

Tentative Agreement

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

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

2024/2025 Adjunct Faculty Parity Initiative

Introduction:

The Parties recognize the importance of advancing efforts to achieve parity between adjunct and full-time faculty bargaining unit members. The Parties agree that in order to move forward efficiently and collaboratively in these efforts, a mechanism must be established to allow for reasonable costing of any proposed framework to implement compensation parity for adjuncts. This agreement outlines the scope of an initiative to “re-rate” in adjuncts on parity mechanisms, which would be made available upon negotiation.

It is the intention that following the completion of this 2024/2025 Adjunct Faculty Parity Initiative, the Parties shall negotiate pathways to reach the agreed-upon parity goals for adjunct faculty. In so doing, the Parties commit to negotiating terms in which no adjunct faculty member shall experience a reduction from their current pay rate.

The following placement rules represent a simulation of how adjuncts would be positioned if they were assigned in the same manner as full-time faculty. This simulation will allow the Parties to accurately estimate the costs of future parity initiatives.

Placement Rules:

Adjunct faculty and full-time faculty shall henceforth adhere to the same rules for initial placement (“step and column”) on their respective pay schedules.

1. Existing adjunct faculty will thus no longer be limited to step placement on the basis of their work experience at GCC alone and are encouraged to submit evidence of other work experience to the Human Resources department in order to be moved to a higher step in accordance with the established procedure. Any increase in pay reflected in the re-rating would need to be negotiated.
2. The parties encourage all adjunct faculty to participate in the assessment for possible re-rating as this may result in an adjunct faculty member being placed on a higher step than their current one.
3. The parties recognize that those part-time faculty who have worked at GCC for an equivalent of seven (7) years of teaching experience, are not eligible for an immediate pay increase as part of the 2024/2025 Adjunct Faculty Parity Initiative. This is because those part-time faculty have already

exceeded the maximum amount of prior experience credit that could be counted during this re-rating initiative.

4. All adjunct faculty participating in the assessment for re-rating must submit their evidence by December 2024.
5. The parties agree that there shall be no retroactive pay available under this initiative.

Implementation Timeline:

The re-rating assessment process will conclude by September 2025. Upon completion of all re-rating procedures, the Guild and the District shall convene to negotiate the allocation of funds necessary to accommodate the increases in initial placements. This negotiation shall consider the utilization of the \$100,000 seed money previously, alongside any supplementary funding secured through future negotiations. The parties agree to jointly assess the ongoing fiscal needs to sustain the impact of this 2024/2025 Adjunct Faculty Parity Initiative to allocate resources in accordance with the objectives outlined in this agreement.

Contract Changes:

Article VIII Salaries

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Section 3. Intersession - Pay

A. Instructional Contract Employees

In accordance with the approved calendar, the District may offer up to three intersessions ("short session"). Instructors who are paid under Appendix A during the regular academic year shall be paid by schedules B-14 through B-24 of this agreement. These schedules are based on the load of their discipline and shall be limited to a maximum of step 8. Schedule B-2012 which is fixed and not subject to future changes will be used in lieu of Schedule B-21 until the Class II, step 6 rate in the B-21 table exceeds the Class II, Step 6 rate in the Schedule B-2012. Schedule B-2012 will also be used in lieu of Schedule B-24 until the Class II, Step 6 rate in the B-24 table exceeds the Class II, Step 6 rate in Schedule B-2012.

The number of hours that constitute a full-time teaching load during any week within an intersession shall be six (6) times the number of hours on the teaching load chart in Article VI, Section 4 divided by the number of weeks in the course. Any lecture or laboratory hours in excess of said load shall not exceed six (6) hours per week, except by special approval of the Vice President of Instructional Services.

~~For intersession instruction, adjunct instructors shall be placed on the appropriate salary table in Appendix B according to the following chart, based on the adjunct instructor's placement on table B1 in the previous primary semester: B1 Placement Intersession Placement Column Step Column Step Class I Step 1 Class II Step 4~~

~~85 Step 2 Step 5 Step 3 Step 6 Step 4 Step 7 Step 6 Step 8 Class II Step 1 Class III Step 4 Step 2 Step 5 Step 3 Step 6 Step 4 Step 7 Step 6 Step 8 Class III Step 1 Class IV Step 4 Step 2 Step 5 Step 3 Step 6 Step 4 Step 7 Step 6 Step 8 Class IV Step 1 Class V Step 4 Step 2 Step 5 Step 3 Step 6 Step 4 Step 7 Step 6 Step 8~~ *adjunct instructors are not eligible for the doctoral columns in the intersession salary tables of Appendix B.

B. Nursing Instructors Intersession Pay

1. Nursing instructors normally employed on a ten (10) school month basis may be employed on an "as needed" basis during the intersessions.

2. Nursing instructors employed on an "as needed" basis during the intersessions shall be paid at sixty five percent (65%) of their daily rate as they are paid during the regular contract year. They shall be paid the daily rate only for days worked, or for days when they are eligible for absence due to illness or personal necessity, as provided in this Agreement.

C. Intersession Pay

Adjunct Instructors

Adjunct faculty teaching a credit class during intersession will be paid a total amount equal to: (# teaching units) X 18 X (rate on B-14 thru B-24 Schedules*). The amount of each check will depend on how the intersession dates match up with the County Payroll schedule. Adjunct faculty teaching a non-credit class during intersession will be paid a total amount equal to: 86 (# teaching hours per week) X (#weeks) X (rate on B-14 thru B-24 Schedules*). The amount of each check will depend on how the intersession dates match up with the County Payroll schedule. *Schedule B-2012 which is fixed and not subject to future changes, will be used in lieu of Schedule B-21 until Class II, Step 6 rate in the B-21 table exceeds the Class II, Step 6 rate in Schedule B-2012. Schedule B-2012 will also be used in lieu of Schedule B-24 until the Class II, Step 6 rate in the B-24 table exceeds the Class II, Step 6 rate in Schedule B-2012

D. Summer Pay

Contract Counselors

Contract counselors who work a one hundred ninety (190) day schedule shall be able to work additional summer hours, as necessary, as determined by the District, at their hourly overload rate of pay. Contract counselors opting to work an additional summer block of twenty-one (21) days (or 147 hours), shall earn a per diem rate of pay calculated on the Annual 10-month Salary Schedule "A" position divided by one hundred seventy-seven (177) days and capped at step 8.

E. Intersession Pay

Adjunct Counselors Any adjunct counselor employed by the District for intersession hours shall be compensated at the regular hourly rate ~~on the B1 schedule.~~

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Section 9. Initial Placement on Salary Schedule

1. Step Placement

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B. Experience Credit

Employees entering the District shall be given full service credit not exceeding seven (7) years experience. Seventy-five percent (75%) of all teaching days within each year must be taught before credit may be claimed.

a. Steps for Part-Time Teachers to Determine One Year of Experience:

- i. Determine the total number of teaching days in an academic year for the District. For example, if there are 150 teaching days in the District's academic year, this will be the reference point.
- ii. Calculate 75% of the total teaching days. Continuing the example, 75% of 150 days is 112 days.
- iii. A part-time teacher needs to have taught at least 112 days in an academic year to qualify for one year of service credit.
- iv. Example:
 1. If a part-time teacher taught 128 days in a particular academic year (where the District's academic year consists of 150 days), they have met the 75% requirement.
 2. Thus, they can claim one year of service credit for that academic year.

Part-time experience elsewhere shall be evaluated on the same basis as similar experience in the District. The maximum of seven (7) years experience may be granted for any combination of the following:

1. Previous teaching experience in the District or any public or private schools or colleges of recognized standing.
2. A maximum of one (1) year of military service with an honorable discharge may be counted towards teaching experience in placement on the salary schedule. A minimum of nine (9) months military service shall be required for a year's credit. Recognized branches of the service are: Army, Navy, Air Force, Marine Corps, Coast Guard, or full-time active duty in the National Guard.

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2. Class Placement

Initial salary schedule class placement for ~~fulltime~~ faculty shall be based upon the criteria:

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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 purpose of all adjunct faculty salary step increases, adjunct faculty members may earn up to 3 semesters credit-per-year on the salary schedule in Fall, Spring, Winter and Summer. ~~Step 2 becomes effective the fifth semester of service at the College. Step 3 becomes effective the ninth semester at the College. Step 4 becomes effective the thirteenth semester of service at the college. Step 6 (beginning 2005-2006) becomes effective 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.~~

~~2.5. 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.~~

~~3. 6. Advancement on this salary schedule shall be in accordance with Article VIII Salaries-Section 10 - Advancement on the Salary Schedule.~~

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Section 10. Advancement on the Salary Schedule

The class advancement options described in this section shall be available to all faculty.

A. Credit toward Advancement

Credit toward advancement on the salary schedule starts with the Bachelor's Degree. No additional Carnegie units taken prior to the date of completion of the Bachelor's Degree may be counted. For the purpose of step advancement, semester credit shall be given for courses that are six weeks or more. Semester credit shall also be given if an employee works more than 16 hours for courses that are less than six weeks long or on other assignments that are not considered ancillary activities as defined in Article VIII Section 16 E (Adjunct Faculty Ancillary Activities Stipends).

B. Service Advancement

All contract employees except those at the maximum in their Class shall advance one step for each year of service in accordance with the provisions of this Agreement. Adjunct faculty may receive a semester credit for teaching/counseling during the Fall, Spring, Winter Intersession or Summer Intersession, but may only accrue 3 of these semester credits in a single fiscal year toward step advancement.

C. Salary Schedule Class Advancement for ~~Fulltime~~ Faculty

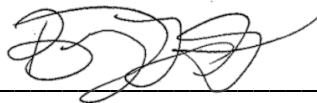
See definitions contained in Section 9, D.1.

DATE: 5/28/2024



Caroline DePiro, Chief Negotiator

Glendale College Guild



Brittany Grice, Chief Negotiator

Glendale Community College District

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


Section 23. Recovery of Money Overpaid to Faculty

In cases where a faculty member is incorrectly overpaid, the faculty member shall be notified by the District within **three years** ~~365 day~~ of the time when the overpayment occurred, and provided with a proposed repayment plan **except in the case of fraud. Proposed repayment plans may not exceed 10% of current monthly compensation, and the employee shall not be charged any interest during this repayment period. Note that, for tax purposes, it may be advisable for a faculty member to complete the repayment within the same calendar year.**

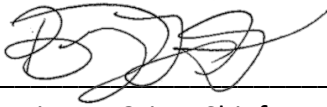
If the District does not notify the employee of an overpayment within a three year period, the District forfeits the right to collect the amount of overpayment. Such a forfeiture shall not apply in a case arising from fraud or other criminal conduct. If the faculty member is notified within this three year period, they shall have the opportunity to work out an alternative payment plan with the **District** Controller or his designee within 15 **working** days of the notification **by the District**, or within 15 **working** days of notification by the employee **notifying** the District. ~~The alternative payment plan must be reasonable. The repayment period for a full-time faculty member shall not be longer than the period in which the overpayment occurred, provided the amount of the monthly repayment does not exceed 10% of the full-time faculty member's monthly gross income. If the amount of repayment exceeds 10% of the full-time faculty member's gross monthly income, the Controller shall extend the repayment schedule by the time necessary to reduce the payment to the 10% threshold. A reasonable plan for an adjunct faculty member shall not be longer than three months for one semester of overpayment and six months for two semesters of overpayment.~~

The provisions of this section do not constitute forfeiture of legal rights by either the District, or the individual faculty member, for collection/payment related to an overpayment.

DATE: 5/28/2024



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