 days of sick leave each fiscal year.
 - iv. 9-month bargaining unit members shall accrue 9 days of sick leave each fiscal year.
2. Part-time bargaining unit members shall accrue a prorated number of sick leave days to the full-time accrual based on the percentage of the fiscal year assignment.
3. Bargaining unit member may accumulate unused sick leave without limit.
4. At the beginning of each fiscal year, the bargaining unit member's sick leave accruals shall be increased by the number of sick leave days, which they would normally earn in the ensuing fiscal year.
 - a. A bargaining unit member who is on an authorized leave of absence, with sufficient accruals to remain in paid status for the duration of the leave, shall receive their fiscal year sick leave accruals as delineated in Section 1, A. 1. above.

5. No cash payment shall be allowed for unused accumulated sick leave.
6. Employees who fail to return to work following illness or injury shall refund to the District all amounts paid for unearned sick leave.

B. Use of Sick Leave: Unless otherwise noted in this Article, sick leave is the absence of an employee because of mental or physical illness, or injury, or to obtain medical diagnosis, treatment, or preventive care.

1. A newly hired bargaining unit member may use maximum of 48 hours of sick leave during the first six months of employment.

C. 100 Days of Sick Leave at 50% Pay: Bargaining unit members who have completed their initial probationary period shall be entitled to a maximum of 100 days of sick leave at 50% pay per fiscal year. The 100 days of sick leave at 50% pay shall not be accumulated year to year. A permanent bargaining unit member shall be eligible to use 100 days of sick leave at 50% pay when sick leave accruals referenced in Section 1.A. have been exhausted. However, a bargaining unit member may, with prior approval of their supervisor, use earned vacation prior to using 100 days of sick leave at 50% pay.

1. Bargaining unit members are not eligible for State Disability pay.

D. California Family Sick Leave: A bargaining unit member may use up to one-half of their annual allotment of sick leave to attend to the illness of a child, parent, spouse, or registered domestic partner. For purposes of Family Sick Leave, "parent" and "child" include biological, foster, adopted, step or legal guardian relationships. A "child" also includes a child of a registered domestic partner.

SECTION 2. Personal Necessity

A maximum of seven (7) full days of the bargaining unit member's sick leave accruals may be used each fiscal year for reasons of Personal Necessity. Personal Necessity shall not be accumulated from year to year. A bargaining unit member using Personal Necessity under this Section shall notify their immediate supervisor as early as possible, indicating which of the circumstances listed below necessitates a Personal Necessity. Before or after return from Personal Necessity Leave, the bargaining unit member shall

complete and submit the "Report and Request for Leave of Absence Form", Appendix K to their immediate supervisor indicating Personal Necessity. Personal Necessity Leave shall be granted for the following purposes:

- A.** Death of a member of immediate family member. Also see Section 8, C.

Accident involving bargaining unit member's person or property, or the person or property of a member of their immediate family.

Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. The bargaining unit member must return to work in cases where it is not necessary for them to be absent the entire day.

- B.** To bond with a child. Leave must be taken within one year of the child's birth, adoption or foster care placement. (Also see FMLA/CFRA)

- C.** To care for a family member with a serious health condition. (Also see FMLA/CFRA)

- D.** Imminent danger to the home of bargaining unit member, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard, and which requires the attention of the bargaining_unit member during their assigned hours of service.

- E.** Religious holidays which occur on regular school days that are not Board-declared holidays.

- F.** Any other personal necessity not identified above provided it meets all four (4) of the following conditions:

1. Be serious in nature; and
2. Be of such nature that it cannot reasonably be handled outside of work hours; and
3. Involve circumstances which the bargaining unit member cannot reasonably be expected to disregard; and
4. Require the attention of the bargaining unit member during their assigned hours of service.

The provisions of this subsection shall not be applicable in the event of any concerted activity due to a labor dispute, or in the event such absence disrupts the normal operation of the bargaining unit member's work site.

SECTION 3. Notification of Sick or Personal Necessity Leave - The bargaining unit member shall notify their supervisor of their absence within the first (1st) working hour of the first (1st) day absent, unless extenuating circumstances make notification impossible. The bargaining unit member shall provide an expected return to work date. When required by the District, the proof of impossible conditions shall be borne by the bargaining unit member.

SECTION 4. Termination and 39 Month Re-Employment List – If a bargaining unit member has exhausted all approved paid and unpaid leaves of absence and is still unable to assume the essential job functions of their position after an interactive process under the Americans with Disabilities Act has concluded, they shall be dismissed and placed on a re-employment list for thirty-nine (39) months.

SECTION 5. Industrial Accident or Illness Leave and Designation of Personal Physician - Bargaining unit members shall be eligible for Industrial Accident or Illness Leave within the following provisions.

- A.** Bargaining unit member who has filed a Workers' Compensation claim and has been placed off work by a treating health care provider due to the industrial accident or illness, shall be eligible for up to 60 work days of paid Industrial Accident or Illness Leave per fiscal year for the same accident. Allowable leave under this section shall not be accumulative from year-to-year
- B.** Personal Physician – If a bargaining unit member wishes to be treated by a personal physician(s) or medical facility within a reasonable geographic area selected pursuant to Labor Code Section 4600, they shall notify the District in writing (see Appendix "I"), of the name and address of such personal physician(s) or medical facility.

SECTION 6. Pregnancy Disability Leave (PDL) and Education Code Section 88193

- A. Eligibility:** Female bargaining unit members are eligible for PDL upon employment.
- B. Leave Entitlement:** Up to four months of unpaid, job-protected PDL based on normal working days of assignment and as determined by a health care provider's leave certification.

- C. Reasons for Leave:** PDL may be taken for the following health care provider determined reasons:
1. Disability due to pregnancy or childbirth, or
 2. Pregnancy-related medical condition
- D. Types of PDL:** when medically necessary and as indicated on a health care provider's leave certification, PDL may be taken in the following manner:
1. Blocks of time
 2. Reduced schedule
 3. Intermittently
- E. Additional Considerations:** When recommended by a health care provider or needed by the bargaining unit member, PDL may also include:
1. A reasonable accommodation of medical needs related to pregnancy, childbirth, or pregnancy-related conditions; or
 2. Transfer to a less strenuous or hazardous position or duties if medically needed because of pregnancy; or
 3. Providing a reasonable amount of break time and use of a room or other location in close proximity to the bargaining unit member's work area to express breast milk in private.
- F. Use of Accrued Leave:** While PDL is unpaid leave, to remain in paid status, a bargaining unit member may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit member's accrued sick leave has been exhausted, she may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
- G. Required Documentation:** 30 days prior to seeking PDL, a bargaining unit member must provide the Office of Human Resources with either:
1. The Department of Fair Employment and Housing form entitled: [Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation](#) (PDL), or
 2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation form.
- H. Health Benefits:** The District shall continue to provide health benefit coverage as though the bargaining unit member was in paid status, in accordance with Article IX, while the bargaining unit member is on PDL.
- I. Concurrent Leave:** PDL runs concurrently with FMLA.

- J. Return to Work:** a bargaining unit member shall have return to work rights to the same or comparable classification.

SECTION 7. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- A. Eligibility:** Bargaining unit members must have worked for the District for one year and must work 1250 hours in the year preceding the leave need in order to qualify for FMLA/CFRA.

1. While not eligible for FMLA/CFRA, part time bargaining unit members who have worked at least one (1) year and have worked 708 hours in the year preceding the leave need, may take up to 12 workweeks of leave per fiscal year, under Section 7 based on the criteria listed B

- B. Leave Entitlement:** Except as otherwise noted in Section 7, bargaining unit members may take up to 12 work weeks of unpaid, job-protected FMLA/CFRA each fiscal year.

- C. Reasons for Leave:** FMLA/CFRA may be taken for the following reasons:

1. The bargaining unit member's own qualifying serious health condition that makes the bargaining unit member unable to perform their job;
2. To care for the bargaining unit member's spouse, child, parent, or **parent-in-law** who has a qualifying serious health condition (FMLA);
3. To care for the bargaining unit member's grandparent, grandchild, sibling, or domestic partner who has a qualifying serious health condition (CFRA);
4. To bond with a child. Leave must be taken within one year of the child's birth, adoption or foster care placement;
5. Up to 26 weeks of FMLA leave in a single 12-month period to care for a servicemember with a serious injury or illness; or
6. Qualifying exigency arising out of spouse, son, daughter or parent of the bargaining unit member who is on active duty or has been notified of an impending call to active duty

- D. Types of FMLA/CFRA:** when medically necessary as indicated on a health care provider's leave certification, FMLA/CFRA may be taken in the following manner:

1. Blocks of time
2. Reduced schedule
3. Intermittently

- E. Use of Accrued or Available Leave:**

1. **Bargaining Unit Member's Own Serious Health Condition:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit member's accrued sick leave has been exhausted, they may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
2. **Family Member's Serious Health Condition:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off.
3. **FMLA/CFRA Birth, Foster Care, or Adoption Bonding Time:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off. Upon exhaustion of sick leave accruals in Section 1, A, Bargaining unit members may also use 100 days of sick leave at 50% pay for up to 12 work weeks in accordance with Section 1, F and Education Code 88196.1.

F. Required Documentation: When the need for FMLA/CFRA leave is foreseeable, the bargaining unit member shall provide 30 days notice of need for leave. The bargaining unit member must provide the Office of Human Resources with the following:

1. For serious health conditions of the bargaining unit member or eligible family members, the Department of Fair Employment and Housing form entitled: [Certification of Health Care Provider](#) (FMLA/CFRA) or
2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider
3. Bonding Leave: dates of bonding leave. Bonding leave must be taken in two week increments and on two separate occasions, the bargaining unit member may take bonding leave in less than two-week increments

G. Health Benefits: The District shall continue to provide health benefit coverage as though the bargaining unit member was in paid status, in accordance with Article IX, while the bargaining unit member is on FMLA/CFRA.

H. Concurrent Leave: FMLA/CFRA typically run concurrently. However, when CFRA is taken for care of a grandparent, sibling or domestic partner with qualifying a serious health condition, FMLA and CFRA do not run concurrently.

- I. **Return to Work:** a bargaining unit member shall have return to work rights to the same or comparable classification.

SECTION 8. Bereavement Leave

- A. Bargaining unit members shall be granted up to three days paid bereavement leave, or five days paid bereavement leave if out-of-state travel or one-way travel greater than 500 miles is required, on account of the death of any member of their immediate family.
- B. Immediate Family includes: Father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild of the bargaining unit member or of the spouse of the bargaining unit member, spouse or domestic partner, son, daughter, son-in-law, daughter-in-law, or any relative or any significant person living in the immediate household of the bargaining unit member.
- C. The District reserves the right to request validation of the death of the family member.

SECTION 9. Jury Duty, Witness and Litigant Leave

- A. **Jury Duty Leave:** A paid leave of absence for jury duty shall be granted to a bargaining unit member who receives a jury summons for potential jury service in a local or federal court. Jury duty leave shall be granted for the period of jury service. Request for jury duty leave shall be made by presenting the jury duty summons to the bargaining unit member's immediate supervisor at least one week prior to the jury duty date. If a bargaining unit member receives a jury duty fee for jury duty service, they shall return the jury duty fee compensation to the Payroll Office. If the bargaining unit member is not required to attend jury duty, they shall be required to report to work.
- B. **Witness Leave:** A paid leave of absence to serve as a witness in a court case shall be granted to bargaining unit member when they have been served a subpoena to appear as a witness, not as the litigant, in a court case. The length of the witness leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. If a bargaining unit member receives a witness fee, they shall return the witness fee to the Payroll Office. A request for witness leave shall be made by presenting the witness subpoena to their immediate supervisor. If the bargaining unit member is not required to attend court as a witness, they shall be required to report to work.

- C. **Litigant Leave:** A bargaining unit shall be granted a paid litigant leave of absence when litigation involves an action arising out of employment with District. The length of the litigant leave granted shall be for the number of days in attendance in court. If a bargaining unit member receives a litigant leave witness fee, they shall return the fee to the Payroll Office. A request for litigant leave shall be made by presenting the subpoena to their immediate supervisor. If the bargaining unit member is not required to attend court as a litigant/witness, they shall ~~will~~ be required to report to work.
- D. The jury duty and witness fees remitted to the Payroll Office in (A), (B), and (C) shall exclude transportation expenses.
- E. A bargaining unit member shall not be required to make themselves available during his/her normal scheduled hours of work on a day when serving on jury duty or appearing as a witness.

SECTION 10. Temporary Military Leave of Absence

- A. An employee shall be granted leave of absence for active duty in military service as provided in federal and state laws.
- B. A bargaining unit member who is granted temporary military leave of absence for active military duty, including scheduled reserve drill periods, shall be entitled to receive their salary or compensation for the first 30 calendar days of active duty served during the absence.

SECTION 11. Catastrophic Illness/Injury Leave - In accordance with the provisions Education Code Section 87045, Catastrophic Illness/Injury leave shall be available to all eligible employees. The purpose of this leave is to permit bargaining unit members with a catastrophic illness or injury to have sick leave donated to them by fellow employees.

- A. A catastrophic illness or injury is one that is expected to incapacitate a bargaining unit member for an extended period of time and the bargaining unit member has exhausted all of their paid leave accruals.
- B. A catastrophic illness/injury request shall be approved by the Catastrophic Illness/Injury Committee (CII) consisting of one (1)

member assigned by the District, one (1) member assigned by the Guild, and one (1) member assigned by CSEA. The committee members shall elect its Chair.

1. A health care provider certification of the need for leave shall be provided to the CII Committee.
2. The bargaining unit member shall be incapacitated and absent for an extended period of time no fewer than thirty (30) consecutive calendar days.
3. A written request for catastrophic leave shall be submitted to the CII Committee by the bargaining unit member or their representative.
4. The bargaining unit member may use donated leave as half or whole days and can use the leave retroactively.
 - a. Four (4) hours of either vacation or sick leave (See Section 1. A) and four (4) hours of donated leave or eight (8) hours of donated leave equals eight (8) hours pay and full health and welfare benefits.
 - b. Four (4) hours of donated leave equals four (4) hours pay and, for this purpose, full health and welfare benefits.
5. Approved leave must be used within a twelve (12) month period after approval.
 - a. Approved leave shall be placed in a special donated leave account for each approved bargaining unit member.
 - b. Each approved bargaining unit member may draw upon their account for the twelve-month period only for the approved or related catastrophic illness/injury.
 - c. Any unused leave shall revert to the Catastrophic Leave Bank for use by other bargaining unit members who have been approved for a catastrophic illness/injury leave.
 - d. In unusual circumstances, the CII Committee may consider a request to extend the period for up to one (1) additional year. To qualify for leave donation under this section, the bargaining unit member must be on an authorized leave of absence.

C. Any bargaining unit member may donate accrued sick leave, but must maintain seventy percent (70%) sick leave accrual balance. A bargaining unit member who is retiring or terminating employment may donate leave without limitations.

1. Donated leave is irrevocable.
2. Bargaining unit member may donate leave only to a Catastrophic_Leave Bank for use by any approved applicant.
3. Donated leave shall be charged on the basis of hour-for-hour regardless of the classification family and/or salary schedule of the bargaining unit member donating leave and employees receiving leave.

D. The District annually, or as requested by the CII Committee, shall promote a "call for sick leave donations" for the Catastrophic Leave Bank. The District shall give bargaining unit members who terminate employment, resign, or retire, an opportunity to donate unused sick and/or vacation leave to the Catastrophic Leave Bank.

1. Requests for Catastrophic Illness/Injury Leave are subject to availability. The CII Committee shall not be responsible for approving requests when there is no leave in the Catastrophic Leave Bank.

SECTION 12. Fitness for Duty Exams – In accordance with applicable state and federal laws and regulations, District initiated fitness for duty exams shall be performed by a District designated physician.

SECTION 13. Health Care Provider Return to Work Certification- Written approval from the employee's health care provider is required prior to their return to work after an absence of greater than five (5) consecutive days due to illness or injury. The cost of a health care provider return to work certification shall be borne by the bargaining unit member.

SECTION 14. Job Abandonment - Failure to report for duty or call to report an absence for three (3) consecutive days, except in extenuating circumstances, shall be considered job abandonment and the bargaining unit member shall be subject to dismissal. The District shall consider any extenuating circumstances presented by the bargaining unit member.

SECTION 15. Unpaid Leaves in Accordance with Education Code Section 88198– If a bargaining unit member has an unpaid leave that is greater than 30 days, the Payroll/Benefits_Department shall notify the

bargaining unit member of their right to continue their current health insurance at the bargaining unit member's expense during the period of unpaid leave. The bargaining unit member shall be allowed to purchase their current insurance plan(s) at the District's premium rates.

- A. Personal Leave – Upon written request of the bargaining unit member and approval of the Board of Trustees, a bargaining unit member may be granted an unpaid personal not to exceed one (1) year.
 - 1. The bargaining unit member must state the reason for the leave and indicate from/to dates of the leave. A five (5) year requirement must be met between any two (2) personal leave requests.
 - 2. Prior to the bargaining unit member's expected return to work from a personal leave, the bargaining unit member shall notify their supervisor and the Office of Human Resources of the date that they will resume their full assignment.
- B. Study Leave – Upon written request of the bargaining unit member and approval of the Board of Trustees, an unpaid study leave may be granted for study purposes following (5) five years of full-time permanent service and provided the operational needs of the department are met. An unpaid study leave shall be pro-rated for part-time bargaining unit members. A (5) five year requirement must be met between any two (2) Study Leave requests. A Study Leave may be for up to a one-year duration and the bargaining unit member shall provide proof to the Office of Human Resources that they shall be studying with an accredited institution of higher education. Grades must be submitted to the Office of Human Resources at the end of the Study Leave.
- C. Child Care Leave – Upon written request of the bargaining unit member and approval of the Board of Trustees, an unpaid Child Care leave of absence may be granted up to a maximum of two (2) years.

SECTION 16. Miscellaneous

- A. A permanent bargaining unit member who accepts an assignment within the District outside the bargaining unit shall, during such assignment, be considered for status purposes as serving in their regular position and such an assignment shall not be considered separation from service.

B. No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such paid absence. An unpaid Personal, Study, or Child Care Leave is not considered a break in service but will impact the employee's retirement and benefits.

C. Bargaining unit members shall receive their usual compensation which shall not be deducted from accumulated sick leave, for the following:

1. When under quarantine by order of the health office of the City or County for such period of quarantine provided such period of absence is not over two (2) weeks. No more than two (2) separate periods of quarantine shall be paid for in any one (1) fiscal year to any employee.
2. When the District is closed on account of epidemic, fire, flood, or earthquake, provided that the District has made an effort to notify bargaining unit members of such a closure prior to their arrival on campus, and that it has made a reasonable attempt to notify the news media of the emergency closing.

D. Leaves may impact retirement service credit and benefits. It is the bargaining unit member's responsibility to check the impact the leave shall have on their retirement service credit and benefits.

Tentatively agreed on: April 13, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator



04/20/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE XI – HOLIDAYS

SECTION 1. Official District Holidays - The following District holidays shall be observed and paid for at a bargaining unit ~~employee's member's~~ basic hourly rate of pay for hours the bargaining unit ~~employee member's~~ would have normally been scheduled, except as provided for in this Article. **(See Education Code §79020).**

- New Year's Day (January 1)
- Martin Luther King Jr. Day **(third Monday in January)**
- Lincoln Day
- Washington Day
- Cesar Chavez Day (March 31)
- Armenian Genocide Remembrance Day (April 24)
- Memorial Day **(last Monday in May)**
- **Juneteenth**
- Independence Day (July 4)
- Labor Day **(first Monday in September)**
- Admissions Day (September 9)*
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- ~~Day before Christmas Day (December 24)~~
- ~~Christmas Day (December 25)~~
- ~~Days between Christmas and New Year's Day~~ **Winter break** (December 26-December 31)

Holidays shall be observed based on the academic calendar.

If December 24 falls on a Sunday, it shall be observed on the Friday before.

If December 25 falls on a Saturday, it shall be observed on the Thursday before. If December 25 falls on a Sunday, it shall be observed on the Thursday before.

If January 1 falls on a Saturday, it shall be observed on the Monday after.

If Armenian Genocide Remembrance Day falls on a Saturday or Sunday in any given year, the District shall only observe the holiday closure on April 24.

The Juneteenth holiday shall align with federal government holiday designation each year.

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

*The Admissions Day holiday shall be observed during the days **during the Winter Break between Christmas and New Year's Day.**

SECTION 2. Eligibility for Holiday Pay - To be eligible for holiday pay, a bargaining unit **employee member** must have been in a paid status during any portion of the day immediately preceding or **following succeeding** the holiday. ~~This provision applies to bargaining unit employees members whose work week would be affected by a "Flex Days Calendar."~~ Bargaining unit ~~employees members~~ who are not normally assigned **scheduled hours of work to duty** during the ~~school District Winter Break~~ holidays ~~of Christmas Day and New Year's Day~~ shall be paid for ~~these~~ two (2) ~~holidays~~ **(December 25 and January 1)** provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or ~~succeeding following~~ the **Winter Break holiday** period.

SECTION 3. Work Performed on a Holiday - When a bargaining unit **employee member** is required to work on any holiday specified in this Article, they shall be paid for the holiday at their basic hourly rate of pay plus one and one-half (1½) times their 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. The method of payment/compensation shall be determined by mutual agreement between the bargaining unit **employee member** and supervisor.

SECTION 4. Holiday Falls on Non-Workday - If a holiday falls on a non-work day and, as a consequence a bargaining unit **employee member** loses a holiday to which they would otherwise be entitled, they shall be provided with a substitute holiday based on the prorated FTE of the assignment, except Armenian Genocide Remembrance Day. The substitute holiday time off shall be by mutual agreement of the bargaining unit **employee member** and supervisor, and shall be taken within 10 working days of the holiday. ~~If the requested time off exceeds the prorated FTE of assignment, the bargaining unit employee member shall make up the additional hours with vacation, compensatory time, or work within 10 days and with mutual agreement of the bargaining unit employee member and supervisor.~~ In the event that the substitute holiday cannot be taken within 10 days of the holiday, the bargaining unit **employee member** shall be compensated for the lost holiday prorated based on the FTE of the assignment. If the **bargaining unit** employee is participating in ~~the a~~ non-traditional workweek **schedule**, their work schedule shall convert to the standard forty (40) hour week on weeks which contain a District Holiday.

If the prorated holiday hours exceed the number of hours the bargaining unit **employee member** 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 bargaining unit member and the supervisor.

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

Tentatively agreed on: March 2, 2022

FOR THE ASSOCIATION

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Angelica Reyes,
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Victoria Simmons

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Tentative Agreement
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 And
 Glendale Community College District

ARTICLE XII - VACATIONS

- DEFINITIONS:**
- A. “Earned vVacation accruals”** is ~~paid vacation time received~~ are based on calendar months worked subject to the maximum allowable vacation accrual earning provisions in Section ~~9 10~~ 44.
 - B. “Vested vacation”** is earned vacation time that cannot be taken away from the unit member as delineated in Section 11 12.
 - C. “Unearned vacation”** is vacation time which the bargaining unit employee has not yet accrued earned but which is available for ~~the employee to~~ use, subject to the provisions in Sections ~~9 10~~ 44 and ~~10 11 12.~~
 - D. “Calendar Month Worked”** – A is a calendar month worked for the purpose of ~~earning~~ vacation accruals and is a month is one in which the bargaining unit employee has been fully compensated for fifty percent (50%) or more of ~~their his/her~~ working days in the month.

SECTION 1. Earned-Vacation Accruals Days – An bargaining unit employee shall earn accrue vacation for each calendar month worked in accordance with the following provisions:

- ~~A. Starting with the first (1st) year of service, up to but less than five (5) years of service, a rate of 1.25 days per month shall be earned;~~
- ~~B. Upon attainment of five (5) years of service but less than ten (10) years of service, a rate of 1.667 days per month shall be earned;~~
- ~~C. Upon attainment of ten (10) years of service and thereafter, a rate of 1.833 days per month shall be earned.~~

Years of Service	Vacation Accruals Per Month of Work
Zero to less than five (5) years of service	1.25 vacation days per month of work

Attainment of five (5) years of service but less than ten (10) years of service	1.667 vacation days per month of work
Attainment of ten (10) years of service or more	1.833 vacation days per month of work

SECTION 2. ~~Calendar Month Worked - A calendar month worked for the purpose of earning vacation is one in which the bargaining unit employee has been fully compensated for fifty percent (50%) or more of their his/her working days in the month.~~

SECTION 2 3. ~~Calculating Annual Vacation Accruals - A year's Annual vacation accruals shall be computed by multiplying the rate factors indicated in Section 1 of this Article by the number of calendar months of service as defined in Section 2.~~

SECTION 3 4. ~~Rate of Pay for Vacations - The rate at which vacation is paid shall be the bargaining unit employee's current regular monthly rate of pay at the time vacation is taken.~~

SECTION 5. ~~When Earned Vacation is Vested - An bargaining unit employee is encouraged to take their his/her earned vacation each year. Subject to limits in Section 11, earned vacation is vested for all permanent employees.~~

SECTION 4 56. ~~Newly Hired Bargaining Unit Employee and Use of Vacation Accruals Eligibility - A new bargaining unit employee is eligible to earn vacation on their first day of employment. A new bargaining unit employee is shall be eligible to take vacation after six (6) months of paid service. No payment for vacation shall be made to an bargaining unit employee who does not complete the first six (6) months of paid service.~~

SECTION 5 67. ~~Arranging for Vacations - When possible, vacation time off requests will be granted at times most desired by bargaining unit employees. In certain areas, in order for bargaining unit employees to schedule vacation time, the supervisor shall will circulate a vacation calendar. The vacation calendar is to be completed by May 31 for the next fiscal year. A bargaining unit employee shall submit a A copy of the Report and Request for Leave of Absence form to their supervisor noting the requested dates/times of the vacation request appears in (See Appendix "K"). Bargaining unit Eemployees must request vacation time in writing at least one (1) week in advance~~

of use except in the case of emergencies. Vacation requests **shall should** be approved or **denied** by the supervisor within three (3) days of the request submission. ~~Denials of vacation shall be provided in writing to the employee within three (3) days of the request submission.~~ If there is any conflict between **bargaining unit** employees who are in the same work unit as to when vacations shall be taken, the **bargaining unit** employee with the **greatest seniority longest length of service** in the District shall be given **their his/her** preference, **on a rotating basis**. However, the final right to allotment of vacation periods is exclusively reserved to the District, in order to ensure the orderly operation of the District.

A. Paid vacation time may be granted even though not **accrued earned** at the time the vacation is taken.

~~B. Unearned vacation that has been granted shall be deducted from an bargaining unit employee's final salary warrant if their his/her employment is terminated with the District prior to earning such vacation.~~

~~B. C.~~ Nine (9) and ten (10) month **bargaining unit** employees shall **take earned use** vacation **accruals** during December and January non-workdays and Spring Break.

SECTION 6 78. Separation of Employment from Service

A. Upon separation **of employment from service**, an **bargaining unit** employee shall be paid **for their his/her earned existing** vacation **accruals and vested vacation, if applicable**, balance at the rate of pay applicable to **their his/her** last regular assignment.

B. Unearned vacation **accruals** that **has have** been **used granted** shall be deducted from an **bargaining unit** employee's final **pay salary** warrant if **they their his/her separate** from employment **is terminated** with the District prior to **earning accruing** such vacation.

C. In the event the bargaining unit employee separates from terminates employment before June 30th, the bargaining unit employee's vacation accrual will be pro-rated based on actual calendar months of service worked.

D. No payment for earned vacation **accruals** shall be made to an **bargaining unit** employee who does not complete the first six (6) months of paid service.

SECTION 7 89. Illness or Bereavement Converting Vacation Days - A permanent

bargaining unit employee who commences their his/her prescribed vacation period and subsequently becomes ill or bereaved before their his/her vacation period has been completed may request that their his/her vacation be terminated and that they he/she be placed on sick leave or bereavement leave, provided the bargaining unit employee would have been on vacation, within the following provisions:

~~A. The illness or bereavement is such that had the bargaining unit employee been working, they he/she would have been absent on sick or bereavement leave.~~

A. The illness or bereavement falls within the work year of the bargaining unit employee.

B. The illness or bereavement is substantiated by the bargaining unit employee, who shall will provide relevant supporting documentation.

~~C. If the request is made verbally, it must be made to the bargaining unit employee's supervisor prior to the end of the working day which constitutes the last day of vacation for the employee.~~

~~C.~~ If the request is made in written form, it must carry a postmark dated on or before midnight of the working day which constitutes the last day of vacation for the employee.

A bargaining unit employee request for use of illness or bereavement leave must be made by either email or verbally to their supervisor during the approved vacation period.

SECTION 8 910. **Holidays During Vacation Days** - When a holiday, as provided in Article XI -Holidays, ~~of this Agreement~~, falls during the scheduled vacation of any bargaining unit employee, the holiday shall will not count as a vacation day and shall will be paid as a holiday provided the bargaining unit employee is in a paid status for any portion of the day immediately preceding or succeeding the holiday.

SECTION 9 101. **Maximum Allowable Vacation Accruals Earning – Earned Vacation accruals are** is subject to the following limits. An bargaining unit employee with less than five (5) years of service may have a maximum annual vacation accrual of earning of two hundred and forty (240) total hours ~~of vacation leave~~. An bargaining unit employee who has attained five (5) years of service but less than ten (10) years of service may have a maximum annual vacation accrual of earning of three hundred and twenty (320) total hours of vacation leave.

Bargaining unit E employees who have attained completed ten (10) years of service or more may have a maximum earning of three hundred and fifty-two (352) total hours of vacation leave. Maximum earning rates shall be set on a pro-rata basis for bargaining unit employees who work less than forty (40) hours per week.

SECTION 10 12. Accrual of Use of Vacation Accruals Days - All bargaining unit employees are encouraged to use their earned vacation accruals days each year. The full fiscal year allotment of vacation accruals days will shall be posted on July 1 of each year. ~~In the event the bargaining unit employee terminates employment before June 30th, the bargaining unit employee's vacation accrual will be pro-rated based on actual calendar months of service worked.~~

A. An bargaining unit employee who has reached the maximum vacation accruals earning as established in ~~s~~Section ~~9 10 11~~will shall be eligible to earn additional vacation accruals once their his/her vacation accruals balance drops below the delineated limit. An bargaining unit employee who brings their vacation accruals balance below the limit before June 30th will shall be credited with the equivalent hours from their his/her unearned vacation accruals balance, subject to the provisions of ~~s~~Section ~~9 10 14~~. An bargaining unit employee who has reached the maximum vacation accruals earning under Section 9 10 and does not bring their vacation accruals balance below the maximum by June 30th will shall not earn additional vacation time in that fiscal year.

B. An bargaining unit employee who has unearned vacation accruals as a result of being above the maximum allowable vacation accruals under Section 9 10 limit and has written documentation from the District that they were denied vacation because of the District's workload or any other mitigating circumstances that would prevent the bargaining unit employee from taking vacation; that vacation time, at the option of the bargaining unit employee shall be carried over to the next fiscal year (to be taken within the first (6) months of the following fiscal year), or be paid out., ~~or an equivalent monetary amount be deposited into a tax sheltered annuity plan designated by the bargaining unit employee.~~

C. Bargaining unit E employees may access their vacation accruals balance at any time using the online employee service system.

SECTION 11 23. Vested, Banked Vacation Hours - Any vacation hours accrued earned by bargaining unit employees prior to July 1, 1996 as well as

16 hours in 2003 and 21 hours in 2012 per agreements between the Association and the District **will shall** remain vested to the bargaining unit employee and banked unless used by the bargaining unit employee and are exempt from the provisions in Sections 9 **10 11** and 10 **11 12**. The amounts in the 2003 and 2012 agreements will be pro-rated for bargaining unit employees ~~unit members~~ who work less than 40 hours per week.

Tentatively agreed on: March 16, 2022

FOR THE ASSOCIATION

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Saodat Aziskhanova, Chief Negotiator

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03/23/22

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Victoria Simmons, VP, HR, Chief Negotiator

Tentative Agreement
Between CSEA and Its Glendale College Chapter 76
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ARTICLE XIV - PROBATIONARY PERIOD

SECTION 1. Probationary Period

A. New Hire or Promotional Assignment Probationary Period: A newly hired or promoted bargaining unit employee shall serve a probationary period of A probationary period is the first one hundred and thirty (130) days of paid service in a bargaining unit classification. (Education Code §88013)

B. Police Peace Officers: Police Peace Officer classifications shall serve a one (1) year probationary period of paid service.

C. Extension of Probationary Period - In special circumstances, when it is deemed that additional observation is necessary to ascertain an bargaining unit employee's performance, the probationary period may be extended for up to an additional forty-four (44) days at twenty-two (22) day increments, for a maximum probationary period of one hundred and seventy-four (174) days. An extension of the probationary period shall ~~can~~ only be approved if the bargaining unit employee has been rated needs improvement or unsatisfactory below ~~meets or exceeds~~ standards in a previous probationary period evaluation or based on a District approved leave of absence.

~~Peace Officer classifications will serve a one (1) year probationary period.~~

SECTION 2. Permanent Employee – Upon successful completion of the probationary period, a bargaining unit employee shall be designated as a permanent employee. A permanent employee is one who has completed his/her initial probationary period in the classified service.

SECTION 3. Objective of the Probationary Period - The probationary period ~~shall be regarded as an integral part of the examination process and~~ shall be utilized for closely observing the bargaining unit employee's work performance, for assessing the bargaining unit employee's ability to perform the position duties for securing the most effective adjustment of a new employee to his/her position, and for rejecting any bargaining unit employee whose performance is not satisfactory.

SECTION 4. Promotional Appointment and Failure to Successfully Complete the Probationary Period - ~~The probationary period shall be used in connection with promotional appointments in the same manner as it is used for original entrance appointments. If a person is removed during his/her probationary period following a promotion,~~

~~he/she shall be entitled to reemployment rights in his/her former class. A permanent bargaining unit employee who accepts a promotional assignment and fails to complete the probationary period for that promotional classification, shall be re-employed in the position from which the employee was promoted.~~

SECTION 5. Salary Advancement - Bargaining unit ~~E~~employees hired on Step 1 shall will advance to the next step on the first of the month following after one hundred and thirty (130) days of paid service. Bargaining unit ~~E~~employees hired above Step 1 shall will advance to the next step on the first of the month following one (1) year of paid service.

Tentatively agreed on: March 2, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

AR

3/16/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE XVI – POLICE OFFICERS

SECTION 1. District Provided Equipment - The District ~~shall~~ **will** provide each newly hired police officer ~~hired~~ with an appropriate firearms a hand gun, a Sam Brown belt and all required public safety equipment. ~~An appropriate firearm hand gun will~~ **shall** not be purchased for any part-time police officer who is employed elsewhere as a law enforcement officer. Emergency tactical equipment shall be provided to all police officers by the District, and remain District property.

SECTION 2. District Provided Uniforms – The District ~~shall~~ **will** provide each newly hired police officer and Police Communications and Record Specialist ~~hired~~ with two (2) complete sets of winter and summer uniforms.

Ongoing Uniform Costs - Each full-time police officer is eligible for a maximum of one thousand five hundred dollars (\$1,500) each fiscal year to cover cleaning, replacement and additional uniforms, including shoes and boots. Police Communications and Records Specialists and part time police officers are eligible for up to seven hundred fifty dollars (\$750) each year. The police officer may purchase these items and services using a ~~D~~istrict purchase order through approved ~~D~~istrict vendors or may purchase these items on their own and submit receipts for reimbursement.

SECTION 3. Police Officers Bill of Rights - A copy of the “Public Safety Officers Procedural Bill of Rights” ~~“Police Officers Bill of Rights”~~ shall be given to each officer, and every new officer upon employment. (See [Government Code §§3300-3313](#)).

SECTION 4. Safety Equipment - Safety equipment shall be replaced at the end of the equipment’s life expectancy.

SECTION 5. Retirement for Police Officers ~~– All sworn police personnel hired shall be enrolled into the CALPERS Local Safety, three percent (3%) at fifty (50) category at the time of hire.~~

A. All ~~sworn~~ **Classic Ppolice officers** ~~personnel~~ hired before January 1, 2013 ~~this agreement~~ shall be enrolled in the **Classic CALPERS plan, Local Safety three percent (3%) at age fifty (50) category**

~~plan. effective with this agreement.~~

B. All **PEPRA police officers** hired after January 1, 2013 shall be enrolled in the **PEPRA the CALPERS**, Public Employees' Pension Reform Act **plan**, 2.7% at **age** fifty-seven a(57) plan.

~~**C.B.** The three percent (3%) at fifty (50) category shall include the following benefits:~~

- ~~1. Sick Leave Credit~~
- ~~2. Post Retirement Survivor Allowance~~
- ~~3. 1959 Survivor Benefit Level 4~~

SECTION 6. Service Commitment – ~~An bargaining unit~~ employee that is hired into the classification of Police Trainee or Police Officer after January 1, 2005 must sign a letter of commitment indicating that ~~they he or she~~ **will shall** work for the District no less than five (5) years.

A. ~~An bargaining unit~~ employee that chooses not to fulfill the five (5) year service commitment shall be required to pay for the costs incurred by the District to provide their training and equipment during the police academy and while in the police department's Field Training Program.

1. The cost of the police academy training shall be determined by the billing statement issued from the approved academy.
2. The cost of the Field Training Program shall be determined by calculating the training officers' hourly pay rate at Step 1 on the Classified Salary Schedule for a period not to exceed twelve (12) weeks and shall only reflect actual hours of training.
3. The cost of equipment shall be determined by the invoices for all equipment, books and training materials provided by the District to the **bargaining unit** employee while in the police academy. This shall exclude costs of all weapons, body armor and equipment or supplies that may not be legally possessed by civilians.
4. Upon full payment for all training and equipment expenses, the **bargaining unit** employee shall receive all equipment or material for which they have paid and a letter releasing ~~them him or her~~ of any commitment.

Tentatively agreed on: May 4, 2022

FOR THE ASSOCIATION

Saadat Aziskhanova

Saadat Aziskhanova, Chief Negotiator

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05/11/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE XVII – PERFORMANCE EVALUATION PROCEDURES

SECTION 1. Job Performance Evaluations Appraisal - Job Appraisal is Performance evaluations shall be based on established standards and ~~is are~~ intended to be a tool to ~~evolve~~ assess and validate job-related performance; ~~it Performance evaluations~~ may at times be necessary to use for disciplinary purposes. The ~~Job P~~ performance ~~Appraisal~~ evaluation process is accomplished through:

- A. Reviewing ~~with the employee~~ the job-related duties ~~of the job,~~ and the expected job standards ~~and the method used to measure performance with the bargaining unit employee.~~ Regular and continuous feedback shall be provided to the bargaining unit employee concerning both the strong and the weak points, if any, of ~~his/her~~ their performance. ~~Completion of the formal appraisal instrument shall be shared with the employee at least every other year thereafter.~~
- B. Determining conditions which limit or restrict the achievement of the desired level of performance.
- C. ~~Discovering~~ Identifying areas which can be improved by specific types of ~~A~~ assistance.
- D. Supervisor observation and knowledge of bargaining unit employee's work performance ~~and~~
- E. Taking the necessary corrective action ~~steps~~ when ~~evaluator~~ supervisor's assistance fails to bring ~~about~~ a satisfactory level of performance.

SECTION 2. Performance Evaluation Frequency Schedule - Job performance of Bargaining unit employees shall be evaluated ~~in accordance with the following schedule~~ based on the following frequency:

- A. Probationary employees shall be evaluated at the end of the second (2nd) and fifth (5th) months of paid service. (see Appendix E)

1. Police Officers shall be evaluated at the end of the second (2nd) month, fifth (5th) month and first year in paid service. Police officers shall then be evaluated every other year thereafter.

B. Permanent employees shall be evaluated at the end of the first year of paid service and every other year thereafter ~~on or before the anniversary month.~~ (see Appendix E)

~~C. Evaluations shall be considered confidential and be based upon documentation to support deteriorating work performance.~~

SECTION 3. Review of Performance Evaluation Report - The ~~immediate~~ supervisor shall present the electronic performance evaluation ~~report~~ to the bargaining unit employee and shall meet to discuss it with the employee. ~~Evaluations shall be based on observation and knowledge. No evaluations shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials.~~ **P** Electronic performance evaluations shall be prepared ~~with the assistance of by the supervisor and will be reviewed~~ and signed by the management hierarchy persons who are responsible for the bargaining unit employee's work performance. The electronic performance evaluation shall be signed by the employee to indicate receipt and the employee shall be ~~given~~ provided with a signed copy.

Evaluations shall be considered confidential and be based upon documentation to support work performance.

SECTION 4. Unscheduled Performance Evaluations - An unscheduled performance evaluation for a permanent employee may be submitted at any time during the year upon evidence of outstanding work, ~~changed work habits,~~ or unsatisfactory performance ~~on the part of an bargaining unit~~ employee.

SECTION 5. Unsatisfactory Performance Evaluation - A permanent bargaining unit employee who receives an overall performance evaluation rating of "unsatisfactory", ~~will~~ shall be expected to improve ~~his/her~~ their performance to such an extent that a re-evaluation will reflect an overall rating of "meets standards" or above ~~unsatisfactory.~~ **A** bargaining unit Employees ~~will~~ shall be given a written Plan for Improvement by their ~~immediate~~ supervisor listing the areas requiring improvement to achieve satisfactory performance by the time of re-

evaluation. The Plan for Improvement ~~will~~ shall be presented to the bargaining unit employee no later than five (5) ~~working~~ days after the unsatisfactory performance evaluation is completed. Re-evaluation shall occur no sooner than sixty (60) days from the date of the unsatisfactory electronic performance evaluation. Failure to improve ~~make such an improvement in~~ performance may subject the bargaining unit employee to the provisions of Article XVIII - Disciplinary ~~p~~Procedures.

SECTION 6. Written Response to the Performance Evaluation – ~~Within thirty (30) days of receiving a performance evaluation,~~ A permanent bargaining unit employee shall have the right to submit a written response to ~~a written~~ to the performance evaluation. The bargaining unit employee's written response shall be attached to the electronic performance evaluation and it shall be placed and also placed in the personnel file.

SECTION 7. ~~Conditions for Grieving the~~ Performance Evaluation - A permanent bargaining unit employee may, upon receipt of ~~his/her~~ their electronic performance evaluation, file ~~an appeal through the established grievance procedures only~~ solely on the grounds that the performance evaluation procedures specified in this Article have not been followed ~~in the preparation of his/her evaluation.~~

Section 8 Derogatory Materials in the Personnel File- No Performance evaluations shall not be based upon derogatory materials in the bargaining unit employee's personnel file unless the bargaining unit employee has previously been given sufficient prior notice of derogatory materials placement in the personnel file ~~same,~~ an opportunity to review and provide written comment upon it about the derogatory materials, and had ~~such~~ the written comments attached to the derogatory materials.

SECTION 98. Performance Evaluation Forms – Performance Evaluations forms shall be reviewed by CSEA to ensure uniformity and fairness to all classified bargaining unit employees. Changes in the **electronic performance evaluation form** shall be agreed to by both **CSEA and the District parties to this Agreement.** (see Appendix E).

Tentatively agreed on: March 2, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator



Angelica Reyes,
CSEA Labor Relations Representative

Tentative Agreement
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ARTICLE XVIII - DISCIPLINARY PROCEDURES

SECTION 1. Disciplinary Action

A. Permanent Bargaining Unit Employees

1. Cause and Progressive Discipline

a. Discipline shall only be imposed on permanent bargaining unit employees for cause.

b. The District primarily relies on progressive disciplinary action, which provides a bargaining unit employee with an opportunity to correct deficiencies in either conduct or performance. When the bargaining unit employee fails to self-correct deficiencies, the discipline regarding misconduct or unsatisfactory performance may become more progressively severe.

1) Exception to progressive discipline: when the incident giving rise to discipline is significant in nature, the resulting disciplinary action may warrant non-progressive discipline and may include a higher level of discipline such as suspension or termination.

c. Progressive disciplinary action may include:

- verbal warning,
- written warning,
- written reprimand,
- suspension,
- involuntary demotion,
- termination

~~A. Discipline is defined as action by the District against an employee for an infraction of District policies, rules, or regulations. Such action includes, but is not limited to:~~

~~1. Suspension without pay;~~

~~2. Demotion to a lower class in which qualified;~~

3. Dismissal

~~B. Prior to disciplinary action against a Bargaining Unit Member, the District may give verbal warnings, written warnings, written reprimand in personnel file, and/or a plan for improvement in a performance evaluation, as outlined in Article XVII; Section 5.~~

B. Probationary Bargaining Unit Employees

A ~~new~~ probationary bargaining unit employee may be ~~dismissed~~ released from probation at any time prior to the expiration of the probationary period and shall not be entitled to a hearing ~~for causes outlined~~ delineated in Section 7. C. 3 of this Article.

C. Disciplinary Action Causes and Time Limits

Disciplinary action shall not be initiated against a permanent bargaining employee for any cause prior to the bargaining unit member becoming permanent or based on information that is more than two years old, unless the cause was concealed or not disclosed by the bargaining unit employee when it could be reasonably assumed that the bargaining unit employee should have disclosed the facts to the District. (Education Code §88013)

D. Personnel Files and Disciplinary Action

Disciplinary actions, including written reprimands, suspensions, involuntary demotions, or terminations, which may be deemed as derogatory information, shall not be placed in the bargaining unit employee's personnel file until the bargaining unit employee is given written notice and an opportunity to comment on the information. The bargaining unit employee shall have the right to enter, and have attached to the noted disciplinary action, their own comments. (Education Code §87031)

Section 2. Right of Representation (Weingarten Rights)

A bargaining unit employee has the right to CSEA representation in discipline matters. The bargaining unit employee has the right to seek a postponement of a meeting that could lead to discipline and request CSEA representation. If CSEA representation is requested, the meeting shall be rescheduled within five (5) days to allow for CSEA representation.

Section 3. Paid Administrative Leave

A. Paid administrative leave shall not be considered disciplinary action.

B. A bargaining unit employee may be placed on paid administrative leave pending an investigation outcome, as determined necessary by the Vice President, Human Resources.

C. Emergency Situations: If a bargaining unit employee's continued presence constitutes a danger or jeopardizes the welfare of the bargaining unit employee, other staff and/or students or threatens to disrupt the District operations, the Vice President, Human Resources may immediately place the bargaining unit employee on paid administrative leave.

SECTION 4. 2. **Imposing Disciplinary Personnel Action** - The Superintendent/President or ~~his/her~~ **their** designee may impose ~~personnel~~ **disciplinary** action against a **bargaining unit** employee.

SECTION 5. 3. **Cause for Disciplinary Action** - Causes for disciplinary action against a ~~permanent~~ **bargaining unit** employee include, but are not limited to the following:

- A. Fraud in securing or maintaining employment.
- B. Neglect of duty (i.e. failure to perform regularly assigned tasks and failure to follow approved safety precautions.)
- C. Insubordination (i.e. refusal to perform an assigned task which is legal or does not constitute a safety or health hazard to the employee.)
- D. Dishonesty (i.e. fraud, theft, and falsifying record or reports.)
- E. Use or possession of intoxicants or illegal drugs while on duty; or off-duty use which impedes performance.
- F. Absence without an approved leave.
- G. Misuse of District property (i.e. abusive operation of equipment, deliberate destruction or damage, unauthorized use, and removal of approved safety devices on equipment.)
- H. Violation of any of the prohibitions set forth in the Education Code or the California Administrative Code, Title 5, and any violation of the policies or regulations of the District or provisions of the Collective Bargaining Agreement in effect.
- I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.

- J. Misuse of leaves (i.e. excessive or patterned absenteeism or tardiness.)
- K. Sexual harassment, abuse, and/or bullying of students or employees.

L. Job Abandonment (See Article X, Section 14)

M. Failure to maintain licenses or certificates required for the classification

SECTION 64. ~~Procedures for Disciplinary Action and Right to Appeal A.~~—Supervisory Meeting

Nothing shall preclude the supervisor from having informal conversations with the bargaining unit employee to address conduct and performance concerns prior to initiating progressive disciplinary process.

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

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

Section 7 Progressive Discipline and Progress Discipline Procedures

A. Section 1, A., 1., b., 1), Exception to Progressive Discipline, shall supersede the progressive disciplinary action and procedures noted below.

B. Verbal Warning, Written Warning, Written Reprimand and Procedures

1. Verbal Warning

- a) Requires an informal meeting with bargaining unit employee and supervisor to discuss performance/conduct concerns and identify the appropriate actions for improvement. The supervisor shall email a memorandum that clearly states the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and future conduct or performance expectations with timelines for improvement. Training, where appropriate, shall be provided.

2. Written Warning

- a) A memorandum shall be emailed to the bargaining unit employee that clearly identifies the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and future conduct or performance expectations with timelines for improvement. Training, where appropriate, shall be provided.

3. Written Reprimand

- a) A written reprimand shall include the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, the previous disciplinary memoranda issued to the bargaining unit employee and future conduct or performance expectations with timelines for improvement. The written reprimand shall be reviewed with the bargaining unit employee in a meeting and emailed to the bargaining unit employee and CSEA President or designee. The written reprimand shall be placed in the bargaining unit employee's personnel file in accordance with Section 1. D.

4. Procedures for Verbal Warning, Written Warning and Written Reprimand

- a) A supervisor shall not verbally warn, issue a written warning or written reprimand to a bargaining unit employee until they have contacted Human Resources to discuss the potential cause(s) for discipline.
- b) The verbal warning or written warning memorandum is a form of communication between the supervisor and the bargaining unit employee. The memorandum shall not be placed in the bargaining unit employee's personnel file, unless included in subsequent disciplinary actions.
- c) A written reprimand shall be placed into the bargaining unit employee's personnel file in accordance with Section 1., D.

C. Suspension, Involuntary Demotion, Termination, and Procedures

When suspending, involuntarily demoting or terminating a classified employee, the District shall follow the pre-disciplinary procedures contained in this Article.

1. Suspension

- a) A bargaining unit employee may be suspended without pay for a specified period of time. Upon return from a suspension, the bargaining unit employee shall meet with their supervisor.

2.. Involuntary Demotion

- a) An involuntary demotion includes demoting a bargaining unit employee to a lower classification and pay range. The supervisor shall meet with the bargaining unit employee and review the job duties associated with the new classification.

3. Termination

- a) Termination is the involuntary release of a bargaining unit employee from District employment.

4. Procedures for Suspension, Involuntary Demotion, and Termination

- a) A supervisor shall not suspend, involuntarily demote, or terminate a bargaining unit employee until they have contacted Human Resources to discuss the potential cause(s) for discipline.
- b) The supervisor shall provide their bargaining unit employee with a written notice of intent of disciplinary action (suspension, involuntary demotion, or termination). The supervisor's notice of intent disciplinary action shall contain the following:
- The disciplinary action intended (suspension, involuntary demotion, or termination);
 - The specific causes upon which the disciplinary action is based (See Section 5);
 - A factual summary of the grounds upon which the causes are based;
 - A copy of all written materials, reports, or documents upon which the discipline is based;

- Suspension or involuntary demotion recommendation notices shall contain directives for improvement, specific timelines for improvement, and outline the consequences of failure to improve;
- Skelly conference information accordance with Section 7.C.d.
- Demand for Hearing form contained in Appendix L

c) The supervisor's notice of intent of disciplinary action shall be emailed to the bargaining unit employee's District email address and mailed to the bargaining unit employee's address on file with Human Resources. Notice of intent of disciplinary action shall be mailed in the United States Postal Service mail, return receipt requested. The notice of intent of disciplinary action shall also be emailed to the CSEA President or designee.

d) Skelly Conference

1) A supervisor's notice of intent of disciplinary action that includes a greater than five (5) day suspension, involuntary demotion, or a termination shall include a Skelly conference due process right. The Skelly conference shall provide the bargaining unit employee with a with an opportunity to present information relevant to the cause(s) set forth in their supervisor's recommendation notice. The supervisor's recommendation notice shall contain the Skelly Officer's name and the date and time of the Skelly conference.

2) The bargaining unit employee may bring a CSEA representative or a legal representative to the Skelly conference.

3) Skelly Officer Responsibilities

After the Skelly conference, the Skelly Officer shall affirm, reverse or modify the recommended disciplinary action. The Skelly Officer shall email a written statement to the bargaining unit employee and the CSEA president and CSEA representative attending the Skelly conference detailing their Skelly decision, including affirmation of the recommended disciplinary action or recommended modifications to the disciplinary action, as appropriate.

4) Failure to appear at or obtain a postponement of a Skelly conference shall be deemed the bargaining unit employee's waiver of a Skelly conference.

- 5) While a suspension of five (5) days or less does not require the District to offer a *Skelly* conference, the supervisor shall nonetheless meet with the bargaining unit employee and CSEA to explain the reason for the suspension.

~~B. Skelly Hearing~~

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

- ~~1. Initiation and Notification of Charges – The Office of Human Resources may initiate discipline by filing a Recommendation for Personnel Action as defined in Board Policy 7365 with the Board of Trustees against a permanent classified employee.~~
- ~~2. A copy of the Recommendation for Personnel Action shall be served to the employee either in person or by registered/certified mail, return receipt requested, at the employee's last known address. A copy of the Recommendation for Personnel Action shall be submitted to the Association.~~
- ~~3. The Recommendation for Personnel Action shall include the following:
 - ~~a. A statement of the personnel action being recommended (e.g., suspension with/without pay, demotion, or dismissal).~~
 - ~~b. A statement of the cause phrased in ordinary and concise language and not in the language of the District's rule, regulation, or statute.~~
 - ~~c. A statement of the specific acts or omissions on which the causes are based.~~
 - ~~d. A statement of the employee's right to appeal and the manner and time his/her appeal must be filed.~~
 - ~~e. Notice of the date, time, and place of the "Skelly Hearing" to provide the employee an opportunity to present information relative to the charges to be considered by the Board of Trustees.~~
 - ~~1. The employee is entitled to be accompanied by a representative of his/her choice.~~~~

~~2. Failure to appear at the scheduled "Skelly Hearing," or to obtain a postponement, shall be deemed to be a waiver of the employee's right to appeal the proposed disciplinary action.~~

~~3. On completion of the "Skelly Hearing," a decision will be forwarded to the Board of Trustees, to the appellant, and to the Association recommending the action resulting from the hearing. If the recommendation sustains the disciplinary action the Recommendation for Personnel Action shall be placed on the next Board of Trustees agenda.~~

e) Final Notice of Disciplinary Action

1. The Superintendent/President or their designee shall issue a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- a) The disciplinary action taken (suspension, involuntary demotion, or termination);
- b) The effective date of the disciplinary action taken;
- c) The specific causes upon which the disciplinary action is based (See Section 5);
- d) A factual summary of the grounds upon which the causes are based;
- e) A copy of all written materials, reports, or documents upon which the discipline is based;
- f) A copy of all written materials, reports, or documents upon which the discipline is based;
- g) Suspension or involuntary demotion recommendation notices shall contain directives for improvement, specific timelines for improvement, and outline the consequences of failure to improve;
- h) Demand for Hearing form contained in Appendix L
- i) Notice of the employee's right to respond to the charges either orally or in writing, subject to Section 7.C. 4. d) below

2. The final notice of disciplinary action shall be emailed to the bargaining unit employee's District email address and mailed to the bargaining unit employee's address on file with the Human Resources. Recommendation notices shall be mailed in the

United States Postal Service mail, return receipt requested. The final notice of disciplinary action shall also be emailed to the CSEA President or designee.

C. Appeal and Demand for Hearing

1. A bargaining unit employee shall have five (5) days from the date of email issuance of the final notice of disciplinary action to file a demand for hearing with the Vice President, Human Resources. The Demand for Hearing form or written request for a hearing may be emailed or filed with the Vice President, Human Resources during the department's regular work days and hours of operation.

a) If a bargaining unit employee does not file a Demand for Hearing or written request for a hearing within five days from the date of email issuance of the final notice of disciplinary, the bargaining unit employee shall have waived their right to appeal the disciplinary action. The Board of Trustees (BOT) shall move to consider the recommended disciplinary action, and if found appropriate, order immediate implementation of the recommended disciplinary action.

~~C. Appeal to the Board of Trustees~~

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

~~1. Upon receipt of the Recommendation for Personnel Action from the "Skelly Hearing," the appellant has five (5) working days to file a "Demand for Hearing Form," (see Appendix "L") a copy of which shall be included in the recommendations provided the employee from the "Skelly Hearing." Receipt by the employee shall have been accomplished by deposit of the Recommendation for Personnel Action in the U.S. Mail (registered/certified return requested), to the employees last known mailing address.~~

~~2. Any other written document signed by the employee and appropriately filed within the five (5) working days shall constitute a sufficient notice of appeal.~~

~~3. A notice of appeal is filed by delivering the notice of appeal to the Office of Human Resources during normal work hours. The appeal may be mailed to the Office of Human Resources but must be~~

~~received or postmarked within five (5) working days from receipt of the Recommendation for Personnel Action.~~

~~4. If the employee does not file a "Demand for Hearing" or a notice of appeal within the time specified, the employee shall have waived the right to appeal. The Board of Trustees may move to consider the Recommendation for Personnel Action, and if found appropriate, order immediate implementation of the action.~~

2. Disciplinary Action Hearing

a) The BOT shall determine whether the hearing shall be conducted before the BOT or before a hearing officer. If the BOT elects to utilize a hearing officer, within thirty (30) days from receipt of the bargaining unit employee's demand for hearing or written request for hearing, the District and CSEA shall seek a list of 5 arbitrators provided by PERB State Mediation and Conciliation Services for consideration to serve as a hearing officer. CSEA and the District shall strike through the list of arbitrators and select one arbitrator to serve as the hearing officer. The hearing dates shall be calendared by mutual agreement between District and CSEA and the bargaining unit employee shall be given written notice of the hearing date(s).

b) The following provisions shall apply to the conduct of the hearing:

- The bargaining unit employee shall attend the hearing,
- The bargaining unit employee may be represented by CSEA or legal representative of their choice at the hearing,
- The District shall have the burden of proof by preponderance of the evidence,
- Testimony shall be provided under oath,
- District employees shall be compelled to attend when requested as witnesses by either the bargaining unit employee, their representative, or the District,
- Each party may examine and cross examine witnesses,
- Documents or other evidence may be presented at the hearing,
- The hearing may be recorded by audio recording. Either party may request a court reporter to transcribe the hearing. The party requesting the court report share pay the fees associated with this request. If both parties request a court reporter, the parties shall evenly divide the cost of a court reporter.

c) If a hearing officer is appointed by the BOT, a non-binding advisory opinion or recommendation shall be presented by the hearing officer in writing to the BOT no later than fifteen (15) days after the hearing is completed unless otherwise agreed to by CSEA and the District.

- d) After receiving the hearing officer's non-binding advisory opinion or recommendation, the BOT shall affirm, reverse or modify the final disciplinary action imposed by the Superintendent/President. The decision of the BOT shall be final and conclusive on all parties, and not subject to the Article VI, Grievance Procedures. Unless the BOT's decision provides otherwise, its decision regarding the final disciplinary action shall be effective immediately. Notice of the BOT's decision regarding the final disciplinary action shall be mailed to the bargaining unit employee's address on file with Human Resources in the United States Postal Service mail, return receipt requested. The BOT's decision regarding the final disciplinary action shall also be emailed to the CSEA President or designee.
- f) When the BOT issues its decision regarding the final disciplinary action, the decision and related final disciplinary action documentation shall be placed in the bargaining unit employee's personnel file.

SECTION 5. ~~_____~~ Appeal Hearing

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

- ~~1.~~ Representatives of the employee and the Board of Trustees shall select an arbitrator as the hearing officer. The District and CSEA shall each obtain/maintain a list of five arbitrator(s) from the American Arbitration Association or the California Mediation and Conciliation Board. Selection shall be made by mutual agreement or by alternately striking one name from the list until only one name remains. The arbitrator shall be considered the designee of the Board of Trustees to conduct the hearing and report findings, conclusions, and recommendations to the Board of Trustees.
- ~~2.~~ The District and the employee shall each have their right to compel attendance of any other employees of the District to testify, to cross examine all witnesses, to present such exhibits and/or other evidence as may be ruled relevant to the case. Technical rules of evidence shall not apply.
- ~~3.~~ The employee shall have a right to appear in person on his/her own behalf with designees or representation provided by CSEA as the exclusive representative as he/she requests to represent his/her defense. An employee may provide outside counsel by signing a waiver of representation form provided by CSEA. The District may also have counsel.

~~B.~~ Counsel/representatives for the respective parties shall exchange

~~witness lists at least five (5) working days prior to the hearing.~~

- ~~C. The hearing shall be held at the earliest convenient date, considering the established schedule of the arbitrator and the availability of counsel and witnesses. The parties shall be notified of the date, time and place of the hearing.~~
- ~~D. In arriving at a decision or proposed decision, the arbitrator may consider the records of any prior personnel action proceeding against the employee in which another personnel action was sustained and any records contained in the employee's personnel files within the last two (2) years, if the records were introduced into evidence at the hearing.~~
- ~~E. The recommendation of the arbitrator shall be submitted to the Board of Trustees and shall be in writing, summarizing the facts, setting forth findings and making a recommended decision. A copy shall be served by registered/certified regular U.S. Mail upon the appellant and appellant's representative/counsel.~~
- ~~F. The proposed decision of the arbitrator shall be considered by the Board of Trustees, which shall thereafter render a final decision on the matter. The Board of Trustees may accept or reject the decision. However, if the decision of the Board of Trustees is different from that of the arbitrator, the decision will not be based on any facts other than those presented to the arbitrator. A statement of the Board of Trustees reasons for rendering a different decision will be included in the final decision. A copy of the decision shall be delivered to the employee and his/her designated representative personally or by registered mail, postage prepaid, and delivered to the employee's last known address. The decision of the Board of Trustees shall be final.~~

~~SECTION 6. Employment Status Pending Appeal or Waiver~~

- ~~A. Any employee, against whom a Recommendation for Personnel Action has been issued, may continue performing the duties of the position pending his/her appeal or waiver.~~
- ~~B. In cases where the Superintendent/President has determined that an employee should be dismissed and that continuation of active duty after a Recommendation for Personnel Action has been issued could result in a potential risk of harm to students, employees, or District property while the proceedings are pending, he/she may order the employee immediately suspended from active duty with/without pay as defined in Education Code section §88123.~~

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

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

~~SECTION 8. Amended/Supplemental Charges~~

~~A. At any time before an employee's appeal is submitted to the Board of Trustees, or a designee for decision, the Superintendent/President may, with the consent of the Board of Trustees or a designee, serve on the employee and the Association and file with the Board of Trustees an amended or supplemental Recommendation for Personnel Action.~~

~~B. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense.~~

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

Tentatively agreed on: May 31, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova
Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT

Victoria Simmons
Victoria Simmons, VP, HR, Chief Negotiator

Angelica Reyes 06/06/22
Angelica Reyes,
CSEA Labor Relations Representative

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

ARTICLE XIX - LAYOFF PROCEDURES

SECTION 1. Definitions

- A. "Layoff" is ~~defined as~~ an involuntary separation from District ~~service employment~~ due to cause and based on lack of work reduction in service or lack of funds. A layoff also includes any reduction in hours of the assignment of employment or assignment to a classification or grade lower than that in which the bargaining unit employee has permanence and therefore alters the terms of employment.
(Education Code [§88017](#))
- B. "Seniority" is ~~defined as~~ length of service based on date of hire in a regular bargaining unit classification position. Overtime work shall not be included in computing seniority credit. If two (2) or more bargaining unit employees have equal seniority as defined by hire date, the bargaining unit employee with the most hours in a paid status shall be considered most senior. If a tie still exists, seniority shall be determined by lot.
- C. "Displacement Rights" (also referred to as "Bumping") ~~are is defined as~~ the right of ~~a~~ bargaining unit employee, who is laid off with the most seniority, to displace ~~an~~ another bargaining unit employee with lesser seniority in a class bargaining unit classification in order to restore the same or similar level of salary and health benefits prior to the layoff.
- D. "Bargaining Unit Employee" is ~~defined as a classified bargaining unit employee who employed in a bargaining unit classification~~ and has either probationary or permanent status.
- E. "Job-Bargaining Unit Classification" is ~~defined as~~ one or more positions classifications in the ~~classified service~~ bargaining unit that have the same designated title and minimum qualifications, and share a common salary range.
- F. "Job-Classification Series" is ~~defined as~~ a group of hierarchical job classifications which are closely related and in which the higher classifications within the series require the skills, knowledge and abilities

necessary to perform any of the duties of any lower classification within the series. Job-Classification Series are ~~delineated those set forth~~ in Appendix "C".

- G. "Job-Classification Family" ~~is defined as job are~~ classifications, and ~~job classification~~ series, which are related to one another by the nature of the general duties performed, and which require somewhat similar knowledge, skills and abilities. Job-Classification Families are those set forth in Appendix "C".
- H. "Qualified" shall mean the bargaining unit employee who meets the minimum qualifications as determined by the ~~job~~ classification description.
- I. "FTE" is ~~defined as the~~ Full Time Equivalent and refers to the percentage of a full time, forty (40) hour per week assignment. ~~In a-Additionally,~~ FTE affects the level of health benefits for which the bargaining unit employee qualifies. (see Article IX, section 1 & 2) A 1.00 FTE is an ~~a~~ bargaining unit employee whose regular assignment is the equivalent of forty (40) hours per week. A .50 FTE is an ~~a~~ bargaining unit employee whose regular assignment is the equivalent of twenty (20) hours per week. An bargaining unit employee's FTE shall not increase from their FTE prior to layoff in the course of the displacement rights bumping process.
- J. "Months" are ~~defined as~~ the number of calendar months the bargaining unit employee has been assigned. ~~An bargaining unit~~ employee may have a 9, 10, 11, or 12 month assignment at any FTE.

SECTION 2.

Notice of Layoff - In the event of a reduction in force in any classification ~~hereunder~~, layoffs ~~shall will~~ be in reverse order of seniority with the least senior bargaining unit employee in the job classification that is being eliminated being laid off first.

Bargaining unit Employees subject to a layoff shall be given **written** notice of the layoff ~~no later than March 15th. not less than sixty (60) calendar days prior to the effective date of the layoff, which will~~ The written notice of layoff shall include items required in Education Code §88017, ~~their~~ displacement rights (if any), **and** re-employment rights, ~~and the seniority list~~. The District ~~shall will provide email the CSEA President the Association with~~ copies of the written notice of layoff ~~notices~~ and the seniority list at the time the bargaining unit employee is notified.

Bargaining unit ~~Employees~~ with displacement rights (if any), ~~shall will~~ have at least seven (7) days, from the date of notification, to notify ~~the Office of~~ Human Resources, in writing, of their intention to exercise displacement rights.

When bargaining unit positions must be eliminated as a result of the expiration of a specially funded program, the bargaining unit employees to be laid off shall be given written notice of layoff not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights. (Education Code §88017(k)).

~~When as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any special funded program is other than June 30, the notice shall be given no less than 60 days prior to the effective date of their layoff.~~

SECTION 3.

Displacement Rights (also referred to as 'Bumping') - In order to provide the highest level of protection to **bargaining unit** employees with the greatest ~~seniority length of service~~ with the District, the procedure below ~~shall will~~ take into account the ~~bumping displacement rights of the bargaining unit~~ employee's FTE in this process.

The District ~~shall will~~ offer an **bargaining unit** employee with displacement rights a position with the most similar level of salary, hours, and health benefits to what ~~he or she they~~ earned prior to being displaced into another position based on the displacement rights outlined below in A through M. Therefore, the District ~~shall will~~ offer such an **bargaining unit** employee an **FTE classification** position, if one exists, which maintains their current level of salary and health benefits, even if this means not initially displacing the least senior employee.

An **bargaining unit** employee who has received a **written** notice of layoff may exercise ~~his/her bumping their displacement~~ rights as outlined below. An **bargaining unit** employee who has received a **written** notice of layoff has the right not to participate in the **displacement rights bumping** process and **may instead** accept the layoff.

A. An **bargaining unit** employee shall displace the **bargaining unit** employee

with the least seniority within their ~~job~~ classification with the same FTE prior to layoff:

- B. If there is no less senior bargaining unit employee to displace within their ~~job~~ classification with the same FTE, an bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lateral salary range within their job classification series with the same FTE prior to layoff;
- C. If there is no less senior bargaining unit employee to displace at a lateral salary range within their job classification series with the same FTE and the bargaining unit employee is qualified, an bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lateral salary range within their ~~job classification~~ family with the same FTE prior to layoff. ~~The Office of~~ Human Resources shall will verify the employee's current qualifications;
- D. If there is no less senior bargaining unit employee to displace at a lateral salary range within their job classification family with the same FTE, an bargaining unit employee shall displace the bargaining unit employee with the least seniority within their ~~job~~-classification with the highest FTE which maintains their level of health benefits prior to layoff;
- E. If there is no less senior bargaining unit employee to displace within their job classification series with an FTE that maintains their level of health benefits prior to layoff, an bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lateral salary range within their job classification series with the highest FTE that maintains their level of health benefits prior to layoff;
- F. If there is no less senior bargaining unit employee to displace within their job classification series at a lateral salary range with a FTE that maintains their level of health benefits prior to layoff and the bargaining unit employee is qualified, an bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lateral salary range within their job classification family with the highest FTE that maintains their level of health benefits prior to layoff. ~~The Office of~~ Human Resources shall will verify the employee's qualifications;
- G. If there is no less senior bargaining unit employee to displace within their job classification family at a lateral salary range with an FTE that maintains their level of health benefits prior to layoff and the bargaining unit employee is qualified, an bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lower salary range

(nearest to their salary range prior to layoff) within the **job classification** family with a FTE that maintains their level of health benefits prior to layoff. ~~The Office of~~ Human Resources shall will verify the bargaining unit employee's qualifications;

- H. If there is no less senior **bargaining unit** employee to displace within their **job classification** family at a lower salary range with an FTE that maintains the bargaining unit employee's level of health benefits prior to layoff, a **bargaining unit** employee shall displace the least senior bargaining unit employee within their **job**-classification at the closest FTE prior to layoff (which may result in a reduction of health benefits);
- I. If there is no less senior **bargaining unit** employee to displace within the **job** classification with a lower FTE and the bargaining unit employee is qualified, a **bargaining unit** employee shall displace the least senior bargaining unit employee at a lower salary range (nearest to their salary range prior to layoff) within their **job classification** family at the closest FTE prior to layoff (which may result in a reduction of health benefits.) ~~The Office of~~ Human Resources shall will verify the bargaining unit employee's qualifications;
- J. If there is no less senior **bargaining unit** employee to displace within the bargaining unit employee's current **job classification** family and the bargaining unit employee has previously passed probation and still meets the current qualifications in a **job**-classification within a different **job classification** family with a salary range which is lateral or lower than the bargaining unit employee's salary range prior to layoff, a **bargaining unit** employee shall displace the least senior bargaining unit employee in the previously held **job** classification with the same FTE prior to layoff;
- K. If there is no less senior **bargaining unit** employee to displace within the bargaining unit employee's previous **job** classification with the same FTE, the bargaining unit employee shall displace the least senior bargaining unit employee within the previous **job** classification with the highest FTE which maintains their level of health benefits prior to layoff;
- L. If there is no less senior **bargaining unit** employee to displace within the bargaining unit employee's previous **job**-classification with an FTE that maintains their level of health benefits prior to layoff, the bargaining unit employee shall displace the least senior bargaining unit employee within the previous **job**-classification at the closest FTE prior to layoff (which may result in a reduction of health benefits.)
- M. The displacement process continues until all displacement rights have

been exhausted.

A bargaining unit employee member displaced by the ~~operation of this~~ layoff procedure shall have the same layoff and displacement rights as though ~~he/she they were was~~ being laid off.

If a vacant position exists in a classification into which an bargaining unit employee is exercising displacement rights bumping, the bargaining unit employee shall move into the vacant position.

~~Employees displaced by the operation of this layoff procedure may be required to serve a new probationary period.~~

SECTION 4.

Reemployment Rights – Bargaining unit ~~Employees~~ who have been laid off shall be placed on a reemployment list for thirty-nine (39) calendar months.

- A. Bargaining unit** ~~Employees~~, who, ~~through operations of this Article~~ receive fewer hours or are ~~assignment~~ assigned to a lower classification, shall be placed on the reemployment list for an additional twenty-four (24) months for a total of sixty-three (63) months.
- B. Bargaining unit** ~~Employees~~ who take voluntary demotions or voluntary reductions in ~~their FTE assigned time~~ in lieu of layoff shall be, at the option of the bargaining unit employee, returned to a position in their former classification or to a classification and FTE that reflects their assignment prior to a voluntary reduction in FTE—positions with increased assigned time without limitation of time, but if there is a valid reemployment list, The bargaining unit employee they shall be ranked on ~~that~~ reemployment list in accordance with their proper seniority and FTE.
- C.** Offers of reemployment shall be delivered by certified mail to the last known address on record with as recorded in the Office of Human Resources and shall be in the reverse order of the layoff as vacancies occur in the job classification families for which the laid off bargaining unit employee is qualified. When more than one bargaining unit employee was laid off on the same date, reemployment shall be based on seniority.
- D. Individuals—Former bargaining unit employees** on a reemployment list shall have up to ten (10) working days from the postmarked date of notice to accept or decline, in writing, the position being offered. ~~An individuals~~ former bargaining unit employee who has declined two (2) offers of reemployment relinquishes all reemployment rights. Failure to reply, in writing, to the notice within ten (10) working days shall will be considered

a refusal and shall cause the ~~individual's former bargaining unit employee~~ name to be permanently removed from the re-employment list.
Individuals

Former bargaining unit employees on the reemployment list are responsible for notifying ~~the Office of~~ Human Resources of a change in mailing address and/or phone number.

- E.** If an ~~individual bargaining unit employee~~ on the reemployment list accepts the position being offered, the ~~individual bargaining unit employee~~ shall have up to ten (10) working days from the postmarked date of the notice to report for work. If the ~~individual bargaining unit employee~~ fails to return to work on the specified return date, all the reemployment rights ~~shall be~~ **are** relinquished.

- ~~**F.** Individuals, who are reemployed by the operation of this reemployment procedure, into a new classification, shall be required to serve a new probationary period. If an individual is reemployed in a new classification and fails to complete the probationary period in the new classification, he/she shall be returned to the reemployment list for the remainder of the 39 month period.~~

F. An ~~bargaining unit~~ employee who elects ~~layoff separation~~ in lieu of displacement or who voluntarily accepts reassignment to a vacant position, for which the ~~bargaining unit~~ employee is qualified, in another classification without exercising displacement rights shall maintain ~~his/her their~~ reemployment rights under this Article.

- G.** ~~Individuals~~ **Bargaining unit employees** on the reemployment list are eligible to apply for ~~vacancies job openings~~ within the District.

SECTION 5.

Salary Placement - An ~~bargaining unit~~ employee accepting a position in a lower classification or ~~a reduction in their FTE reduced hours~~ or work year in lieu of layoff, shall maintain same level of health and welfare benefits for a period of one (1) calendar year from the effective date of the layoff and be placed on a step in the salary range of the lower classification which is nearest to ~~their current range and step, but not higher than the annual salary he/she would have earned in the former classification.~~

- A.** ~~In any case, t~~he ~~lower classification~~ salary shall not exceed the maximum step of the ~~current~~ classification ~~range~~.
- B.** The ~~bargaining unit~~ employee ~~will shall~~ retain ~~his/her their one year interval cycle anniversary date~~ for subsequent salary advancement. (See Article VIII, Wages, Section 3, B.)

C. Salary increments based upon longevity shall continue to be paid in the ~~new~~ lower classification.

SECTION 6.

Assignment to a Vacant Position - An bargaining unit employee who ~~is qualified~~ meets the minimum qualifications may be assigned by the District to a vacant position in a similar or lower classification. The following conditions shall ~~prevail~~ be required:

A. The District shall determine when a vacancy exists in a similar or lower classification ~~which positions are vacant~~.

B. The District shall determine if the bargaining unit employee ~~is qualified~~ meets the minimum qualifications for the vacant position.

C. An bargaining unit employee assigned to a vacant position shall have the same rights as an employee exercising ~~his/her~~ their displacement rights.

SECTION 7.

Reduction in ~~Hours or Months~~ FTE and Work Year

If there is a reduction in ~~hours or months, in~~ the work year ~~or FTE~~, bargaining unit employees shall in order of seniority, be entitled to the maximum number of ~~FTE hours or months~~ in available positions in ~~his/her~~ their current classification.

The District shall ~~notify email the CSEA President the Association in writing~~ of any impending reduction in ~~FTE hours~~ or work year at least 60 days prior to Board of Trustees consideration of the proposed action. To the extent required by law the District shall negotiate the decision to reduce ~~FTE hours and/or~~ months in the work year of bargaining unit ~~employees members~~ and the effects of such reductions.

SECTION 8.

Effects Negotiations ~~Notification of Impending Layoff~~ - ~~The District shall notify the Association in writing of any impending layoff or any reduction of hours/months at least 60 days prior to the Board of Trustees consideration of the proposed action.~~ The District and CSEA shall meet to negotiate the effects of the layoff.

SECTION 9.

Seniority List - The District shall maintain an updated seniority list indicating the bargaining unit employees' current classification and ~~will~~ shall provide the seniority list to ~~CSEA the Association and employees subject to layoff~~ not less than (60) sixty calendar days prior to the effective date of the layoff.

An bargaining unit employee may dispute ~~his/her~~ their seniority date by submitting an email request, ~~in writing,~~ to ~~the Office of~~ Human Resources to

have their seniority date reviewed. Human Resources ~~will~~ shall send an email response to the bargaining unit employee and the CSEA President respond to the request, in writing, and send copies to the Employee and the Association within 30 days of the bargaining unit employee's email request.

If an error has been made, the seniority list ~~will~~ shall be corrected and sent to CSEA the employee and the Association.

Tentatively agreed on: May 11, 2022

FOR THE ASSOCIATION

Saadat Aziskhanova

Saadat Aziskhanova, Chief Negotiator

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06/01/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE XX - TRANSFER PROCEDURES

- SECTION 1. Voluntary Transfer** - A voluntary transfer is the reassignment of a qualified bargaining unit employee, ~~without examination~~, from one position to another position in the same classification, ~~or to a position in a similar or related class with the same salary range.~~
- SECTION 2. Internal Lateral Transfer Opportunity** - When a new position is created or an existing position becomes vacant, a lateral transfer announcement ~~will~~ shall be posted, internally, for a minimum of five ~~working~~ days. Permanent classified bargaining unit employees, in the same classification as a vacant position who are interested in transferring ~~to another department~~, need to apply for a transfer by completing an online internal transfer application. An bargaining unit employee must have satisfactorily completed a probation period to apply. Eligible bargaining unit employees that apply for a lateral transfer ~~will~~ shall be given first opportunity to interview for the position.
- SECTION 3. Voluntary Demotion** - A permanent bargaining unit employee may request voluntary demotion to a related class with a lower maximum salary rate by filing a written notice with the Office of Human Resources.
- SECTION 4. Involuntary Transfers**
- A. In cases of involuntary transfers to a vacant position, the least senior bargaining unit employee who possesses the minimum necessary qualifications to perform the duties of the classification assignment as determined by ~~management will~~ the Office of Human Resources shall be transferred.
- B. Any bargaining unit employee, who possesses the minimum necessary qualifications to perform the duties of the classification assignment, may be subject to an involuntary transfer when it is mutually agreed upon by CSEA and the District that a transfer is in the best interest of the work environment.

Tentatively agreed on: March 16, 2022

FOR THE ASSOCIATION

Saadat Aziskhanova

Saadat Aziskhanova, Chief Negotiator

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03/23/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

Tentative Agreement
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ARTICLE XXI - PROFESSIONAL GROWTH

SECTION 1. Professional Growth – Professional growth is the ongoing process of improving knowledge, skills, and awareness through a variety of learning opportunities, such as college degrees, coursework, conferences, workshops and training sessions.

A. I. Purpose - The purpose of professional growth for classified bargaining unit employees is to:

- a. ~~A.~~ Encourage bargaining unit employees to complete college/university, community college, adult school, and/or various other educational programs.
- b. ~~B.~~ Encourage bargaining unit employees to update skills and/or knowledge relating to current **classification positions**.
- c. ~~C.~~ Encourage bargaining unit employees to upgrade skills and/or knowledge for future career enhancements.
- d. ~~D.~~ Encourage bargaining unit employees awareness and wellness.

B. II Types of Professional Growth Objectives

- a. ~~A.~~ Completion of ~~a D~~ degree from an accredited college or university (**Associate's, Bachelor's, Master's or Doctorate AA/AS, BA/BS, MA/MS, Ph.D, Ed.D**, etc.)
- b. ~~B.~~ Job and/or career related ~~C~~ certificate (Educational or Industry Standard)
- c. ~~C.~~ Job and/or career related Professional **Growth Enhancement** courses or seminars
- d. ~~D.~~ Job and/or career related ~~C~~ continuing or ~~A~~ adult ~~E~~ education courses
- e. ~~E.~~ **Campus District** or employee awareness and wellness activities.

SECTION 2. Attendance at Professional Growth Activities - In order to meet the operational needs of the department, attendance at all professional growth activities, during work hours, requires approval from the ~~department manager~~/supervisor.

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

A. I. Professional Growth Unit Requirements – To receive credit for professional growth units a ~~a~~ **bargaining unit** employee **shall be is** required to:

a. ~~A.~~ Successfully complete their probationary period.

b. ~~B.~~ Provide proof of attendance at professional growth activities. ~~Bargaining unit~~ ~~Employees~~ must sign the proof of attendance form, as applicable, when attending ~~campus~~ **District** professional growth activities.

c. ~~C.~~ Complete the CPGU Verification form (**Appendix O**) for approved professional growth activities, including individual courses, and **email submit to the office of the form to** Human Resources. ~~The form is available on the Classified Staff Development website and in the Collective Bargaining Agreement (Appendix O).~~ Individual courses require transcripts or certificates showing a passing grade of C or better or credit, as applicable.

i. ~~All requests for CPGUs need to shall~~ be submitted within three years of the professional growth activity.

d. ~~D.~~ Complete and submit the Employee Education Plan (EEP) (**Appendix N**) for approval prior to taking courses. Upon completion of a course(s), the ~~bargaining unit~~ employee shall **email submit** transcripts to ~~the Office of~~ Human Resources showing a passing grade of C or better or credit.

e. ~~E.~~ ~~All requests for CPGUs need to be submitted within three years of the professional growth activity.~~

B. II. Professional Growth Unit Calculations – Professional growth units are **shall be calculated tabulated** and approved by ~~the Office of~~ Human Resources and credited as follows:

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

SECTION 4. Professional Growth Stipend - Bargaining unit ~~E~~employees ~~shall~~ **will** receive a stipend as follows:

A. Bargaining unit ~~E~~employees ~~shall~~ **will** receive a stipend for every twenty (20) professional growth units ~~increments~~ up to a maximum of two hundred and forty (240) professional growth ~~credit~~-units **increments. Professional growth stipends shall be paid in accordance with Appendix B2 Professional Growth sStipend sSchedule. in Appendix B3).**

B. Stipends shall end when an ~~a~~ bargaining unit employee is reclassified or promoted to a job which salary exceeds the value of the previous base salary plus stipend by at least five percent (5%). When determining step placement, the bargaining unit employee shall be placed on a step not less than the value of five percent (5%) greater than the previous base salary plus stipend.

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

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

EEP Approval Process

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

SECTION 6. Appeal Process for Denial of an EEP ~~Employee Education Plan~~ An ~~bargaining unit~~ employee may appeal **a denial of an EEP** ~~Employee Education Plan that was denied~~ to the Professional Growth Committee (see Section 11). The procedure for the appeal is as follows:

- A. Within ten (10) ~~working~~ days, an ~~bargaining unit~~ employee shall submit a memo to ~~the Office of~~ Human Resources requesting an appeal of the **denial of the EEP**. ~~District’s recommendation, if denied. The Office of~~ Human Resources shall immediately notify the Chair of the Professional Growth Committee (PGC).
- B. The Professional Growth Committee (PGC) **shall will** review the appeal and **render issue a written decision to the bargaining unit employee within ten (10) days.**
- C. ~~A written explanation of the decision shall be forwarded to the bargaining unit employee within ten (10) days.~~
- D. If the appeal is **not denied granted**, the ~~bargaining unit~~ employee may forward **it a second appeal** to the Superintendent/President for a final decision.
- E. The Superintendent/President shall **provide the bargaining unit employee, the PGC, and Human Resources with a written decision regarding the second appeal communicate the decision, in writing to the bargaining unit employee, the Office of Human Resources, and the PGC** within twenty (20) days.

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

- A. Bargaining unit ~~E~~employees taking approved classes on District time or on the bargaining unit employee's own time (Personal Necessity Time, Vacation Time, Personal Time Without Pay, and Non-~~duty~~ **work hours** Time) are eligible to receive tuition reimbursement subject to budget limitations.
- B. An bargaining unit employee **shall** ~~can~~not receive staff development funds **under this Article** for tuition reimbursement if the bargaining unit employee is receiving reimbursement from any other source for the same activity.

SECTION 8. Tuition Reimbursement Procedures

- A. Upon completion of approved courses, classes, seminars, or job-related training, it is the responsibility of the bargaining unit employee to provide verification of completion with a transcript or acceptable certificate of completion and the Tuition Reimbursement Form **(Appendix N1)** to the Classified Development Coordinator. Within ten (10) days, ~~the Office of~~ Human Resources and the Classified Development Coordinator shall verify the documentation, approve reimbursements within established budgetary guidelines, and send verification of earned CPGUs to the bargaining unit employee. The bargaining unit employee shall receive a reimbursement check within fifteen (15) days from Accounts Payable upon receiving the expenditure approval. Tuition is reimbursed up to \$300 per bargaining unit employee, per academic year.

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

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

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

- A. Operational needs of the bargaining unit employee's department are

met.

- B. The courses are taken according to the provisions set forth by the ~~PGC~~ in this article.
- C. An ~~bargaining unit~~ employee may be excused from **scheduled work hours duty** to take one (1) approved course or class a semester on ~~D~~istrict time.
- D. An ~~bargaining unit~~ employee may also take a second course or class using one (1) or a combination of the following time plans:
 - 1. Personal Necessity Leave
 - 2. Vacation Time
 - 3. Personal Time Without Pay

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

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

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

Tentatively agreed on: March 30, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova
Saodat Aziskhanova, Chief Negotiator

AR
Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons
Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE XXII – CONTRACTING OUT

SECTION 1. Restriction on Contracting Out - During the duration ~~life~~ of this Agreement, the District ~~shall agree that it will~~ not contract out work which has been customarily and routinely performed by ~~classified bargaining unit~~ employees ~~in the bargaining unit~~ unless permanent bargaining unit employees ~~personnel~~ are not available to meet emergencies ~~or normal and recurring employment needs of the District. The District shall comply with the and all other~~ provisions set forth in Education Code §88003.1. The District shall notify the CSEA Chapter President, or designee, in writing of the District's intention to contract out.

SECTION 2. Bargaining Unit Work - No supervisory or management employee may perform any work within the job description of a bargaining unit employee which will result in the displacement, reduction of hours, transfer or reassignment of any bargaining unit employee. When contractors are utilized, duties that are assigned to a current bargaining unit classified employee shall not be assigned to the contractors, unless the District and CSEA meet and negotiate confer.

Contractors ~~shall will~~ have a defined Scope of Work for each job assigned. Contractors shall not be hired to address ongoing workload increase for any bargaining unit classified employee.

SECTION 3. Emergencies – The District may contract out work without prior notification due to emergency conditions that may prevent the stoppage of public business which may include but is not limited to:

~~A. Sudden and unexpected turn of events calling for immediate action such as fire, flood, impassable roads, an epidemic, an earthquake resulting in damage, and the imminence of a major safety hazard.~~ “Emergency appointment” means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the community college district. The frequency of appointment, length of employment, and the circumstances

appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process. (See 88003.1, (b)(5)).

B. The need to make immediate repairs because of the unexpected breakage or malfunction of essential equipment when the repairs cannot be made by bargaining unit employee unit members on either a regular, overtime basis, or callback basis.

SECTION 4. Terms of Contract Service – If the term of the contract service exceeds 60 working days, the staffing needs of the department must be reassessed for additional permanent staffing.

~~**SECTION 5. Community Service Workers** – The District agrees to refrain from the utilization of Community Service Workers referred by the Courts or any other program for any purpose which would displace permanent classified employees. Such workers shall be closely supervised to maintain the safety of District employees and security of District property.~~

Tentatively agreed on: March 16, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

AR

03/23/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE XXIII – SAFETY CONDITIONS

- SECTION 1. Performing Work** – Bargaining unit ~~Ee~~ employees shall not be required to work under unsafe conditions or to perform tasks that are unsafe. The District shall make every reasonable effort to provide employment and working conditions which are as safe and healthy as the nature of the employment and assigned duties permit. Bargaining unit ~~employees members~~ shall make every reasonable effort to perform work safely.
- SECTION 2. Reporting Unsafe Conditions** - Any bargaining unit ~~employee member~~ who observes a working condition that is unsafe and/or that may endanger their health or the health of others shall report the condition to their immediate supervisor, orally or in writing, including the grounds for believing the condition is unsafe. A bargaining unit ~~employee member~~ shall not be discriminated against for reporting an unsafe condition in accordance with Section 1.
- SECTION 3. Policies and Regulations** - The District shall maintain Board Policies and Administrative Regulations that define and commit to providing a safe, nondiscriminatory, sexual harassment-free, and violence-free work environment. The adopted Board Policies and Administrative Regulations may be accessed at ~~Glendale.edu~~ www.glendale.edu
- SECTION 4. Required Equipment and Sanitation Supplies**
- A. Required Equipment: The District shall provide and maintain all required safety equipment and materials, including any safety attire that the District may require of certain departments, to meet regulatory safety standards necessary for bargaining unit ~~employees members~~ to complete their assigned duties in a safe and healthy manner.
 - B. Sanitation Supplies: The District shall also ensure that its facilities have the necessary sanitation supplies such as soap and water, disposable towels or tissues, hand sanitizer, appropriate face coverings, and other sanitation supplies deemed necessary by the District for bargaining unit ~~employees members~~ to complete their assigned duties in a safe and healthy manner.

SECTION 5. Safety Training and Release Time

- A. Safety Training: The District shall provide bargaining unit employees members with mandatory job-related safety training (i.e. tools and equipment, occupational hazards, emergency response, first aid, handling of toxic materials, asbestos abatement, clean-up of bodily fluids) to safely and effectively perform their assigned duties. The District shall also train bargaining unit employees members, working onsite, in public health measures, hygiene, and sanitation to help prevent the spread of pandemic illness flus.
- B. Release Time: Bargaining unit employees members shall be released to attend these trainings mentioned above (Section 5.A.) which shall be provided during their normal working hours. Bargaining unit employees members who work evening or night shifts, shall receive appropriate compensation for receiving this training if they are required to attend a training that is not during their normal working hours.

SECTION 6. Security/Disaster/Evacuation Plans - The District shall make available to all bargaining unit employees members current plans and procedures regarding campus security, evacuation procedures/routes, disasters, etc. to ensure that all bargaining unit employees members are fully informed and have the expectation for a safe working environment.

SECTION 7. Campus Evacuation - If an evacuation of District property is ordered, bargaining unit employees members shall not suffer a loss of pay during the period of such evacuation.

SECTION 8. Safety and Supervision –The District shall strive to provide proper on-campus supervision and campus police protection when bargaining unit employees members are on duty.

A. Cameras

By the first working day in September 1st of each year, the District shall provide CSEA with a list of all cameras and their locations on District properties

- 1. Camera recordings (digital and printed) may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal counsel for the sole purpose of investigating alleged criminal activity.

2. Camera recordings of bargaining unit **employees members** shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.
3. All District properties shall display sufficient signage throughout indicating that security cameras are recording.

B. Digital Locks

1. Digital lock data may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal counsel for the sole purpose of investigating alleged criminal activity.
2. Digital lock data recording the coming and going of bargaining unit **employees members** shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.

Tentatively agreed on: April 13, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

AR

04/20/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE XXIV – RETIREMENT

SECTION 1. Early Retirement Health Benefits - The District ~~shall will~~ pay up to a maximum of ten thousand two hundred dollars (\$10,200) per fiscal year for the medical, dental and vision insurance of the retiring **bargaining unit** employee and **their his/her** spouse, domestic partner, or eligible dependent, providing the following conditions are met:

- A. The **bargaining unit** employee ~~shall must~~ have been employed as a **bargaining unit regular** employee for nine (9) or more years of consecutive service in the District immediately prior to retirement.
- B. The **bargaining unit** employee ~~shall must~~ have been eligible **to participate in** and covered under one (1) of the District sponsored medical, dental or vision insurance plans in **effect force** immediately prior to retirement.
- C. To be eligible for **this early retirement benefits under provisions of this Section**, the **bargaining unit** employee must retire at or after age fifty-five (55) but before age sixty-five (65).
- D. **Bargaining unit E**mployees who elect coverage under provisions of this Section shall notify the District **Administrative Services Accounting Office** at the time of retirement and annually thereafter.

1. In accordance with Article IX , Health and Welfare Benefits,
~~T~~he District ~~shall will~~ pay the premium ~~for to~~ the medical, dental, and vision **insurance plans company** with which the **bargaining unit** employee was covered at the time of retirement. Such payment shall begin for the retiring employee beginning at the time of retirement ~~or at the beginning of the following year of coverage, whichever is applicable~~. The District ~~shall will~~ cease payment of medical insurance premium when the **bargaining unit** employee reaches the age of sixty-five (65).

2. The retired **bargaining unit** employee may also elect to pay the premium for **their his/her** dependent(s), starting at age fifty-five

(55) until the age of sixty-five (65). Payments must be made directly to the District **Administrative Services Accounting Office**.

3. The initial payment **for dependent(s) coverage** shall be received on or before September 1 of each year and continued on a regular monthly basis for a total of ten (10) payments, with the additional payments to be received on or before the first (1st) day of the months of October through June of each year. Failure to make payments may result in the cancellation of retiree benefits.

4. For **bargaining unit** employees retiring between the age of fifty-five (55) and sixty (60), one (1) additional year of premiums for medical, dental and vision insurance coverage, as outlined in this section, **shall will** be paid by the District.

5. The **additional** years of **medical, dental and vision insurance** coverage are illustrated in the chart below:

Retirement Age	Maximum age of Coverage	Years of Coverage
55	70	15
56	69	13
57	68	11
58	67	9
59	66	7
60	65	5
61	65	4
62	65	3
63	65	2
64	65	1
65	65	0

SECTION 2. Cash in lieu of Early Retirement Benefits

A. A **retiree bargaining unit employee** who has elected medical, dental and vision plans **external to District administered plans provided by another agency** and **chooses elects** not to participate **early retirement benefits delineated in Section 1 in the Districts paid program**, may choose one of the following:

1. A payment toward the premiums of the CALPERS Long Term Care Program for the retired **bargaining unit** employee and **his/her their** eligible spouse. In the event the premiums for

the CALPERS program exceed \$10,200, the **bargaining unit** employee must provide the District with a check for the difference prior to the annual premiums.

2. A payment equal to fifty percent (50%) of the value of the existing medical, dental and vision allowance. The payment shall be two installments occurring in January and July. Each installment shall be for the previous six month period. The option is only valid if the retiree opts out of all three plans (medical, dental, vision).
- B. A retired **bargaining unit** employee who chooses the cash in lieu benefit shall complete and sign the "Opt-out District Health Plan Agreement" at least 45 days before the benefit is to begin. Retiree participation always begins on the first day of the month and ends on the last day of the month of either the retiree's death or sixty-fifth birthday.
- C. In the event a retiree loses medical, dental and vision benefits from the other agency, ~~he/she~~ **they** may re-enroll in the District's plan if proof of termination is provided to the District within 30 days of loss of coverage from the other plan. The effective date of the re-enrollment ~~shall will~~ be on the first day of the following month. If receipt of notification is provided after the 30 day period, the retiree must wait until the next open enrollment period for coverage in the District's plan.

SECTION 3. District Obligation Under this Article - The District's obligations under this Article ~~shall be are~~ limited to payment of the premiums or sums indicated ~~above~~. All terms and conditions of the various programs available pursuant to this Article ~~are to shall~~ be determined by the **medical, dental, and vision insurance** carriers' ~~respective~~ plans, and are to be resolved between the **insurance plans** carrier and the **retired bargaining unit employee member**. All disputes with respect to the **insurance plan** carriers' administration of such programs ~~are shall~~ not ~~be~~ the responsibility of the District, and ~~are shall~~ not subject to the grievance and arbitration procedures of Article VI, **Grievance Procedures of this Agreement**.

SECTION 4. Supplemental Medical Coverage - The District shall contribute two hundred dollars (\$200) a month toward supplemental medical coverage for ~~a~~ retired **bargaining unit** employees who ~~hasve~~ worked for the District nine (9) or more **consecutive** years. This payment shall be made in a lump sum at the beginning of ~~the~~ **each** fiscal year for a ten (10) year period. This provision is not retroactive.

SECTION 5. ~~The District shall inform all Cal-PERS retirees, prior to re-employment that they need to contact Cal-PERS to ensure that their re-employment by the District does not negatively impact their retirement.~~

SECTION 6. **Other Retirement Benefits**

Bargaining unit Employees retiring shall be eligible for the following:

- A. Lifetime use of GCC email account
- B. Card for free admission to all GCC student performances and athletic events
- C. Lifetime GCC Library card
- D. Lifetime use of the Fitness Center during operational hours
- E. Lifetime exemption from all **college District** authorized, permissive student fees, ~~health fee~~, and student ID fee
- F. Parking permit

Tentatively agreed on: May 11, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

Angelica Reyes

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

**Tentative Agreement
Between CSEA and Its Glendale College Chapter 76
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ARTICLE XXV – CONCERTED ACTIVITIES

- SECTION 1. Work Stoppage** - Apart from and in addition to existing legal restrictions upon work stoppages, ~~CSEA the Association 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 duration life of this Agreement for ~~any cause or dispute whatsoever~~, without regard to whether their underlying dispute is subject to the grievance provisions of Article VI or ~~to a~~ PERB proceedings, ~~or to the other proceedings~~. In the event of any such work stoppage or threat of a work stoppage thereof, ~~CSEA the Association~~ and its officers, agents and representatives shall take all reasonable steps within their control to end it or discourage it.
- SECTION 2. Encouraging or Participating in Work Stoppage** - Any bargaining unit 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. Lockout** - The District shall not engage in any lockout of bargaining unit 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 ~~CSEA the Association~~; it does not include matters such as layoffs, program curtailments, or emergency shutdowns.

Tentatively agreed on: April 13, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator



04/20/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

ARTICLE XXVI – DURATION AND TERMINATION

SECTION 1. Effective Date - This Agreement shall be for a three-year duration becoming effective as of July 1, ~~2018~~ ~~2022~~ 2021, and continuing through June 30, ~~2021~~ ~~2025~~ 2024.

SECTION 2. Limited Re-openers - No later than August 15 ~~in~~ of each year of this Agreement, ~~either CSEA and the District 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~~ CSEA and the District. Initial proposals must be sunshined at the next available Board of Trustees ~~meeting~~ in order to commence negotiations no later than October 1 of each year.

During the duration of this Agreement ~~both parties~~ CSEA and the District agree in principle to review the ~~contract Agreement~~ 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. Education Employment Relations Act (Government Code §§ 3540-3549.3) and are not subject to the Grievance Procedures (Article VI).

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

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.

Tentatively agreed on: May 4, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

AR

05/11/22

Angelica Reyes,

CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

CLASSIFIED EMPLOYEES SALARY SCHEDULE
Effective July 1, 2021

Row	LONGEVITY*									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
1	2330.23	2446.68	2569.06	2697.47	2832.34	2973.95	3122.65	3278.78	3442.72	3683.72
2	2388.49	2507.91	2633.30	2764.94	2903.17	3048.34	3200.75	3360.79	3528.82	3775.84
3	2448.15	2570.56	2699.11	2834.07	2975.78	3127.07	3283.41	3447.59	3619.99	3873.39
4	2509.40	2634.89	2766.61	2904.97	3050.21	3202.75	3362.88	3531.05	3707.56	3967.10
5	2572.16	2700.79	2835.76	2977.62	3126.47	3282.78	3446.91	3619.28	3800.22	4066.23
6	2636.45	2768.21	2906.66	3052.06	3204.60	3364.87	3533.10	3709.76	3895.26	4167.93
7	2702.36	2837.45	2979.38	3128.29	3284.72	3448.96	3621.41	3802.48	3992.59	4272.08
8	2769.88	2908.37	3053.83	3206.54	3366.86	3535.17	3711.91	3897.50	4092.40	4378.87
9	2839.14	2981.08	3130.17	3286.67	3450.99	3623.60	3804.75	3995.00	4194.76	4488.39
10	2910.09	3055.63	3208.40	3368.81	3537.26	3714.11	3899.86	4094.83	4299.55	4600.52
11	2982.85	3131.98	3288.64	3453.03	3625.70	3806.99	3997.30	4197.19	4407.04	4715.53
12	3057.45	3210.28	3379.90	3539.34	3716.30	3902.10	4097.21	4302.07	4517.17	4833.37
13	3133.87	3290.61	3455.11	3627.90	3809.26	3999.78	4199.77	4409.74	4630.22	4954.34
14	3212.22	3372.87	3541.49	3718.60	3904.52	4099.76	4304.74	4519.97	4745.97	5078.19
15	3292.53	3457.17	3629.99	3811.49	4002.05	4202.18	4412.27	4632.88	4864.53	5205.06
16	3374.88	3543.59	3720.80	3906.82	4102.18	4307.28	4522.64	4748.80	4986.22	5335.26
17	3459.23	3632.20	3813.80	4004.45	4204.67	4414.89	4635.62	4867.41	5110.79	5468.54
18	3545.71	3723.02	3909.14	4104.62	4309.86	4525.35	4751.62	4989.18	5238.67	5605.36
19	3634.34	3816.05	4006.88	4207.22	4417.58	4638.43	4870.36	5113.88	5369.60	5745.46
20	3725.19	3911.52	4107.09	4312.38	4528.00	4754.41	4992.14	5241.74	5503.83	5889.10
21	3818.34	4009.26	4209.71	4420.22	4641.23	4873.30	5116.95	5372.82	5641.45	6036.37
22	3913.76	4109.47	4314.96	4530.70	4757.20	4995.12	5244.89	5507.11	5782.48	6187.26
23	4011.64	4212.20	4422.80	4643.93	4876.10	5119.93	5375.91	5644.70	5926.96	6341.82
24	4111.88	4317.51	4533.35	4760.08	4998.03	5247.95	5510.38	5785.89	6075.18	6500.45
25	4214.72	4425.48	4646.71	4879.08	5123.08	5379.17	5648.13	5930.52	6227.07	6662.94
26	4320.08	4536.13	4762.92	5001.08	5251.12	5513.70	5789.37	6078.85	6382.78	6829.58
27	4428.10	4649.54	4881.98	5126.10	5382.39	5651.54	5934.10	6230.82	6542.34	7000.31
28	4538.81	4765.69	5004.00	5254.20	5516.88	5792.78	6082.40	6386.53	6705.87	7175.28
29	4652.31	4884.88	5129.15	5385.57	5654.89	5937.61	6234.49	6546.23	6873.53	7354.69
30	4768.56	5006.99	5257.35	5520.20	5796.21	6086.06	6390.36	6709.90	7045.41	7538.57
31	4887.81	5132.23	5388.83	5658.28	5941.15	6238.22	6550.14	6877.66	7221.52	7727.03
32	5009.97	5260.47	5523.51	5799.69	6089.65	6394.16	6713.84	7049.53	7402.01	7920.16
33	5135.25	5391.97	5661.62	5944.65	6241.90	6553.98	6881.68	7225.80	7587.08	8118.17
34	5263.62	5526.78	5803.17	6093.34	6398.02	6717.91	7053.80	7406.49	7776.81	8321.19
35	5395.20	5664.97	5948.20	6245.62	6557.89	6885.76	7230.05	7591.55	7971.12	8529.10
36	5530.07	5806.57	6096.88	6401.79	6721.89	7057.97	7410.86	7781.39	8170.46	8742.39
37	5668.35	5951.77	6249.37	6561.83	6889.96	7234.44	7596.18	7975.97	8374.78	8961.02
38	5810.14	6100.56	6405.56	6725.87	7062.12	7415.23	7786.00	8175.28	8584.08	9184.96
39	5955.35	6253.09	6565.69	6894.03	7238.77	7600.72	7980.75	8379.78	8798.76	9414.67
40	6104.18	6411.23	6729.86	7066.33	7419.70	7790.65	8180.18	8589.19	9018.65	9649.96
41	6256.83	6569.63	6898.09	7243.02	7605.18	7985.43	8384.71	8803.92	9244.14	9891.22
42	6413.17	6733.86	7070.53	7424.04	7795.19	8185.04	8594.30	9024.00	9475.22	10138.47
43	6573.50	6902.20	7247.30	7609.63	7990.15	8389.65	8809.13	9249.60	9712.07	10391.91
44	6737.84	7074.75	7428.50	7799.85	8189.91	8599.37	9029.35	9480.80	9954.85	10651.69
45	6906.28	7251.63	7614.19	7994.85	8394.67	8814.37	9255.07	9717.82	10203.73	10917.99

46	7077.21	7432.91	7804.52	8194.73	8604.49	9034.74	9486.46	9960.78	10458.82	11190.93
47	7255.94	7618.71	7999.64	8399.61	8819.60	9260.59	9723.63	10209.81	10720.30	11470.73
48	7437.30	7809.14	8199.64	8609.59	9040.08	9492.09	9966.68	10465.02	10988.26	11757.44

*Longevity based on years of service with the District - Advancement after the completion of the listed years: 5% (Step 7)= 9 yrs, 5% (Step 8)=14 yrs, 5% (Step 9)=19 yrs, 7% (Step 10)=24 yrs

Continuing Professional Growth Stipends ~~\$ 25~~ Per 20 CPGU, Maximum \$300

Tentatively agreed on: April 13, 2022

FOR THE ASSOCIATION

Saadat Aziskhanova

Saadat Aziskhanova, Chief Negotiator

AR 4/20/22

Angelica Reyes,

CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

**Appendix B2
Professional Growth Stipend Schedule**

Professional Growth Unit Increments	Professional Growth Stipend Amount Per Unit Increment(s) Earned	Professional Growth Unit Increment(s) Multiplied By Professional Growth Stipend; Total Professional Growth Monthly Stipend
20 units = 1 Increment	\$25.00	# of increments x Professional Growth Stipend Amount = Total Professional Growth Monthly Stipend Example: 7 increments (140 CPGUs) x \$25.00 = \$175.00 Professional Growth Monthly Stipend
40 units = 2 Increments		
60 units = 3 Increments		
80 units = 4 Increments		
100 units = 5 Increments		
120 units = 6 Increments		
140 units = 7 Increments		
160 units = 8 Increments		
180 units = 9 Increments		
200 units = 10 Increments		
220 units = 11 Increments		
240 units = 12 Increments		

Upon bargaining unit ratification and Board of Trustee adoption, Appendix B2 shall be updated based on negotiated increases to stipend amounts.

Tentatively agreed on: March 30, 2022

FOR THE ASSOCIATION

Saadat Aziskhanova
Saodat Aziskhanova, Chief Negotiator


Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons
Victoria Simmons, VP, HR, Chief Negotiator

**Tentative Agreement
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**Appendix "C"
CLASSIFIED CLASSIFICATIONS AND SALARY RANGES**

Bargaining Unit Classification: one or more classifications in the bargaining unit that have the same designated title and minimum qualifications, and share a common salary range.

Classification Series: a group of hierarchical classifications which are closely related and in which the higher classifications within the series require the skills, knowledge and abilities necessary to perform any of the duties of any lower classification within the series.

Classification Family: classifications, and classification series, which are related to one another by the nature of the general duties performed, and which require somewhat similar knowledge, skills and abilities.

Classifications and Salary Ranges: The Classified classifications (job titles) and salary ranges are listed below.

The District shall have the right to create new positions as needed.

ADMINISTRATIVE SERVICES CLASSIFICATION FAMILY	
<u>Accounting Classification Series</u>	Range
Accounting Clerk	22
Senior Accounting Clerk	27
Student Fees Assistant Technician	27
Accounting Technician	31
Employee Benefits Technician	31
Payroll Technician	31
Student Employment Services Technician	31
Student Fees Technician	31
Grants Accounting Specialist	33
Accountant Foundation	36
Assistant District Accountant	40
Foundation Accountant & Business Operation Specialist	42
<u>Administrative Services Classification Series</u>	
Office Assistant I	14
College Information Operator	16
<u>Administrative Services Classification Series (continued)</u>	Range
Instructional Services Specialist	31
Instructional Support Specialist	31
<u>Marketing Classification Series</u>	
Graphic Designer	32
Public Information Coordinator	36
Sports Information and Development Coordinator	36
Computer Graphics Analyst	40
Web Coordinator	40
<u>Business Services Classification Series</u>	
Business Services Technician	31
Senior Business Services Technician	35
<u>Mail Services Classification Series</u>	
Mail Services Worker	15

Office Assistant II	17	Senior Mail Services Worker	22
Office Assistant III	20		
Faculty Development Assistant	23	<u>Document Services Classification Series</u>	
Administrative Assistant I	24	Senior Document Services Assistant	24
Administrative Assistant II	27	Lead Reprographics Technician	27
Administrative Assistant III	31		
		<u>Human Resources Classification Series</u>	
Governance Office Coordinator	31	Human Resources Assistant	23
		Human Resources Generalist	31
		Senior Human Resources Generalist	36

ATHLETICS CLASSIFICATION FAMILY

<u>Athletic Equipment Classification Series</u>	Range	<u>Athletic Trainer Classification Series</u>	Range
Athletic Equipment Attendant	18	Assistant Athletic Trainer	21
		Fitness Center Technician	28
		Athletic Trainer	35

CAMPUS SECURITY CLASSIFICATION FAMILY

<u>Campus Police Classification Series</u>	Range	<u>Campus Police Classification Series (continued)</u>	Range
Police Communication & Record Specialist	26	Police Officer	37
Police Officer Trainee	29	Police Corporal	42

COMPUTER CLASSIFICATION FAMILY

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

<u>Custodial Classification Series</u>	Range	<u>Facilities Classification Series</u>	Range
Custodian	16	Skilled Crafts Maintenance Worker I	29
Senior Custodian	20	HVAC Technician	34
Utility Worker	22	Electrician	34
Head Custodian	24	Plumber	34
Lead Utility Worker	28	Lock Smith	34
Senior Head Custodian	29	Skilled Crafts Maintenance Worker II	34
<u>Gardening Classification Series</u>		<u>Receiving Classification Series</u>	

Gardener	18	Warehouse Worker	22
Head Gardener	24	Lead Warehouse Worker	29

FOOD SERVICES FAMILY	
<u>Food Services Series</u>	Range
Cook	10
Lead Food Services Worker	15

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

DATA OPERATIONS CLASSIFICATION SERIES	
<u>Data Operations Specialist</u>	35

STUDENT SUPPORT CLASSIFICATION FAMILY

Research Classification Series

Planning and Research Analyst 38

<u>Admission & Records Classification Series</u>	Range	<u>Student Services Classification Series</u>	Range
Enrollment Services Assistant	18	Student Services Assistant I	17
Enrollment Services Technician	23	Student Assessment Assistant	20
Enrollment Services Shift Lead	27	Student Services Assistant II	23
Enrollment Service Support Technician	31	Student Assessment Technician	26
Veterans Center Coordinator	31		

Senior Enrollment Services Specialist	36
Senior Enrollment Services Support Technician	36
<u>Financial Aid Classification Series</u>	
Financial Aid Data Assistant	21
Financial Aid Assistant Technician	23
Financial Aid Audit Technician	30
Financial Aid Technician	31
Senior Financial Aid Technician	36
<u>Operations Analyst Classification Series</u>	
Operations Analyst	40
<u>Interpreter Classification Series</u>	
Lead Interpreter/Coordinator	36

Student Services Technician	31
Senior Student Services Technician	35
Student Services Program Coordinator	36
Senior Coordinator International Student Program	38
Senior Coordinator Student Services Program	38
<u>Assistive Technology Support Services Classification Series</u>	
Alternate Media Service Provider	38
<u>Student Support Clerk Classification Series</u>	
Health Clerk	10
Health Clerk II	17
Program Assistant	17
Nursing Program Specialist	28
Program Specialist	28
<u>Nursing Classification Series</u>	
Nurse Associate	37

Tentatively agreed on: June 1, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator



06/01/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

APPENDIX "D1"
2022-2023 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTH	HOLIDAY	College Closed	DAYS IN PAID SERVICE
JULY	07/04/22		20
AUGUST			23
SEPTEMBER	09/05/22		21
OCTOBER			21
NOVEMBER	11/11/22 11/24/22 11/25/22	11/26/22*	19
DECEMBER	12/23/22 12/27/22 12/28/22 12/29/22 12/30/22 12/31/22		16
JANUARY	01/02/23 01/16/23		20
FEBRUARY	02/17/23 02/20/23		18
MARCH	03/31/23		22
APRIL	04/24/23		19
MAY	05/29/23		22
JUNE	06/19/23		21
TOTAL DAYS IN PAID SERVICE =			242

9 MONTH EMPLOYEES work from 07/01/22 - 06/30/23

- Vacation days shall be used for Spring break (4/17/23 — 4/22/23) and December non-work days.
- 9 month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/22 - 06/30/23

- Vacation days shall be used for Spring break (4/17/23 — 4/22/23)
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MONTH EMPLOYEES work from 07/01/22 - 06/30/23

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

12 MONTH EMPLOYEES work from 07/01/22 - 06/30/23

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


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

Tentatively agreed on: May 25, 2022

FOR THE ASSOCIATION

Saadat Aziskhanova

Saadat Aziskhanova, Chief Negotiator

 06/01/22

Angelica Reyes,

CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

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

Appendix E1

[NeoGov Perform Software Link](#)

**GLENDALE COMMUNITY COLLEGE CLASSIFIED EMPLOYEE PERFORMANCE
EVALUATION**

Name: _____		Job Title: _____							
Dept: _____		Evaluation Period: _____							
		Next Evaluation Period: _____							
Employee Status:		Type of Evaluation:							
<input type="checkbox"/> Permanent		<input type="checkbox"/> Regular <input type="checkbox"/> Unscheduled							
<input type="checkbox"/> Probation		<input type="checkbox"/> 2 month <input type="checkbox"/> 5 month (Final)							
		Extension Date extended until: _____							
		<input type="checkbox"/> Did not pass probation							
Factor:		Performance Rating							
Indicate the performance rating by selecting the appropriate box for each factor.		<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 15%;">Exceeds</td> <td style="width: 15%;">Meets</td> <td style="width: 15%;">Needs Improvement</td> <td style="width: 15%;">Unsatisfactory</td> <td style="width: 15%;">Not applicable</td> </tr> </table>		Exceeds	Meets	Needs Improvement	Unsatisfactory	Not applicable	Use comments to describe employee's strengths and weaknesses. A rating of "Unsatisfactory" requires a "Plan for Improvement" (see page 2). Additional comments may be attached on a separate sheet of paper.
				Exceeds	Meets	Needs Improvement	Unsatisfactory	Not applicable	
Overall Performance Rating: _____									
1 QUALITY OF WORK		Comments:							
Accurate, neat, thorough									
Complies with applicable procedures		Comments:							
<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> </tr> </table>				○	○	○	○	○	
○	○	○	○	○					
2 QUANTITY OF WORK		Comments:							
Completes work as scheduled									
Handles a variety of tasks/projects		Comments:							
<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> </tr> </table>				○	○	○	○	○	
○	○	○	○	○					
3 WORK HABITS		Comments:							
Attendance, observes work hours									
Observes safety rules & regulations									
Complies with work instructions									
Applies knowledge of applicable policies and procedures									
Organizes and completes work within established deadlines		Comments:							
<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> </tr> </table>				○	○	○	○	○	
○	○	○	○	○					
4 PERSONAL RELATIONS		Comments:							
Interacts professionally and effectively with others									
<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> <td style="width: 15%;">○</td> </tr> </table>		○	○	○	○	○			
○	○	○	○	○					

Professional Presentation							
Manages difficult situations/people							
5 INITIATIVE							Comments:
Adapts to new situations or new work methods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Performs duties with minimal instruction							
Performs duties with minimal supervision							
Informs supervisor of work status							
6 KNOWLEDGE							Comments:
Knowledge of job related laws, policies, procedures, and principles	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Understands related job tasks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Provides accurate and appropriate information to inquiries	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
7 COMMUNICATION							Comments:
Clear and concise verbal and written communication	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Uses appropriate tone and non verbal cues when communicating with others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Respectfully listens to others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
8 SUPERVISORY ABILITY WORK DIRECTION AND OVERSIGHT							Comments:
Provides effective work direction and appropriate feedback	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Supervises Oversees student workers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Name: _____

Job Title: _____

Complete Section 1 (if applicable) by indicating any special projects, assignments, and/or training related to the employee's job and/or institutional/programmatic goals. Section 2 is required to be completed and include a Plan for Improvement for all "Unsatisfactory" performance ratings. Additional comments may be attached on a separate sheet of paper.

Section 1:

Indicate the employee's accomplishments (i.e. special projects, assignments, and/or training) during this evaluation period.

Section 2:

Plan for Improvement, if applicable (required for all "unsatisfactory" ratings).

Additional comments:

Employee's Signature: _____

Date: _____

Manager's Name: _____

Manager's Signature: _____

Date: _____

Note: Signing this form does not imply agreement with the content of the evaluation. The employee may submit a written response to this evaluation.

Send original to Human Resources Department. Make one copy for employee.

Rev 3/2022 ~~4/2016~~

Tentatively agreed on: March 16, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

AR

03/23/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

**Tentative Agreement
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Glendale Community College District**

APPENDIX "H"

CLASSIFIED EMPLOYEE ~~Flex~~ NON-TRADITIONAL WORKWEEK CONTRACT

Any deviation from the traditional five (5) day, forty (40) hour workweek is ~~by advance mutual consent of the employee and management, by written agreement~~ schedule must be agreed to in advance, by mutual consent, between the employee and ~~management supervisor,~~ no less than five (5) working days prior to the start date of the ~~altered non-traditional~~ schedule (Article VII, Section 3B-1)

Name of Classified Employee: _____

Name of ~~Immediate~~ Management Supervisor: _____

Request for ~~Non-Traditional~~ Flex Workweek Schedule for the following period:

Start Date: _____ End Date: _____

Complete **1st WEEK** and **2nd WEEK** for 9/80 plan. Complete **1st WEEK** for 4/40 plan.

DAY OF WEEK	START TIME	END TIME	TOTAL HOURS
1st	MONDAY	:	:
W	TUESDAY	:	:
E	WEDNESDAY	:	:
E	THURSDAY	:	:
K	FRIDAY	:	:
2nd	MONDAY	:	:
W	TUESDAY	:	:
E	WEDNESDAY	:	:
E	THURSDAY	:	:
K	FRIDAY	:	:

EMPLOYEE SIGNATURE
I approve the requested ~~Flex~~ Non-Traditional Workweek schedule.

DATE

MANAGEMENT SUPERVISOR SIGNATURE

DATE

RETURN COPY TO OFFICE OF HUMAN RESOURCES

Tentatively agreed on: February 2, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

AR

03/02/22

Angelica Reyes,

CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

~~Compensatory Time (Article VII, section 8 of the contract states that comp time must be used within 90 days from the time the work was performed)~~

~~Overtime Pay (see contract Article VII, section 8 or Article XI, section 3 for applicable rates of pay)~~

Approved compensatory time shall be taken within ninety (90) days from the time the work was performed, or, if not taken during this time, the bargaining unit employee shall receive monetary overtime compensation as delineated in Article VII, Hours of Assignment, Section 7A.

Approved

Not Approved: Reason _____

Employee Name:
Title:

Employee's Signature

Supervisor's Signature

Date

Date

Tentatively agreed on: April 13, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator

AR

04/20/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator

**Tentative Agreement
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**Appendix N1
Tuition Reimbursement Form**

Employee Name

Title

Department

Email

Work Phone

Tuition Reimbursement may not exceed \$300 per fiscal year. Requests for Tuition Reimbursement must be submitted in the fiscal year the coursework was completed.

Provide a list of pre-approved coursework for which you are seeking tuition reimbursement:

In order to receive Tuition Reimbursement payment, you must submit the following documentation:

- A copy of your approved Employee Educational Plan
- Transcript copy noting the completed coursework with a grade of 'C' or higher or credit
- Receipt for tuition and/or books

Total Amount of Tuition Reimbursement requested (not to exceed \$300):

Funding is subject to staff development budget limitations.

Employee Signature

Date

Email completed form and documentation noted in the bullets above to the Office of Human Resources.

Vice President, Human Resources

Date

Classified Tuition Reimbursement Account Code: 01-1000-0-675000-5890

Tentatively agreed on: April 13, 2022

FOR THE ASSOCIATION

Saodat Aziskhanova

Saodat Aziskhanova, Chief Negotiator



04/20/22

Angelica Reyes,
CSEA Labor Relations Representative

FOR THE DISTRICT

Victoria Simmons

Victoria Simmons, VP, HR, Chief Negotiator