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

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

All full-time faculty shall receive two banked hours for the 2022-2023 academic year. To accommodate this, the limit on the maximum number of hours a faculty member may bank shall also be increased by an equivalent amount. These two banked hours shall be distinguished from other banked hours a full-time faculty member may have accrued and shall be accounted for separately.

Unless unbanked to make load due to class cancellation, the unbanking of these two hours shall be paid out upon retirement or separation from the District, regardless of the year.

DATE: 05/11/2023

Caroline DePiro, Chief Negotiator Glendale College Guild Brittany Grice, Chief Negotiator Glendale Community College District

by and between the
Glendale College Guild, Local 2276
and the

Glendale Community College District

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

ARTICLE VIII SALARIES

Section 1. Regular Contract Employees

- A. Regular contract employees include instructors, counselors, division chairs, specialists, faculty coordinators, faculty facilitators, student personnel workers and librarians. They shall be paid according to the Instructors Annual 10-month Salary Schedule -- Appendix "A," attached hereto and made a part of this Agreement, for work done up to a 100% full-time load, regardless of the load at which they are contracted.
- B. After January 1, 2013, no faculty member shall be hired as a regular contract employee for less than 60% of a full-time load.
- C. All regular contract faculty shall have the same opportunity to work overload, regardless of whether their contracted load is 100% or less than 100%.
- D. Regular contract employees who teach an overload credit class that runs the length of the Fall or Spring semester shall be paid equal checks each semester with each check equal to:

(# teaching units) X 17.5 X (rate on B Schedule) divided by 5

E. Regular contract employees who teach an overload non-credit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester with each check equal to:

(# non-credit hours per week) X 15.5 X (rate on B schedule) divided by 5

F. Regular contract employees who teach either an overload credit or overload non-credit class that is less than a semester in length or a class that starts after the beginning of the semester, shall earn the same total amounts as in Section D or E above. The exact amount of each check shall depend on how the class meeting dates match up with the County Payroll

schedule. Instructors who teach back to back eight week classes shall be paid using Section D or E above.

Section 2. Adjunct Faculty

A. Adjunct Faculty who teach a credit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester with each check equal to:

(# teaching units) X 17.5 X (rate on B1 Schedule) divide by 5

- B. Adjunct faculty who teach a noncredit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester with each check equal to:

 (# noncredit hours per week) X 15.5 X (rate on B1 Schedule) divided by 5
- C. Adjunct faculty who teach either a credit or noncredit class that is less than a semester in length or a class that starts after the beginning of the semester, shall earn the same total amount as in Section B or C above. The exact amount of each check—is shall depend on how the class meeting dates match up with the County Payroll schedule. Adjunct faculty who teach back-to-back eight week classes shall be paid using Sections B or C above. The exact amount of each check shall depend on how the class meeting dates match up with the County Payroll schedule. Adjunct faculty who teach back-to-back eight week classes shall be paid using Sections B or C above.
- D. Adjunct Faculty shall be paid for the first week of an assigned class, whenever that class is cancelled fewer than 2 weeks before the beginning of the term in which the class was to be offered.
- E. Non-instructional adjunct faculty are ineligible for holiday pay when the holiday falls on a normally scheduled workday. **Depending on operational needs and budget resources, the District will strive to offer additional hours to non-instructional adjunct faculty affected by variation in scheduled weekly hours due to a holiday.**

DATE: ______

Caroline DePiro, Chief Negotiator

Brittany Grice, Chief Negotiator

Glendale College Guild

Glendale Community College District

by and between the
Glendale College Guild, Local 2276
and the

Glendale Community College District

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

ARTICLE III GUILD RIGHTS

Section 1. Academic Freedom

- A. Purpose of Academic Freedom
 - 1. The District and the Guild recognize that institutions of higher education are conducted for the common good which depends on the free expression of ideas.
 - 2. Recognizing that the search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Guild shall strive to promote and protect Academic Freedom.
 - 3. Academic Freedom in teaching is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom in learning.
- B. Nothing in this Academic Freedom provision of the contract prevents the District from taking disciplinary action against a faculty member for unprofessional or unlawful conduct.
- C. Nothing in this article is designed to diminish the Academic Freedoms and Academic Responsibilities in Board Policy 4030.

Section 2. Protection of Faculty Members

- A. A faculty member shall not be subject to an adverse action affecting the faculty member's hiring, promotion, or employment status with the District for any of the following:
 - 1. For exercising the freedom to examine, explore, or endorse unpopular or controversial ideas either in the classroom teaching or in discussion with students outside the classroom or in academic research or publication.

- 2. For selecting or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas.
- For selecting, recommending or making available the books and materials
 presenting all points of view including materials of interest, information, and
 enlightenment without regard to class, race, ethnicity, or social, political, or
 religious views of the author.
- 4. For speaking or writing as a citizen, when the faculty member indicates that he/she is not speaking for the District
- B. The District and the Guild shall be committed to the principles of due process and to resolving performance problems at the informal level, whenever possible. However, when a problem persists, despite efforts to remediate the issue(s), the faculty member may be subject to discipline. Discipline shall be administered in a timely manner in accordance with the California Education Code, including but not limited to sections 87666 to 87683 and 87732 to 87737. A faculty member shall not be reprimanded, suspended, or dismissed without just cause.

If the District requests a meeting with a faculty member which could result in the discipline of the faculty member, the District will notify the faculty member of his/her right to have a Guild representative at the meeting.

In the event that the District receives a report of alleged faculty misconduct that must be investigated for fact-finding and appropriate response, the District shall conduct a reasonably prompt, thorough and equitable review of the matter. To that end, the District shall endeavor to hold its initial meeting with the faculty member accused of misconduct at the earliest reasonable opportunity. In the event it is determined necessary to place an accused faculty member on administrative leave, unless impracticable, appropriate notice shall be given and a meeting shall be held to serve the notice of leave. (See Education Code Section 87623)

Section 3. Responsibilities of Faculty Members

- A. The faculty member shall treat the students with respect.
- B. The faculty member shall fulfill his/her professional obligation and be able to defend the relevance of instructional activities as they relate to course materials, development of critical thinking, debate or research.
- C. Assessing student learning outcomes (SLO's) and reporting the results are part of the obligations of all instructors, including adjunct instructors. Adjunct faculty shall not be required to create, edit, discuss or explain results of SLO's.
- D. All faculty will be required to participate in a training focused on cultural responsiveness,

antiracism, and eradicating bias in the educational environment every three years. This training will be developed by the District in collaboration with the Guild, and made available throughout the academic year. The training time may be credited to the faculty member's "Flexible Calendar" obligation (flex time). In the event a part-time faculty member presents verification of completion of a comparable training as evidence of satisfying their training obligation under this section, the faculty member's submission shall be duly reviewed under a rubric agreed upon by the parties and accepted if it meets the jointly established criteria.

DATE: 5/11/2023

Caroline DePiro, Chief Negotiator

Glendale College Guild

Brittany Grice, Chief Negotiator

Glendale Community College District

by and between the Glendale College Guild, Local 2276 and the

Glendale Community College District

Article VI HOURS

...

Section 6. Released Time Assignments

With released time, a faculty member is released from their full time contractual obligation, which is expressed as a percentage of either load or hours of weekly obligation. (see appendix J). An employee who has released time shall have office hours and other such obligations reduced proportionately (regarding reduced load for unbanking, see Article VI, Section 10, k.). There are two forms of Released Time/Extra Pay (RT/EP) assignments allowed in the Contract. The first are RT/EP positions provided for in the Contract. The Second are RT/EP assignments that are assigned by the District to perform specific non-instructional duties, or special assignments RT/EP positions (see AR 7162).

For special assignment RT/EP positions,—The District and Guild agree to formally recognize the Glendale College Release Time/Extra Pay (RT/EP) Committee. The RT/EP Committee has the responsibility to review assignments that include duties beyond those normally required under the contract, and to make recommendations to the Campus 32 Executive Committee. An RT/EP position shall be voluntary and shall not interfere with the employee's non-released time contractual responsibilities. The evaluation of released time or extra pay duties is independent of the evaluations specified in the contract and relates only to the position specified. Changes in released time or extra pay assignments that are related to collective bargaining and covered in the contract are subject to negotiations, and will not be addressed by the RT/EP Committee.

A released time position is that percentage of the employee's weekly-assignment on campus.

For Contract specific RT/EP positions, changes in released time or extra pay assignments that are related to collective bargaining and covered in the contract are subject to negotiations and will not be addressed by the RT/EP Committee.

By the second week of each semester, **the District will publish** The RT/EP Committee will publish on the campus web site by the second week of each semester a complete list of current non-contractual assignments, including the position, individual occupying and supervisor of the position, term an amount of released time and or stipend. Also published will be a current list of position openings.

•••

APPENDIX J

With released time, a faculty member is released from their full time contractual obligation, which is expressed as a percentage of either load or hours of weekly obligation.

Adjunct extra pay work is exempt from and does not count towards calculating eligibility for full-time, contract, or regular status. (Education Code Section 87482.5) Extra pay shall not be awarded to individuals for work that is claimed for flex time.

Charts for release time for unit loads

Load 14 units

- 10% 1.4 units/hours RT per semester
- 20% 2.8 units/hours RT per semester
- 30% 4.2 units/hours RT per semester
- 40% 5.6 units/hours RT per semester
- 50% 7 units/hours RT per semester
- 60% 8.4 units/hours RT per semester
- 70% 9.8 units/hours RT per semester
- 80% 11.2 units/hours RT per semester

Load 15 units

- 10% -1.5 units/hours RT per semester
- 20% 3 units/hours RT per semester

- 30% 4.5 units/hours RT per semester
- 40% 6 units/hours RT per semester
- 50% 7.5 units/hours RT per semester
- 60% 9 units/hours RT per semester
- 70% 10.5 units/hours RT per semester
- 80% 12 units/hours RT per semester

Load 16 units

- 10% 1.6 units/hours RT per semester
- 20% 3.2 units/hours RT per semester
- 30% 4.8 units/hours RT per semester
- 40% 6.4 units/hours RT per semester
- 50% 8 units/hours RT per semester
- 60% 9.6 units/hours RT per semester
- 70% 11.2 units/hours RT per semester
- 80% 12.8 units/hours RT per semester

Load 18 units

- 10% 1.8 units/hours RT per semester
- 20% 3.6 units/hours RT per semester
- 30% 5.4 units/hours RT per semester
- 40% 7.2 units/hours RT per semester
- 50% 9 units/hours RT per semester
- 60% 10.8 units/hours RT per semester
- 70% 12.6 units/hours RT per semester
- 80% 14.4 units/hours RT per semester

Load 19 units

- 10% 1.9 units/hours RT per semester
- 20% 3.8 units/hours RT per semester
- 30% 5.7 units/hours RT per semester
- 40% 7.6 units/hours RT per semester
- 50% 9.5 units/hours RT per semester
- 60% 11.4 units/hours RT per semester
- 70% 13.3 units/hours RT per semester
- 80% 15.2 units/hours RT per semester

Load 21 units/hours

- 10% 2.1 units/hours RT per semester
- 20% 4.2 units/hours RT per semester
- 30% 6.3 units/hours RT per semester
- 40% 8.4 units/hours RT per semester
- 50% 10.5 units/hours RT per semester
- 60% 12.6 units/hours RT per semester
- 70% 14.7 units/hours RT per semester
- 80% 16.8 units/hours RT per semester

Load 24 units/hours

- 10% 2.4 units/hours RT per semester
- 20% 4.8 units/hours RT per semester
- 30% 7.2 units/hours RT per semester
- 40% 9.6 units/hours RT per semester
- 50% 12 units/hours RT per semester
- 60% 14.4 units/hours RT per semester
- 70% 16.8 units/hours RT per semester
- 80% 19.2 units/hours RT per semester

Charts for release time based on weekly obligation hours Release Time from the 30-hour weekly obligation

- 10% 3 hours RT
- 20% 6 hours RT
- 30% 9 hours RT
- 40% 12 hours RT
- 50% 15 hours RT
- 60% 18 hours RT
- 70% 21 hours RT
- 80% 24 hours RT

Non-instructional Counseling Faculty (25 student contact hours):

- 10% 2.5 student contact hours subtracted
- 20% 5 student contact hours subtracted
- 30% 7.5 student contact hours subtracted
- 40% 10 student contact hours subtracted

- 50% 12.5 student contact hours subtracted
- 60% 15 student contact hours subtracted
- 70% 17.5 student contact hours subtracted
- 80% 20 student contact hours subtracted

DATE: 5/11/2023

Caroline DePiro, Chief Negotiator

Glendale College Guild Glendale

Brittany Grice, Chief Negotiator

Community College District

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

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), in order to implement this agreement concerning the 2023-24 work year, hereby agree replace Appendices C and D (effective June 17, 2023) in their collective bargaining agreement with the following amended updates.

The summer session shall begin on June 20, 2023 and end on August 25, 2023 (with July 4, 2023 being a non-working day).

APPENDIX C1 WORK YEAR – INSTRUCTIONAL FACULTY, LIBRARY, SPECIALISTS 2023 – 2024

MONTH		TOTAL
First	8/28/2023 thru 9/30/2023 Non-working day: 9/4	24 days
Second	10/2/2023 thru 10/31/2023	22 days
Third	11/1/2023 thru 11/30/2023 Non-working days: 11/10 and 11/23 thru 11/25	19 days
Fourth	12/1/2023 – 12/30/2023 Non-working days: 12/18 thru 12/30	11 days
Fifth	Winter Intersession: 1/8/2024 thru 2/15/2024 Non-working days: 1/1 thru 1/7 and 1/15 and 2/16 thru 2/19	0 days
Sixth	2/20/2024 thru 2/29/2024	8 days
Seventh	3/1/2024 thru 3/30/2024	21 days
Eighth	4/2/2024 thru 4/30/2024 Non-working days: 4/1 and 4/15 thru 4/20 and 4/24	16 days

Ninth	5/1/2024 thru 5/31/2024 Non-working day: 5/27	22 days
Tenth	6/3/2024 thru 6/44 12 /2024 Graduation 6/ 15 12 /2024, 7 p.m. Non-working day: 6/19	10 8 days

Total 153 Instructional Days (M-F)

Total Work Days: 458 **156** days, including the four flex days on December 18 - 21 and one flex day June 15. The September 8, 2023 Institute Day is a mandatory flex activity on campus for contract faculty. Class grades are due at 11:59 pm on the Friday **Tuesday** after the final exam day of the term.

District recognized holidays are considered compensable and non-duty days for bargaining unit members scheduled to work. No course shall be required to meet beyond the state mandated number of instructional hours. The following general principle applies to compressed calendar assignments: Working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he or she were working on a regular 18-week calendar.

APPENDIX C2

Section 1. WORK YEAR – FULL-TIME COUNSELORS
2023—2024

TOTAL 182 days + institute day + 7 additional days* = 190

MONTH	DAYS	Scheduled	lay be scheduled for 7 additional days the months indicated below to reach the mandatory 190 days
August	8/14/2023 thru 8/25/2023 8/28/2023 thru 8/31/2023	4 days	*up to 7 days
September	9/1/2023 thru 9/30/2023 Non-working day: 9/4	20 days	
October	10/2/2023 thru 10/31/2023	22 days	
November	11/1/2023 thru 11/30/2023 Non-working days: 11/10 and 11/23 thru 11/25	19 days	
December	12/1/2023 thru 12/15/2023 Non-working days: 12/18 thru 12/30	11 days	requires mutual agreement between the manager and counselor to work up to 4 days
January	1/8/2024 thru 1/31/2024 Non-working days: 1/1 thru 1/7 and 1/15	17 days	requires mutual agreement between the manager and counselor to work up to 4 days
February	2/1/2024 thru 2/29/2024 Non-working days: 2/16, 2/19	19 days	
March	3/1/2024 thru 3/30/2024 Non-working day: 3/31	21 days	
April	4/2/2024 thru 4/30/2024 Non-working days: 4/1 Cesar Chavez Day (Paid Holiday) and 4/15 thru 4/21 Spring Break 4/24, Armenian Genocide Remembrance Day (Paid Holiday)	17 days	requires mutual agreement between the manager and counselor to work up to 5 days
May	5/1/2024 thru 5/31/2024 Non-working day: 5/27	22 days	
June	6/1/2024 thru 6/1412/2024 Commencement 6/1512/2024 9am7pm 6/19/2024 thru 6/30/2024 Non-working day: 6/19	10 8 days 1 day	*up to 7 days

TOTAL 182 days + institute day + 7 additional days* = 190 days or 1330 hours

The September 8, 2023 Institute Day is a mandatory flex activity on campus for counselors.

Cesar Chavez Day, Armenian Genocide Remembrance Day April 24, 2024, and Juneteenth are District recognized holidays that are considered compensable and non-duty days for full-time counselors scheduled to work.

If any of the provisions of Appendix C2, Section1 conflict with Appendix C2, Sections 2-6 or Article VI, Section 20, then Appendix C2, Section 1 shall be controlling for the 2023-2024 academic year.

Section 2. Coincide with Instructional Calendar

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

Section 3. Remaining 13 Days

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

Section 4. Additional 21- Day Summer Block

Counselors are not limited to 147 hours of summer work.

Contract counselors opting to work an additional block of twenty-one (21) days (or 147 hours) shall work these twenty-one (21) additional days beyond the one hundred ninety (190) days currently worked for a total of two-hundred eleven (211) days. These days shall be worked in either the month of July or the month of August.

Counselors not choosing to work an additional twenty-one (21) day block shall have the right of first refusal for any hourly assignments offered within said counselor's unit.

Section 5. Staffing Levels

Coverage shall be as close as possible to 50%, given the number of counselors in each organizational unit, for the time blocks listed in Sections 1 and 2 above. Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) in either July or August shall work their additional 13 days in June. These counselors shall be

scheduled first which may result in 190 day counselors being required to work their thirteen (13) additional days immediately before the beginning of the fall semester. Counselors shall be guaranteed four consecutive non-paid weeks off during the months of July or August. Counselors electing to take these four consecutive weeks off during the winter intersession may do so, but no counselor shall be compelled to do so.

Section 6. Determining Priority for Scheduling

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

Appendix D DIVISION CHAIR CALENDAR REGULATIONS

Generic Division Chair Work Year Calendar*

The Division Chair Work Year is composed of **199** 201 work days as previously negotiated. These **199** 201 days are broken into the following categories.

Days Assigned	Running Total
a) The five work days prior to the start of the fall term (excluding Labor Day if it falls during this period). [5]	5
b) The first work day after finals are over in December. [1]	6
c) The first five days of the winter intersession. [5]	11
d) The last five days of the 6-week winter intersession. [5]**	16
e) Graduation Day [1]	17
f) The first two work days immediately following the end of finals in June. [2]	19
g) The first full week of a summer school session, which may be a single 6-week session or one of two 5-week sessions. [4 or 5]	23 - 24
h) The last full week of the summer session worked; which may vary depending if there is one 6-week session or two 5-week sessions. [4 or 5]	27 - 29
i) Division Chairs will work every day of the fall and spring regular semesters, which vary in length due to holidays and other variables each year. [149]	176 - 178
j) Division Chairs will work an additional 13 days during either the winter or summer intersessions. These can be any combination of	189 - 191

26 half days or 13 whole days. [13]	
k) Division Chairs will work the remaining days owed to complete	201
their annual commitment of 201 days per year during times mutually	199
agreed upon with the Vice President of Instruction. [6-8]	

^{*}Each year (in advance) the administration shall compose a precise, month-by-month calendar based on this template.

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

Notes: 1. Division Chairs who get 80% RT for their assignment shall work Institute Day as their flex commitment for the year. Division Chairs with less that 80% RT shall substitute flex time for days in "k" category at a rate of 20% = one day.

2. Division Chairs shall take off four (4) consecutive work weeks during the summer as vacation. When the college offers two 5-week summer sessions, the district will provide 20% RT for an assistant chair to cover the period the Division Chair is on vacation.

>>>>

Pending Guild ratification/Board of Trustee adoption of the Tentative Agreement reached on May 19, 2022, adding the fulltime counselor work year to Appendix C2, the parties mutually agree to meet and negotiate Appendix C2, including Counselors Work Year during the 2022-2023 academic year. Article VI, Hours, and Appendix C2 for the 2023-2024 Work Year, shall be sunshined at the June 20, 2022 Board of Trustees meeting.

DATE: May 11, 2023

Caroline DePiro, Chief Negotiator

Glendale College Guild

Brittany Grice, Chief Negotiator

Glendale Community College District

^{**}The number of days worked at the end of the winter session are negotiable.

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

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

Article XIII Miscellaneous Provisions

. . .

Section 2. Conference and Travel

The District shall provide \$200 per full time equivalent faculty (FTEF) for conference attendance and travel. These funds shall be appropriated to all divisions **and library faculty** on the basis of a calculated FTEF based on all full time and adjunct faculty within a division **and among library faculty** as determined by the current fall FTEF total. These funds shall be made available to both full time and adjunct faculty.

DATE: 5/11/2023

Caroline DePiro, Chief Negotiator Glendale College Guild

Brittany Grice, Chief Negotiator Community College District

by and between the
Glendale College Guild, Local 2276
and the

Glendale Community College District

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

Article VI Hours

•••

Section 3. Office Hours

A. Office Hours Full-time Instructional Faculty

During the academic semester, full-time instructional faculty shall hold office hours according to the provisions delineated below:

- Full-time instructional faculty shall schedule and hold a minimum of five
 (5) office hours a week;
- Full-time non-instructional faculty, when assigned to teach, shall schedule and hold office hours proportional to full-time instructional faculty office hours using the calculation in C.2.a below.
- Each office hour should be divided into a minimum of 30 minute sessions;
- The total office hour session on any given day may not be greater than two hours and 30 minutes:
- Office hours may be held in a remote environment, on campus, or in person where assignment is performed.
- Posting Office Hours
 - Prior to the beginning of an academic semester, instructional faculty shall provide their chair with a schedule of office hours for students. The instructor shall also list office hours for students in all of the following where applicable:
 - course syllabus,
 - o on office doors or similar location,
 - o District website portal forms, and
 - learning management system

- *An academic semester's office hours requirement is the equivalent of five (5) hours per week when a course is shorter than 16-weeks.
- *For release time implications see Article VI, Section 6.

B. College Hour

Contract faculty shall not be required to conduct office hours between 12:20 p.m. and 1:30 p.m. on Tuesdays and Thursday. Faculty may schedule office hours between 12:20 p.m. and 1:30 p.m. on Mondays and Wednesday if they do not have a committee obligation at that time. Contract instructional faculty may only be scheduled to teach between 12:20 p.m. and 1:30 p.m. on Mondays and Wednesday with prior authorization from the Vice President of Instructional Services. A similar authorization may be obtained from Student Services faculty from the appropriate Student Services administrator.

C. Adjunct Faculty Office Hours

- 1. During the academic semester, adjunct faculty shall hold office hours according the provisions delineated below:
 - Office hours shall be proportional to full-time faculty office hours and based on discipline load;
 - Adjunct faculty must hold office hours each week of the academic semester, as scheduled in the syllabus;
 - Each office hour should be divided into a minimum of 20 minute sessions, when possible;
 - Office hours may be held in a remote environment, on campus, or in person where assignment is performed;
 - Office hours shall be paid in accordance to Appendix B 1;
 - Posting Office Hours
 - Within seven calendar days after the beginning of the assignment, instructional faculty shall provide their chair with a schedule of office hours for students. The instructor shall also list office hours for students in all of the following where applicable:
 - course syllabus,
 - District website portal forms, and
 - learning management system
- 2. An adjunct shall hold office hours proportional to their load based on one of the following formulas: All office hours are to be paid at the instructional rate of Appendix B1 Adjunct Hourly for semester classes. Credit and Noncredit Office Hour pay shall be determined by the following formulas:

a. Credit Course formula

16-week course

(Number of units assigned/Full-time load for assignment) x 5 = weekly office hours

Example:

(3 unit course/15 units) x 5 = 1 hour per week (see Discipline Load Table)

*Formula is proportional to a full-time load for a 16-week course.

8-week course example: $[(3 \text{ unit course/15 units}) \times 5] \times 2 = 2 \text{ hours per week}$

Example for unique patterns:

Teaching Units	Course Pattern	Weekly Office Hours
1	8 weeks	40 min
1	13 weeks	25 min
1	16 weeks	20 min
3	13 weeks	1 hour, 10 min
3	16 weeks	1 hour

b. Noncredit Course formula

16-week courses or less than 16-weeks courses (Number of hours assigned/Full-time hours for assignment) x 5 = weekly office hours

Example:

 $(14 \text{ hours}/21 \text{ units}) \times 5 = 3 \text{ hours and } 20 \text{ minutes per week}$

5. Request for Waiver of Adjunct Office Hours

Adjunct faculty may request a one-semester waiver of office hours through their division chair ongoing waiver of office hours through the Vice President of Instructional Services.

Adjunct faculty who receive an office hour waiver shall be given a 'not applicable' in the applicable section of their performance evaluation.

9. District administrative, classified management, and confidential employees will be paid on Appendix B1 and qualify for office hours if they teach as adjunct faculty.

...

Article VIII Salaries

•••

Section 2. Adjunct Faculty

A. Adjunct Faculty who teach a credit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester with each check equal to: (# teaching units) X 17.5 X (rate on the appropriate B1 Schedule for the load) divide by 5

- B. Adjunct faculty who teach a noncredit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester, with each check equal to: (# noncredit hours per week) X 15.5 X (rate on the appropriate B1 Schedule for the load) divided by 5
- C. Adjunct faculty who teach either a credit or noncredit class that is less than a semester in length or a class that starts after the beginning of the semester, shall earn the same total amount as in Section B or C above. The exact amount of each check shall depend on how the class meeting dates match up with the County Payroll schedule. Adjunct faculty who teach back-to-back eight week classes shall be paid using Sections B or C above. The exact amount of each check shall depend on how the class meeting dates match up with the County Payroll schedule. Adjunct faculty who teach back-to-back eight week classes shall be paid using Sections B or C above.
- D. Adjunct Faculty shall be paid for the first week of an assigned class, whenever that class is cancelled fewer than 2 weeks before the beginning of the term in which the class was to be offered.
- E. The Parties understand and agree that the load rates specified in Appendix B1 (LOADS 14-24) include the compensation for office hours required by the formula above and that it is

included in their salary. The Parties further agree that the District may return to its previous practice of compensating instructional hours and office hours separately using Appendix B1, hereinafter titled the B1 Non-Instructional Faculty Rate When Not Teaching. The different methodologies result in the same amount of compensation. The Guild expressly agrees to waive the right to meet and confer over both the District's decision to return to the previous method, as well as the impacts of the decision. The District can implement the change by doing nothing more than providing notice to the Guild of the change.

•••

APPENDIX B-1 (LOADS 14-24)

ADJUNCT HOURLY SCHEDULE (WITH PARITY)

Effective July 1, 2019

B-1

STEP	_	CLASS-I	-	CLASS-II	-	CLASS III	-	CLASS IV
1	-	58.69	_	61.22	-	63.93	-	66.64
2	-	61.22	_	63.93	-	66.64	-	69.46
3	_	63.93	_	66.64	-	69.46	-	72.45
4	_	66.64	-	69.46	-	72.45	-	75.53
6	_	69.46	_	72.45	-	75.53	_	78.73

Last updated December 18, 2019

Appendix B1 (LOAD 14)

To be used to determine pay in subjects loaded at 14 units. Compensation for office hours is already included in the pay for a given assignment.

<u>Step</u>	Class I	Class II	Class III	Class IV
1	83.63	87.24	91.11	94.96
2	87.24	91.11	94.96	98.98
3	91.11	94.96	98.98	103.24
4	94.96	98.98	103.24	107.64
6	98.98	103.24	107.64	112.20

Appendix B1 (LOAD 15)

To be used to determine pay in subjects loaded at 15 units. Compensation for office hours is already included in the pay for a given assignment.

<u>Step</u>	<u>Class I</u>	Class II	<u>Class III</u>	Class IV
1	82.16	85.71	89.51	93.29
2	85.71	89.51	93.29	97.24
3	89.51	93.29	97.24	101.43
4	93.29	97.24	101.43	105.75
6	97.24	101.43	105.75	110.23

Appendix B1 (LOAD 16)

To be used to determine pay in subjects loaded at 16 units. Compensation for office hours is already included in the pay for a given assignment.

<u>Step</u>	Class I	Class II	Class III	Class IV
1	80.88	84.37	88.11	91.84
2	84.37	88.11	91.84	95.72
3	88.11	91.84	95.72	99.84
4	91.84	95.72	99.84	104.09
6	95.72	99.84	104.09	108.50

Appendix B1 (LOAD 18)

To be used to determine pay in subjects loaded at 18 units. Compensation for office hours is already included in the pay for a given assignment.

<u>Step</u>	Class I	Class II	Class III	Class IV
1	78.74	82.14	85.78	89.41
2	82.14	85.78	89.41	93.19
3	85.78	89.41	93.19	97.20
4	89.41	93.19	97.20	101.34
6	93.19	97.20	101.34	105.63

Appendix B1 (LOAD 19)

To be used to determine pay in subjects loaded at 19 units. Compensation for office hours is already included in the pay for a given assignment.

<u>Step</u>	Class I	Class II	Class III	Class IV
1	77.84	81.20	84.80	88.38
2	81.20	84.80	88.38	92.12
3	84.80	88.38	92.12	96.09
4	88.38	92.12	96.09	100.18
6	92.12	96.09	100.18	104.43

Appendix B1 (LOAD 21)

To be used to determine pay in subjects loaded at 21 units. Compensation for office hours is already included in the pay for a given assignment.

<u>Step</u>	Class I	Class II	Class III	Class IV
1	76.29	79.58	83.11	86.63
2	79.58	83.11	86.63	90.29
3	83.11	86.63	90.29	94.18
4	86.63	90.29	94.18	98.19
6	90.29	94.18	98.19	102.35

Appendix B1 (LOAD 24)

To be used to determine pay in subjects loaded at 24 units. Compensation for office hours is already included in the pay for a given assignment.

<u>Step</u>	<u>Class I</u>	Class II	Class III	Class IV
1	74.46	77.67	81.12	84.55
2	77.67	81.12	84.55	88.12
3	81.12	84.55	88.12	91.92
4	84.55	88.12	91.92	95.83
6	88 12	91 92	95 83	99 89

B-1 Non-Instructional Faculty Rate When Not Teaching

STEP	CLASS I	CLASS II	CLASS III	CLASS IV
1	58.69	61.22	63.93	66.64
2	61.22	63.93	66.64	69.46
3	63.93	66.64	69.46	72.45
4	66.64	69.46	72.45	75.53
6	69.46	72.45	75.53	78.73

Office hours are not included in this rate.

Schedule B1 (LOADS 14-24) is based on a discipline's teaching obligation and is inclusive of office hours. Schedule B1 (LOADS 14-24) applies to part-time credit and non-credit instructional faculty during Fall and Spring semesters, hourly faculty teaching classes, short-term and long-term substitutes, faculty working in the Verdugo Fire Academy and faculty working in the Fitness Center.

Credit Adjunct Faculty Teaching Courses

Gross monthly teaching salary is determined by multiplying the hourly rate (based on step-column placement in Appendix B1 on the appropriate B1 Schedule for the load) by the number of weekly credit hours as specified in the course catalogue (not contact hours since we are doing a compressed schedule of these hours) of the teaching assignment and further multiplying by 17.5 and dividing the total by 5.

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

Non-credit Adjunct Faculty Teaching Courses

Gross monthly teaching salary is determined by multiplying the hourly rate (based on step-column placement in Appendix B1 on the appropriate B1 Schedule for the load) by the number of weekly non-credit hours of the teaching assignment and further multiplying by 15.5 and dividing the total by 5.

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

Credit Adjunct Conference Hour (Office Hour) Pay:

Conference pay shall be determined by taking the step-column placement from Appendix B1 \times weekly conference hour(s) \times 17.5 divided by 5 = monthly pay for office/conference hours.

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

Non-credit Adjunct Conference Hour (Office Hour) Pay:

Conference pay shall be determined by taking the step-column placement from Appendix B1 \times weekly conference hour(s) \times 15.5 divided by 5 = monthly pay for office/conference hours.

Formula: (Hourly rate x weekly conference hours x 15.5) divided by 5 = monthly pay.

Adjunct Counselor and Librarian Intersession Hourly Schedule

Schedule B1 applies to part-time counselor, librarian, and hourly faculty teaching classes which are shorter than 6 weeks, and office hour pay.

Effective July 1, 2013 all adjunct faculty will be paid from the B-14 through B-2012 schedules during any intersession.

DATE: 5/18/2023

Caroline DePiro, Chief Negotiator Glendale College Guild

Brittany Grice, Chief Negotiator Glendale Community College District

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

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

Section 22. Intellectual Property Rights

A.Purpose: The District and the Guild have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to establish protections from the unauthorized use, reproduction of, or access to certain works that may be created by faculty members., and to identify the uses that may be made of those works by faculty members and the District. In addition, this article establishes the limited circumstances under which such faculty-created works may be used, accessed, or reproduced by others within the District, including other faculty members. This article, similar to this whole agreement, is only locally enforceable, and members of the Guild and representatives of the District are the only parties who are subject to such enforcement.

A. Explanation of What Is Covered

B. Definitions, as used in this Article:

1. "Works" means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion, criticism), works of art and design, photographs, films, video, and audio recordings, computer software, architectural and engineering drawings, and choreography.

Material created by a bargaining unit member that shall be considered eligible for protection under this Article will include (but may not be limited to):

- books
- articles
- dramatic and musical compositions
- poetry
- instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs

- learning management system (LMS) course shells and tests
- fictional and non-fictional narratives
- analyses (e.g., scientific, logical, opinion, criticism)
- works of art and design
- photographs, films, video, and audio recordings
- computer software
- architectural and engineering drawings
- choreography

"Created" means an original author produces the material in a tangible form of expression.

However, this Article does not cover all materials created by faculty members, even if those materials are in some sense related to their duties. For example, it does not cover materials created primarily for purposes that are separate from a faculty member's teaching or other duties as a faculty member, such as: novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty who teach music.

Also, this Article does not cover materials created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes.

Finally, the Article does not cover materials that are created as the work-product of a specific project assigned to a bargaining unit employee for which the District has provided specific compensation, and/or release time, inclusive of ancillary stipend activities.

- 2. "License" means permission to use a work. A "non-exclusive license" is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.
- 3. When work is funded through grants from outside agencies, which require that the product of the grant activities be part of the public domain, then the faculty member who created these works is not entitled to an exclusive license to this work product. This is an exception to the general rule discussed above.

C. Works Covered

1. Types of works whose ownership and use are covered by this Article. This Article identifies the copyright ownership of works created by faculty members in connection with the courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their-

employment; and it addresses the use of those works by faculty members and the District.

2. Types of works not covered by this Article, and consequences of not being covered. This Article does not cover all works created by faculty members, even if those works are in some sense related to their duties. For example, it does not cover works created primarily for purposes that are separate from a faculty member's teaching or other duties as a faculty member, such as: novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty who teach music.

Also, this Article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes.

The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph D.2.a. below, and the District is not authorized to use such works.

B. Generally, Reproduction and Use of Covered Materials as Outlined in Section A is Prohibited

Materials that are deemed protected under this Article as outlined in Section A shall not be reproduced, retransmitted in any form, or disseminated without express written consent of the creator, unless an exception outlined in Section C applies.

C. Exceptions to Prohibition on Use

The following are representative, but not exhaustive, types of materials or circumstances under which use or production of materials ordinarily protected under this Article shall be authorized regardless of whether express written consent is provided by the creator for use within the District community.

- 1. When a course outline, administrative policy, or information brochure that is formally reviewed by the District becomes part of its curriculum, policies, or administrative or promotional literature.
- 2. When a bargaining unit member/creator receives substantial support from the District to create the covered materials, or when the covered materials shall be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature.
- 3. When covered materials are funded through grants from outside agencies, which require that the product of the grant activities be part of the public domain, the materials will not be considered covered by this Article.

- 4. Other exigent or necessary circumstances giving rise to a need to use or reproduce a covered work. This may include, but shall not be limited to:
 - a. Responding to a legal subpoena or other lawful document request
 - b. For the purposes of investigating a violation of District policy or law
 - c. To ensure business or operational continuity in the event the covered materials are relied upon for instruction or other critical services.

Such reproduction or use in these instances shall be limited to use necessary to reasonably address the exigent or urgent need.

D. Procedures for Acquiring an Exception for Use

In the event the District determines that it must use or reproduce covered materials in absence of express written consent from the creator, the District shall, if able and as time permits, attempt to obtain written consent from the creator. If permission is refused or the request is left unaddressed, the District will make a good faith effort to meet and confer with the Guild to reach consensus that the situation requires an exception on the prohibition of use. The District will then make a final decision on whether the covered material(s) will be used or reproduced. If the Guild disagrees with the District, the decision shall be grievable in accordance with this agreement.

D. Copyright ownership

1. Ownership by faculty members:

The copyrights to works created by faculty members will be owned by them, even if those works are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the circumstances described in paragraph D.2. **E.2** below.

2. Ownership by District:

The District will own the copyright to works under the following circumstances:

- a. The District will own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature.
- b. If the District has signed an agreement with the faculty member that contains the following clauses:

"Faculty member and District agree that the work identified below shall be a work made for hire whose copyright shall be owned by the District. If the work

is not a 'work made for hire' as a matter of copyright law, then faculty member hereby assigns his or her copyright in the work to the District."

"The work to which this agreement pertains is one that will be created by faculty member with substantial support from the District, or is a work that will be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature. The work shall be identified by a title or description."

- c. Unless conditions described in 2 a) or 2 b) above are met, the faculty member is the copyright owner rather than the District. However, if the work is created with substantial support from the District, then the District will be allowed to use the work in courses or other forms of instruction offered by the College even if the copyright is retained by the faculty member. The District is allowed to use the work in courses or other forms of instruction offered by the college even in the event that the faculty member should leave the college for any reason. Substantial support is defined as assistance from College personnel including compute5r computer programming and web site website design beyond that normally available to employees, or remuneration including sabbatical leaves, released time, or extra pay. Use of telephone lines, computers, office supplies, or routine clerical and technical help shall not by itself constitute substantial support even if such resources are used by the faculty member to create materials copyrighted by the faculty member.
- d. The Guild agrees to meet with the District to establish procedures for timely reporting of released time and extra pay assignments.
- E. Permitted uses when the copyright is owned by the District
 - 1. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph D.2.b. above), without any further authorization from the faculty members who created those works.
 - 2. Uses by faculty member. Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by web casting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Faculty members may do these

things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

E. 3. Use of names of faculty members, District and Colleges Use of Name in Relation to Reproduction and Dissemination of Covered Materials

1. District's and College's use of faculty member's name. The District agrees that when it uses a work created by a faculty member (regardless of who owns the work's copyright), the District will identify the faculty member who created the work, for as long as the work continues to be used by the District.

If for any reason the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so; and the faculty member has the option but not the obligation to release the District from this obligation.

If for any reason, the faculty member does not wish his or her name to be used in this manner, the faculty member has the right to require the District not to identify him or her; and in such a case, the District agrees not to do so, or to stop doing so as soon as reasonably possible.

If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

4. 2. Faculty member's use of name of District or College. Faculty members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College, for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member's name shall be followed by the name of the College at which the faculty member teaches.)

If for any reason a faculty member does not wish to identify his or her relationship with the District or College, the faculty member may ask the District for authorization not to do so; and the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason the District does not wish its name or the College's name to be used in this manner, the District has the right to require the faculty member not to identify his or her relationship with the District; and in such a case, the faculty member agrees not to do so, or to stop doing so as soon as reasonably possible.

If the faculty member fails to identify the District or College under circumstances when he or she should have, or identifies the District or College under circumstances when he or she should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District's or College's identification.

F. Responsibilities Between Bargaining Unit Members

- 1. Registration of copyright. It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office.
- 2. Acquiring and paying for necessary rights from third parties. If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work.
- 3. Determining and documenting copyright ownership when two or more faculty members create and own the copyright to a work. If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.
- G. Authorization of individual agreements the terms of which differ from those described above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supersede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be provided to the Guild.
- **G.** H. Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in this contract.

DATE: <u>5/18/2023</u>

Caroline DePiro, Chief Negotiator Glendale College Guild Brittany Grice, Chief Negotiator Community College District

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

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

The Glendale College Guild and the Glendale Community College District tentatively agree to the following:

A. To compensate for additional project work, the Guild and District agree that, for the **2023-24** academic year, divisions shall receive load pool hours as indicated below. Full-time faculty may receive load pool hours; adjunct faculty may receive a non-instructional stipend equivalent to the specified number of units that does not count towards load. Load pool hours may also be awarded for assessment cycles, C&I Committee curriculum, program review and other projects:

Biology	6
Business	12
Noncredit Business	8
Noncredit ESL	10
Credit ESL	9
English	10
Health/PE	10
Health Science	9
Language Arts	10
Library	4
Math	11
Physical Sciences	10
Social Sciences	16

Student Services	6
Tech/Aviation	10
Vice-President of Instruction	15
VPA	14

TOTAL: 170

- B. Using a load pool unit form, load pool units and/or stipends shall be recommended by the Division Chair and submitted to the appropriate Vice President or designee for approval, and shall be announced at a Division meeting. Load pool units and/or stipends shall be board reported.
- C. Division Chairs proposing to assign hours to himself/herself must be approved by motion at an official division meeting where there is a quorum present.
- D. Allocated units that are not assigned by a division may be reallocated to another division by the Vice President of Instructional Services as needed.
- E. This side letter shall be re-evaluated after the 2023-24 academic year.
- F. The Guild and District shall review division unit usage at the end of academic year in **2024** negotiations.

Date: 5/11/2023

Caroline DePiro Brittany Grice

Guild Chief Negotiator District Chief Negotiator

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

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

Article VI, Hours

...

Section 23. Flex Hours

...

- 7. The Flex Committee shall review all late verifications forms and inform the faculty member of their Flex status by September 30 of the new academic year. If, in the opinion of the Flex Committee, a faculty member has not submitted verification of having completed qualifying "flex" activities for their required number of hours, the District Vice President of Human Resources shall meet and confer with the Guild prior to may commenceing any the process leading to the deduction of a pro-rated prorated amount of one week of that faculty member's salary.
- 8. In the event the District makes a determination that a faculty member's pay shall be deducted as a result of a faculty member failing to verify completion of FLEX activities for their required numbers of hours, aAmounts needing to be repaid by faculty not successfully fulfilling their flex obligation shall be deducted on the faculty member's next available paycheck. In the event the faculty member is not returning to work, the deduction may be made on any outstanding obligation to the faculty member, including but not limited to load bank pay, compensatory time pay or district retiree benefits.

DATE: 1/13/2023

Caroline DePiro, Chief Negotiator Glendale College Guild

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

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

ARTICLE VIII SALARIES

..

Section 11. Career Increments

Faculty will advance for career longevity increments after reaching the 13th step on the salary schedule after serving three (3) years at each step up to the following terminal limits: Class II (Step 19), Class III (Step 22), Class IV (Step 25) and Class V (Step 31) as indicated on Appendix "A". Each additional longevity step in these columns will be an increase of 2.88%. Increase in pay begins in the first semester after completion of the prior 3 year step. The class advancement options described in this section shall be available to all full-time faculty.

•••

Section 18. Full-time Faculty Extra Assignments

...

B. Overload Pay for up to 6 hours of work per week over one semester.

Step progression for non-instructional and overload assignments shall be based on the number of semesters worked. Full-time faculty may earn up to 3 semesters credit- per-year on the salary schedule in Fall, Spring, Winter and Summer. Step 2 becomes effective following completion of the creditable fourth semester (beginning of the fifth semester) of service at the college. Step 3 becomes effective following completion of the creditable eighth semester (beginning of the ninth semester) of service-at the college. Step 4 becomes effective following the completion of the twelfth semester (beginning of the thirteenth semester) at the college. Step 6 (beginning 2005-2006) becomes effective following the completion of the twentieth semester of service (beginning of the twenty-first semester) at the college. Such service need not be consecutive. See Appendix B.

B. C. Faculty Advisors

DATE: 4/7/2023	<u> </u>
C>DR-	BAA
Caroline DePiro, Chief Negotiator	Brittany Grice, Chief Negotiator
Glendale College Guild	Glendale Community College District

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

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

ARTICLE VIII SALARIES

Section 9. Initial Placement on Salary Schedule

•••

E. Adjunct Salary Placement

- 1. On the effective date of the schedule, all instructors shall be placed on the salary schedule according to their previous experience in the Glendale Community College District. Placement and step progression on this Salary Schedule shall be based exclusively on experience as an academic employee in the District. For **the** purpose of all adjunct faculty salary step increases, adjunct faculty members may earn up to 3 semesters credits per-year on the salary schedule in Fall, Spring, Winter and Summer. Step 2 becomes effective **following completion of the fourth** the fifth semester of service at the College. Step 3 becomes effective **following completion of the ninth** semester at the College. Step 4 becomes effective **following completion of the twelfth** the thirteenth semester of service at the college. Step 6 (beginning 2005-2006) becomes effective **following completion of the twentieth** the twenty first semester at the College. Such service need not be consecutive.
- 2. To qualify for Class II, the instructor must have earned a Bachelor's Degree OR have had at least six (6) years of verified occupational experience in the field in which he/she is instructing.
- 3. To qualify for Class III, the instructor must have earned a Master's Degree or an equivalent or higher degree, OR have earned a Bachelor's Degree and have had at least nine years of verified occupational experience in the field in which she/he is instructing.

- 4. To qualify for Class IV, the adjunct instructor must have earned a Master's Degree plus 14 additional Carnegie units OR have earned a Bachelor's Degree and have had at least twelve years of verified occupational experience in the field in which instruction is given.
- 5. Sick leave for adjunct faculty who have exceeded their accumulated sick days shall be handled by a per diem (Daily Rate Calculation) in the same manner as currently used for full-time faculty.
- 6. Advancement on this salary schedule shall be in accordance with Article VIII Salaries-Section 10 Advancement on the Salary Schedule.

DATE: 1/13/2023

Caroline DePiro, Chief Negotiator Glendale College Guild

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

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), on a non-precedent setting basis, hereby agree to the following:

ARTICLE VIII
SALARIES

Section 18. Full-time Faculty Extra Assignments

Regular contract employees specified in Section 1 of this Article with extra assignments (division, chairs, counselors and specialists) Full-time Faculty who perform extra assignments outside of their regular agreement shall be paid according to the Non-Instructional Hourly Salary Schedule Appendix B3 attached hereto and made a part of this Agreement. Compensation for extra assignments include:

A. Non-Instructional Rate

Regular or Adjunct faculty who outside of their regular agreement perform any of the assignments listed below shall be paid according to the NonInstructional Assignment Salary Schedule -- Appendix B3

- 1) Reading and grading placement exams as part of assessment
- 2) Development of grant proposals
- 3) Development of curriculum for contract education
- 4) Other assignments determined by the District as appropriate

Additions to the above assignments can be made upon agreement with the Guild.

DATE: 4/7/2023

Caroline DePiro, Chief Negotiator

Glendale College Guild

Brittany Grice, Chief Negotiator

Glendale Community College District

by and between the Glendale College Guild, Local 2276 and the

Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereinafter referred to collectively as the Parties, on a non-precedent setting basis, hereby agree to the following:

This agreement shall be in effect through the fall 2023 semester and supersedes the previous MOU executed between the parties on September 7, 2022 which stated that the parties mutually agreed to constitute a task force made up of Guild, Senate, and District representatives in the fall of 2022 to provide a recommended framework for scheduling the academic calendar in future semesters.

The task force convened in the fall of 2022 and concluded that an academic calendar that ends on a Wednesday in fall and spring terms meets both the state's requirement for scheduling classes to 54 hours and the collective bargaining agreement's condition that "no class shall be required to meet beyond the state-mandated number of instructional hours." Therefore, the parties have agreed to return to a similar schedule from years past which will now include Wednesday being the last day of instruction in fall and spring and then holding final exams Thursday through Wednesday.

Prior to the expiration of this MOU, it is the intent of the parties to negotiate terms and conditions regarding the spring 2024 term of the 2023-2024 academic calendar and future years in accordance with the above.

During the period that this agreement is in effect, Division Chairs shall continue to have the latitude to adjust the schedules of certain sections within their divisions from the dates stipulated in the Appendix C Work Year 2022-23 and 2023-24 sections of the Collective Bargaining Agreement on the condition that the chair ensures the adjusted class maintains compliance with state regulations regarding the minimum of required hours (Title 5 § 55002.5. Credit Hour Definition). Correspondingly, in the event that the District becomes aware of any class that is currently scheduled to end on the date stipulated in the Appendix C Work Year 2022-23 and 2023-24 sections of the Collective Bargaining Agreement that is at risk for noncompliance with the state mandate, the District will have the authority to extend the end date of the class beyond the end date stipulated in the Appendix C Work Year 2022-23 and 2023-24 sections of the Collective Bargaining Agreement.

DATE: February 6, 2023

Caroline DePiro, Chief Negotiator Glendale College Guild

Brittany Grice, Chief Negotiator

Glendale Community College District

Memorandum of Understanding by and between the Glendale College Guild, Local 2276 and the Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), on a non-precedent setting basis, hereby agree to the following:

This Memorandum of Understanding (MOU) shall apply to full-time counselor schedules during Summer 2023, which shall begin on June 20, 2023 and conclude on August 25, 2023.

- 1. Upon approval of the area administrator, counselors who select the 21-day work option for Summer 2023 shall be scheduled to work and be paid for their Summer 2023 hours based on the following:
 - a. A work day may be scheduled longer or shorter than 7 hours;
 - b. A work schedule may include a four-day workweek;
 - c. Hours of work may include a variable start and end time on a given day;
 - d. Counselors shall be paid in accordance with Article VI, Section 20.C.
 - e. Student Development instructional assignments shall not be considered part of the full-time Counselor 21-day work option.
- 2. Student Development instructional assignments shall be paid at the Intersession rate delineated in Appendix B-15.
- 3. Full-time counselors who do not elect the 21-day work option for Summer 2023
 - a. On an as needed basis, adjunct counseling assignments will be offered to full-time faculty in accordance with the contract.
 - b. Full-time counselors working Summer 2023 non-instructional adjunct assignments shall be paid in accordance with Appendix B-1.

The Guild and District agree that this MOU shall not be used to evidence of nor to assert a past practice with respect to full-time counselor summer scheduling.

Date of Agreement: April 4, 2023

Caroline DePiro, Chief Negotiator Glendale College Guild, Local 2276

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

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereinafter referred to collectively as the Parties, on a non-precedent setting basis, hereby agree to the following:

This agreement shall only be in effect until July 1, 2024, unless modified through the mutual agreement of the Parties. It shall only apply to the 2023-2024 academic calendar.

The Parties mutually agree to suspend distance education recertification requirements (GADER) during this period. The Parties also mutually agree that a task force made of Guild, Senate, and District representatives will convene in Fall 2023 to provide a recommendation on the quantity and frequency of distance education recertification in order to amend Article VI Hours, Section 16E of the Collective Bargaining Agreement.

Faculty who elect to complete GADER during the suspension can apply their earned hours towards their 2023-2024 FLEX obligation as well as towards establishing recertification for the 2024-2025 year. However, GADER hours earned in 2023-2024 cannot be applied to the 2024-2025 FLEX obligation.

DATE: May 16, 2023

Caroline DePiro, Chief Negotiator

Glendale College Guild

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

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), on a non-precedent setting basis, hereby agree to the following:

In Spring 2021, the Parties convened a taskforce to review operational issues arising from historical contract interpretations concerning full-time counselor's duties, work schedules and work hours.

In Fall 2022, the Parties paused further discussion after agreeing they had reached consensus on the majority of the items originally reviewed in the task force either in principle, in the MOU Summer 2022 Counseling signed on June 9th, 2022, or through amendment of the collective bargaining agreement's provisions concerning these items in Tentative Agreement Appendix C2 Full Time Counselors Work Year 2022-23 signed May 19th, 2022.

The Parties acknowledge that not all issues reviewed in the task force have been resolved to date and acknowledge that further assessment and formal negotiations addressing the operational needs of Student Services counseling units remain ongoing. Nonetheless, in order to provide clarity of operational expectations between the Parties, inclusive of the full-time counselors and their management, and in the interest of maximizing efficiency in Student Services counseling units, the Parties further agree that the following terms and conditions shall be in effect as of the date of this MOU until at least December 31, 2023, unless otherwise amended through mutual agreement.

Further, the parties recognize that this agreement is supplemental in nature and shall be construed in accordance with and does not supersede the collective bargaining agreement between the parties.

Exempt Status Employees

Full-time counselors (and full-time instructional faculty) are exempt employees who are members of the Guild's faculty bargaining unit. Exempt employees are those professionals who are paid on a salary basis (the same amount each week, regardless of quantity or quality of work) and are therefore exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). For this MOU, it is important to note that under the FLSA and other

applicable laws, specific requirements must be met in order for the District's compensatory time program offered to exempt employees to be considered legally compliant, including with regard to timekeeping. As laid out in Article VI, Section 1, full-time counseling faculty are expected to spend "as much time as necessary, both on and off campus, to properly perform their instructional and professional duties." The restatement of this premise is not intended to alter any time already accrued in accordance with Article VI, Section 14, however the parties acknowledge and agree that the language contained in Article VI, Sections 14-15 shall be addressed in negotiations to ensure consistency with this premise going forward.

Basic Hours

The Parties acknowledge that aggregating a counselor's current standard work schedule in a given academic year for 190 working days, five (5) days a week, for seven (7) hours per day scheduled without a teaching assignment(s) totals 1330 hours. Accordingly, the Parties agree that any reference to 1330 work hours in a given academic year is a shorthand for the purpose of scheduling and not a maximum limit of the time for which counselors will fulfill their obligations as exempt employees. For example, two counselors may start their work year on the same date yet have worked a different total number of hours in a given year to satisfy their professional responsibilities. Either way, counselors must work through the last scheduled day of work as defined by the calendar in Appendix C2, following the 35-hour weekly pattern assigned prior to the beginning of the academic year.

Twenty-five (25) of these work hours shall be designated as direct student contact hours and scheduled by District management. The remaining ten (10) hours shall not be scheduled and reserved for completing other professional duties. A counselor and their manager are expected to engage in effective and ongoing communication to coordinate the completion of assigned professional duties beyond direct student contact hours. As exempt employees, counselor work assignments should be driven by assigned tasks rather than strictly by hourly schedules.

Generally, direct student contact hours shall include student appointments/drop-in, teaching (as delineated below) and other direct student-contact work assigned to counselors by management such as workshops, classroom visits and group counseling. Student appointments will typically require follow up by the counselor unless the appointment is a no-show and no meeting with the student is held. The Parties understand that it is necessary for a counselor to have reasonable opportunity to fulfill their responsibilities associated with student appointments outside of their scheduled student contact hours.

Work During Mutually Defined "Rush" Periods

The Parties understand and agree that the designation of up to 25 student contact hours shall not apply to periods of exceptional or extraordinary circumstance, including periods deemed to be "rush" periods for Student Services, as mutually defined by the Parties. During rush periods, the Parties recognize that counselors may be assigned additional student contact hours to support extraordinary operational needs, up to 3 additional student contact hours per week. The Parties agree that these periods include, but may not be limited to: up to 2 weeks before each academic term, during the first 2 weeks of each academic term, and the last week of spring term, and the College's priority registration periods held throughout the year. It is incumbent on the District to provide sufficient and clear notice of these periods that the Parties agree constitute extraordinary operational need.

Full-time counselors who support Noncredit or Mental Health areas should consult with their manager in the event they believe that the rush periods outlined above do not most effectively support operational and student need and therefore, wish to propose alternate rush periods during the work year that are comparable in duration. The supervising manager may opt to identify alternate rush periods following consultation with their full-time counselors in the Noncredit and Mental Health areas. In the event this determination is made, the District and Guild shall be duly notified to ensure any change is otherwise compliant with the requirements of this MOU.

Summer Work

- 1. Upon approval of the area administrator, counselors who select the 21-day work option for Summer 2023 shall be scheduled to work and be paid for their Summer 2023 hours based on the following:
 - a. A work day may be scheduled longer or shorter than 7 hours;
 - b. A work schedule may include a four-day workweek;
 - c. Hours of work may include a variable start and end time on a given day;
 - d. Counselors shall be paid in accordance with Article VI, Section 20.C.
 - e. Student Development instructional assignments shall not be considered part of the full-time Counselor 21-day work option.
- 2. Student Development instructional assignments shall be paid at the Intersession rate delineated in Appendix B-15.
- 3. Full-time counselors who do not elect the 21-day work option for Summer 2023
 - a. On an as needed basis, adjunct counseling assignments will be offered to full-time faculty in accordance with the contract.

b. Full-time counselors working Summer 2023 non-instructional adjunct assignments shall be paid in accordance with Appendix B-1.

Teaching in Fall/Winter*/Spring

In the event a counselor has been scheduled to teach in Student Services, the following table will be used during the period of time of this MOU.

					Basis for
					Computing
					Prep Grading
Units	Course	Teaching	Office	Student	Time
	Pattern	Time	Hours	Contact*	
				(hours for this	
		(minutes)	(minutes)	period)	
1	5 weeks	180	0**	20.5***	35
1	6 weeks	150	0**	21.5***	35
1	8 weeks	120	40	21.5	35
1	13 weeks	75	25	23	35
1	16 weeks	60	20	23.5	35
2	13 weeks	210	70	19	35
3	16 weeks	180	60	20	35

A full-time counselor's work schedule will be recorded in SARS as a matter of ordinary business practice, even though the District acknowledges a full-time counselor's schedule may be more flexible than is reflected in the system. Accordingly, in the event a full-time counselor with a teaching assignment reports being out ill on an assigned work day, the District's timekeeper shall report that counselor's teaching, office hours, student contact and professional (unscheduled) time worked that week proportionately. The report will appropriately reflect reductions in hours worked for leave accounting purposes.

In the event a full-time counselor seeks or is offered a teaching assignment during the work year outside the division of Student Services in the GCCD, the full-time counselor must have the written approval of their manager to accept such an assignment.

^{*} Student contact hours have been proportionally reduced to accommodate prep and grading. Prep and grading is not to take place during scheduled student appointments or during a time specifically assigned for meetings or other tasks.

^{**}There are no office hours during winter session.

^{***} The 3 additional student contact hours during rush times still apply for those teaching during the winter session.

Professional Development and Fulfilling FLEX Obligations

The Vice President and Division Chair of Student Services shall develop a calendar of professional development meetings and activities for a given academic year, some of which will be mandatory and all of which shall be FLEX eligible. This list may include but not be limited to total or portions of: Institute Day, Academic Info meetings, Division retreats and events, and conferences. This list of events will include total hours and will generally be scheduled as a part of professional time.

Counselors are encouraged to participate in the annual Student Services FLEX calendar. However, the Parties acknowledge that supplemental activities or opportunities in lieu of the calendar may be beneficial to an individual counselor's professional development plan. In the event a counselor seeks to satisfy their annual FLEX obligations utilizing approved opportunities outside of the Student Services FLEX calendar, they should make a request to their supervising manager by providing at least two weeks' notice.

For full-time counselors, professional time should be scheduled to allow for a counselor's selection of activities to meet their flex obligation. This includes, but is not limited to, seeking adjustments to weekly schedules to allow for attendance at the College Hour, conferences, etc. When possible, approved professional development activities should be done during weekly professional time, i.e. outside of the 25 scheduled direct student contact hours. If there is no reasonable opportunity for the counselor to complete a needed activity outside of student contact time, managers shall make every reasonable effort to adjust or waive the student contact time to allow attendance. Such a request shall only be denied if attendance will adversely affect the function of the office, such as in the case of cancellation of existing student appointments.

Attendance at conferences related to the performance of one's professional duties is encouraged. The Parties shall strive to identify conferences that occur during the counselor's regular assignment whenever feasible. In the event a full-time counselor is approved to participate in professional development activities at times other than their assigned weekly hours, they may be granted a reduction in duty of total work days by their manager to proportionately account for that attendance. If approved, such non-duty days be limited to a maximum of four days, and the timing of when those non-duty days will be taken shall be at the discretion of and subject to the approval of the Vice President of Student Services or designee.

Released Time Adjustment for Direct Student Contact Hours

In the event that released time is approved, the weekly scheduled direct student contact hours are reduced proportionately as follows:

- 10% 2.5 student contact hours subtracted
- 20% 5 student contact hours subtracted
- 30% 7.5 student contact hours subtracted
- 40% 10 student contact hours subtracted
- 50% 12.5 student contact hours subtracted
- 60% 15 student contact hours subtracted
- 70% 17.5 student contact hours subtracted
- 80% 20 student contact hours subtracted

*Extra	Pay	calcula	tions a	e diffe	rent f	rom t	those	above,	see th	e Guild	contra	act.

In the event the Parties mutually determine a conflict between this MOU and the underlying collective bargaining agreement exists, the CBA shall control.

Caroline DePiro, Chief Negotiator
Glendale College Guild

DATE: 5/12/2023

Brittany Grice, Chief Negotiator
Glendale Community College District