

MEMORANDUM OF UNDERSTANDING
Between
Glendale Community College and CSEA Glendale College Chapter 76

October 2, 2013

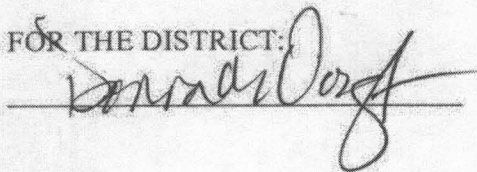
This Memorandum of Understanding between Glendale Community College (hereafter "District") and the California School Employees Association, Chapter 76 (hereafter "Association") reflects the agreement regarding hours of employment during the 2014 winter intersession.

The District and Association agree to the following:

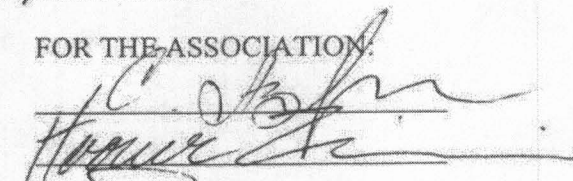
1. For winter 2014, CSEA bargaining unit members will observe the following work schedule beginning January 6, 2014:
 - a. From January 6, 2014 through February 7, 2014 bargaining unit members will follow a 4/40 work schedule. The campus will be closed on January 10th, 17th, 24th, and 31st, and February 7th, 2014.
 - b. The workweek of January 20, 2014 through January 24, 2014 will follow a 4/40 work schedule with Monday, January 20th being a ten hour holiday due to Martin Luther King Junior Day. Employees will work 10 hour days on Tuesday, Wednesday, and Thursday that week with the college closing on Friday.
2. If the District determines that, in order to maintain critical services, a department should be staffed on a date listed in Section 1(b), an alternate 4/40 schedule shall be arranged with the mutual agreement of the employee and the supervisor.
3. The terms of this MOU shall not constitute a past practice or be deemed precedent setting and shall apply to the 2014 winter intersession only.

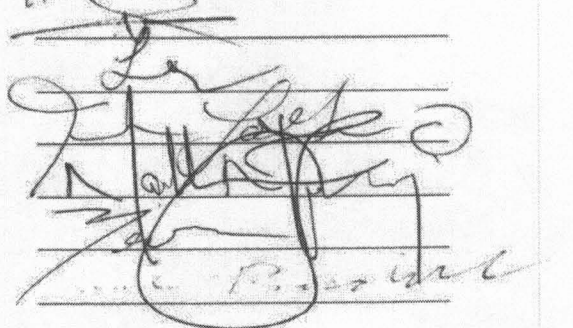
Tentatively agreed to on October 16, 2013

FOR THE DISTRICT:



FOR THE ASSOCIATION:





Side Letter Agreement Between
Glendale Community College District and
California School Employees Association (CSEA)

Cash-in-lieu of Medical Benefit

District Proposal
November 6, 2013

The Glendale Community College District and the California School Employees Association (CSEA) tentatively agree to add the following section to the end of Article XI, Section 1 of their collective bargaining agreement. These provisions shall only be effective for the opt-out months of **January, 2014 through December, 2014.**

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

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

<u>Number of employees opting out</u>	<u>Monthly incentive amount</u>
<u>7</u> or fewer	\$250
<u>8 or 9</u> <u>9 to 11</u>	\$400
<u>10</u> <u>12 to 14</u>	\$500
<u>15 or more</u>	\$550

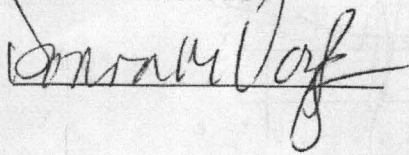
To participate in this option, the employee must show proof of coverage from the other health plan and the stipend will be effective on the first working day of the subsequent month. If an employee is receiving this stipend and loses health coverage through his/her spouse or domestic partner, he/she will be required to be re-enrolled in one of the District's plans on the first working day of the subsequent month of the loss of coverage and the stipend will end in the month of the termination of the other plan. To be re-enrolled in a District plan, the employee must show proof of termination from the other health carrier within 30 days of termination.

The employee shall receive the money in a stipend check in July 2014 for the period of January through June 2014 and in January 2015 for the period July through December 2014.

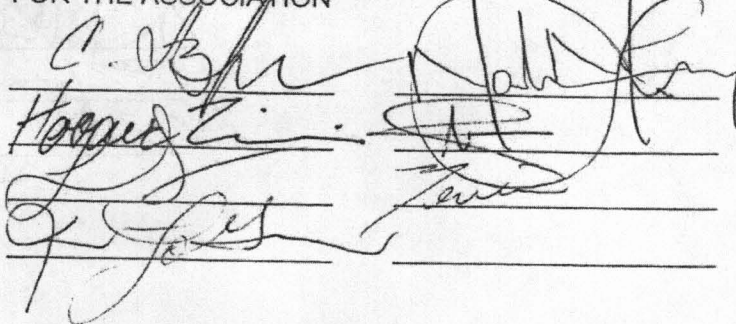
This side letter agreement is subject to ratification by the CSEA membership and approval by the Board of Trustees.

Tentatively agreed to on November 6, 2013

FOR THE DISTRICT



FOR THE ASSOCIATION



SIDE LETTER AGREEMENT
Between
CSEA Glendale College Chapter 76
and
Glendale Community College District

December 4, 2013

This Side Letter Agreement between the Glendale Community College District (hereafter "District") and the California School Employee Association Chapter 76 (hereafter "Association"), reflects the agreement on the following:

1. The Classified salary schedule and all stipends will increase an additional 0.75% effective July 1, 2013.
2. Classified employees will receive a total of four (4) days off with pay to be taken on December 23, 2013, January 2, 2014, January 3, 2014, and April 18, 2014.
3. There will be no out-of-pocket expense for CSEA employees for healthcare premiums through December 2014.
4. Beginning January 1, 2015, health plan changes will be made to reduce healthcare costs, subject to negotiations.
5. For the 2014-15 fiscal year, negotiations shall commence with 50% of Cost of Living Adjustment as a starting point.

Tentatively agreed to on December 4, 2013

FOR THE DISTRICT

Donna M. Vozg

FOR THE ASSOCIATION

C. H. [Signature]
Mohel W. [Signature]
[Signature]
[Signature]
Tom Burchell
[Signature]
[Signature]

**Side Letter Agreement Between
Glendale Community College District and
California School Employees Association (CSEA)**

**District Proposal
December 4, 2013**

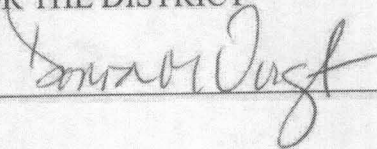
CSEA and the District agree to the following:

1. CSEA will receive 90% of its share of the 2012 Blue Shield rebate to be allocated at their discretion. This amounts to \$286,726.
2. CSEA's remaining Blue Shield rebate funds (\$31,858) will be reserved for future premium increases.

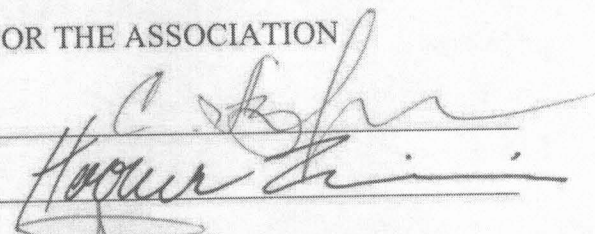

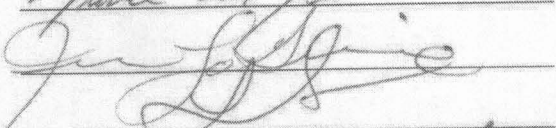

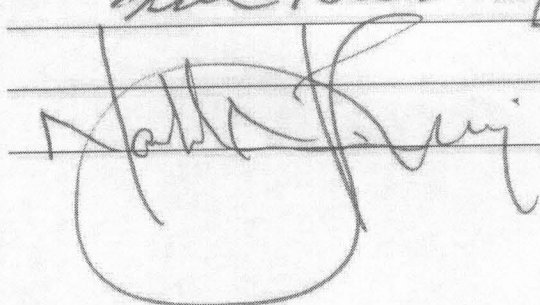
This side letter agreement is subject to ratification by the CSEA membership and approval by the Board of Trustees.

Tentatively agreed to on December 4, 2013

FOR THE DISTRICT



FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING
Between
Glendale Community College
And
CSEA Glendale College Chapter 76
Summer 2014
April 11, 2014

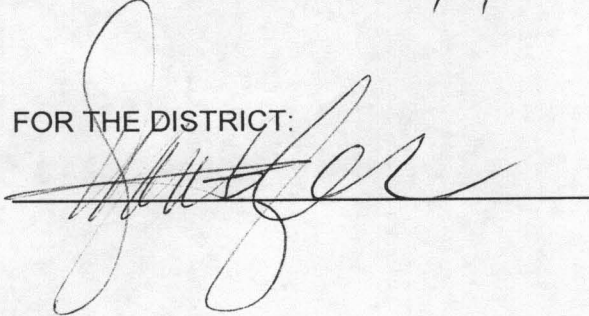
This Memorandum of Understanding between the Glendale Community College District and CSEA Glendale College Chapter 76 acknowledges that the District is authorizing a four (4) day, forty (40) hour workweek for the Summer 2014 in accordance with Article VII, Hours of Employment, Section 3.

- 9 weeks*
1. The four day workweek will run Monday through Thursday beginning on Monday, June 16, 2014 and ending on Friday, August 15. The college will be closed on Fridays during this time.
 2. It is agreed that the workweek of June 30, 2014 through July 4, 2014 will be a regular workweek (Monday, Tuesday, Wednesday, and Thursday) at eight (8) hours per day. Friday, July 4, 2014 will be an eight (8) hour paid holiday and the college will be closed.
 3. If the District determines that, in order to maintain critical services, a department should be staffed on a Friday, an alternate 4/40 schedule shall be arranged with the mutual agreement of the employee and the supervisor.
 4. The terms of this MOU shall not constitute a past practice or be deemed precedent setting and shall apply to Summer 2014 only.

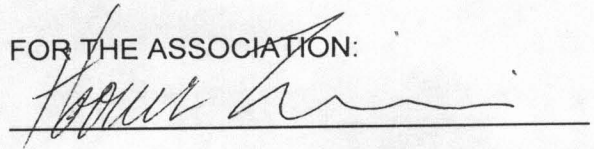
This tentative agreement is subject to ratification/adoption by both parties.

Tentatively agreed to on 4/11/14

FOR THE DISTRICT:



FOR THE ASSOCIATION:



COUNTERPROPOSAL
From
Glendale Community College District
To
CSEA Glendale College Chapter 76

April 9, 2014

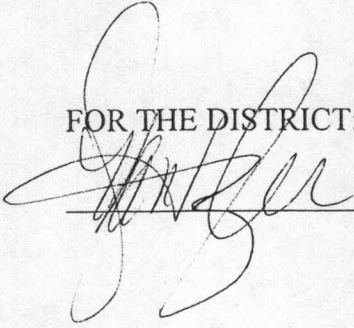
ARTICLE VIII – WAGES

This Tentative Agreement is subject to ratification/adoption by both parties.

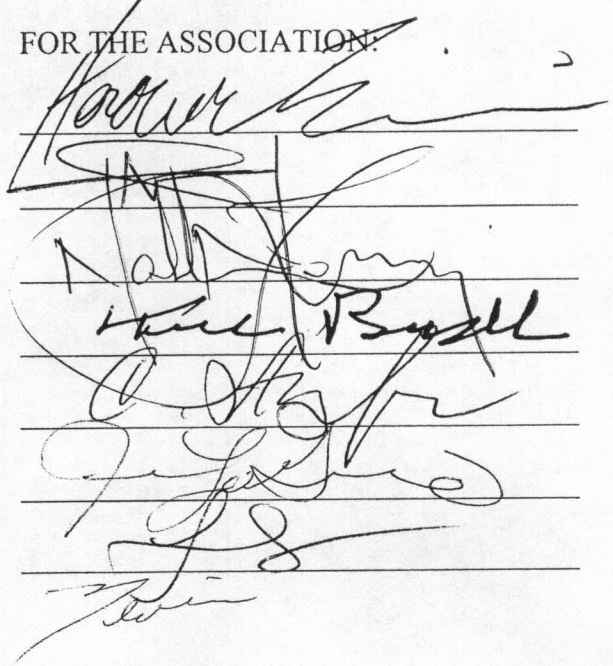
Tentatively agreed to on

April 9, 2014

FOR THE DISTRICT:



FOR THE ASSOCIATION:



COUNTERPROPOSAL
From
Glendale Community College District
To
CSEA Glendale College Chapter 76

April 9, 2014

ARTICLE VIII – WAGES

SECTION 1. Basic Rate of Pay - The basic rate of pay for each position in the bargaining unit shall be in accordance with the rates established in Appendix "B1", which is attached hereto and incorporated by reference as a part of this Agreement. The regular rate of pay shall include any shift differential required to be paid under this Agreement. The salary schedule shall be effective July 1, of each year, regardless of the effective date of the Contract.

In the event that any other bargaining unit of the District receive a salary increase and/or other compensation (i.e. on- or off-schedule improvement, improved health and welfare, retirement incentive, bonus, etc.) in 2013-2014, the Association bargaining unit members shall retroactively receive an equivalent increase in funds.

SECTION 2. Initial Salary Placement - New employees may be initially placed beyond the first step, to a maximum of Step 3, of the salary schedule. Step placement at Step 2 is based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the position. The equivalent of twenty (20) semester units of related course work will equal one (1) year (transcripts must be submitted), while related work experience will be counted on a year-for-year basis. Step placement at Step 3 will be based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.

The new employee or position supervisor must submit a written request to the Associate Vice President Chief of Human Resources Officer within thirty (30) days of the start date on a form created by Human Resources (included as Appendix M). This form shall also be provided to all new employees at the time of hire. The request shall state the reasons that the candidate believes he/she should be placed above Step 1 of the salary range; specifically, outlining the training and/or experience beyond the minimum requirements for the position. Evidence of such advanced placement and the justification in each instance shall be made available to CSEA upon request from the CSEA Chapter President or designee upon request.

SECTION 3.

Salary Advancement - Employees shall be advanced by step on the Salary Schedule in accordance with the following provisions:

- A. Employees placed on Step 1 of a range will advance to Step 2 on the first (1st) of the month following completion of the probationary period.
- B. Advancement beyond Step 2 of a range will be at one (1) year intervals.
- C. An employee who is hired at a rate above the first step will receive his/her first increment advancement after one (1) year of service.
- D. Advancement in step in a salary range shall be based upon the employee receiving a level of performance above "unsatisfactory" on his/her last performance evaluation.
 - 1. An employee returning from a leave of absence on unpaid status will resume his/her step placement and advancement on the range as if the leave had not been taken, but such leave time will not be counted for step advancement purposes.
- E. An employee who receives a promotion to a class allocated to a higher salary range shall be placed on the step of the salary range which is 5% or more above the rate the employee received in the previous class. In the event an employee is appointed to a class with a salary range equal to or below his/her current range, as a result of a voluntary or involuntary lateral change of class, voluntary or involuntary demotion, disciplinary action or layoff, such appointment shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be at the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he/she is appointed.
 - 1. A class is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.

SECTION 4.

Salary Reallocation

- A. Reallocation is the movement of a single incumbent position or an entire class from one salary schedule or hourly rate to another salary schedule or hourly rate on the basis of either internal or external alignment.

A salary reallocation is not based on additional

duties or responsibilities.

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

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

If the amount noted above is not fully encumbered in any given year, the excess amount will be rolled over to the next year. For clarification purposes, the balance of this Reallocation Fund as of ~~June 30, 2009~~ ~~July 1, 2013~~, was ~~\$90,947~~ ~~\$50,000~~. The District agrees to provide the Association with an annual accounting of the Reallocation Fund no later than September 1 of each year for the previous fiscal year. In the event that the Reallocation Fund balance is more than \$150,000 at the end of the fiscal year, the allocation for the upcoming year shall be reduced so as to not exceed a fund balance cap of \$150,000 per fiscal year.

- C. Employees shall request salary reallocation by submitting the request to the CSEA Chapter President between January 1, and April 15 of each year. The request shall certify that the current job description is accurate.

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

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

- D. The Office of Human Resources shall conduct a salary survey of the agreed on classifications. The District and CSEA will discuss and agree on the schools to be surveyed. The list of schools to be surveyed will be used for the duration of the contract. In the event a salary recommendation of a classification is over ten percent (10%) of the median for one (1) year, the salary increase shall be realized in the next two (2) years, for not less than fifty percent (50%) of the increase per year.

Reallocation recommendations will be based on a comparison of positions with like duties and responsibilities. The first step of the salary range will be compared to the median salary, at first step, of comparable positions in the alignment process.

Positions will be considered comparable, if a preponderance of the duties and minimum requirements are comparable. All salaries of comparable positions from the agreed upon Districts shall be used for comparison. In order to be considered as a valid survey, there must be at least three (3) Districts with comparable positions. In the event there are less than three (3) Districts with comparable positions, the District and CSEA shall discuss a broader list.

Upon completion of the salary survey, the Office of Human Resources shall present the findings of the survey to the CSEA Chapter President for final negotiations to commence within thirty (30) days.

If the results of the salary survey indicate a lower salary range, the incumbent shall be Y-rated. (Y-rating means that the incumbent's salary shall be frozen until the current salary matches the new salary range.) Y-rating will only be implemented when the Districts salary range is more than fifteen percent (15%) higher than the salary resulting from the external salary survey.

Employees affected by the salary reallocation shall move to the same step of the recommended salary range.

SECTION 5.

Working Out of Classification - A permanent employee who is assigned to temporarily perform higher level duties outside of his or her classification work out of his/her regular classification to perform the duties of a higher classification shall be compensated at the first step of the salary range for the higher classification that is equal to or above a one (1) step increase over his/her present rate, provided he/she has been assigned to the same higher level assignment for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period. Compensation at the higher rate of pay shall be retroactive to the first (1st) day of the duties being assigned for temporary out of classification assignments as well as approved reclassifications. Any higher level duties assigned by the District, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period, shall be properly compensated at an amount that reasonably reflects the duties and time spent to complete the work as follows: shall be properly compensated according to the following:

% of Time Spent	Working out of Class Compensation
Performing Higher Level Duties	
More than 75%	5% of step 1 of the higher classification
51% - 75%	3.75% of step 1 of the higher classification
25% - 50%	2.5% of step 1 of the higher classification
less than 25%	1.25% of step 1 of the higher classification

A. A permanent employee who is assigned to perform a majority of the duties of a higher classification and those duties make up at least fifty percent (50%) shall be compensated at the first step of the salary range for the higher classification that equal to or above a one (1) step increase over his/her present rate provided he/she has been assigned to the same higher level assignment for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period. If the employee is at the maximum step in their salary range, the employee will be placed on the first step in the new range that is at least a 5% salary increase., exclusive inclusive of longevity increments.

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

An employee shall be compensated at the higher rate of pay retroactive up to six months from the date that Human Resources receives written notification that retroactive to the first (1st) day of the duties being assigned for temporary out of classification subject to applicable federal and state laws. assignments the employee performs he/she performed temporary out of classification duties. as well as approved reclassifications. Any higher level duties assigned by the District shall be properly compensated. The stipend amount shall not be more than what the employee would receive if they were promoted/reclassified to the higher classification. If there is no higher classification, the district will determine the appropriate compensation based on the duties being performed.

C. If a permanent employee is assigned to perform some of the duties of a higher classification, the district will determine the appropriate compensation based on the duties being performed.

C. All requests for working Employees who believe that they are working out of classification shall be completed and submitted to Human Resources using the "Request for Out of Classification Compensation" form (attached as Exhibit F of this Agreement). The request should be submitted to Human Resources prior to, but no later than ninety days after the out of the out of classification work being assigned to the employee. Human Resources will investigate and determine proper compensation for working out of classification based upon this Section. Decisions will be communicated to the Association within five (5) days of the decision being made. The Association has the right to challenge the decision with the

Associate Vice president, Human Resources and then the Superintendent/President if it feels the duties being performed are not within the existing classification. The decision of the Superintendent/President is final.

SECTION 6. Night Differential - Employees shall be entitled to night differential pay, a salary allowance in addition to the basic rate or schedule based upon hours of employment, in accordance with the following provisions:

- A. All employees whose regular assigned time requires them to work one half ($\frac{1}{2}$) of their regular shift between the hours of 5:00 p.m. and midnight shall be paid night differential pay of ~~twenty cents (\$.20) for each hour worked. Effective July 1, 2001, the night differential shall be five percent (5%)~~ **five percent (5%) of their current base salary.**
- B. All employees whose regular assigned time requires them to work one half ($\frac{1}{2}$) of their regular shift between the hours of midnight and 7:00 a.m. shall be paid night differential pay of ~~sixty-five cents (\$.65) for each hour worked. Effective July 1, 2001, the night differential shall be five percent (5%).~~ **nine percent (9%) of their current base salary.**
- C. Night differential pay shall be paid effective the first day that an employee is assigned to work at least one-half ($\frac{1}{2}$) of his/her regular shift between the hours of 5:00 p.m. to 7 a.m.

Night differential pay shall terminate effective the first day that an employee is assigned to the day shift, except that an employee temporarily (20 working days or less) assigned to the day shift shall not lose the pay differential.
- D. If an employee is regularly assigned to work on a shift that would qualify for night differential pay less frequently than five (5) days a week, night differential pay shall be paid only for those days on which such work is done.
- E. Part-time food service employees shall be paid seventy cents (\$.70) per hour above their regular hourly rate for call-back time worked after 5:00 p.m. They shall be paid not less than one and one-half ($1\frac{1}{2}$) times their regular pay on the sixth (6th) and seventh (7th) days and, at all times on holidays they shall be paid at a rate of two and one-half ($2\frac{1}{2}$) times their regular rate of pay.

SECTION 7. Weekend Differential

All employees required to work weekends will receive a weekend day differential of seven percent (7%) for the weekend hours worked effective January 1, 2004.

SECTION 8. Pay Warrants –

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

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

SECTION 9. Pay Days - All employees in the bargaining unit with regularly scheduled hours shall be paid twice per month, payable on or before the tenth (10th) and on or before the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday or holiday, the warrant shall be issued on the preceding workday.

SECTION 10. Errors in Pay - Any action or inaction resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a warrant to correct such error shall be issued within five (5) days after verification by the District.

- A. Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or salary, the appointing authority shall, within five (5) working days following such determination, provide the employee with a statement of the correction and a supplemental paycheck.
- B. Any payroll or other salary errors shall be claimed retroactively by employees up to a maximum permitted by law.

In the case where an employee is incorrectly overpaid, the employee shall be notified by the District when the overpayment occurred, and provided with a proposed repayment plan. The employee shall have the opportunity to work out an alternative payment plan with the Controller or his/her designee within (15) days of notification, or within fifteen (15) days of notification by the employee to the District. The alternative repayment plan must be reasonable. As an example of a possible repayment plan, the

repayment period for an employee shall not be longer than the period in which overpayment occurred, provided the amount of the monthly repayment does not exceed 10% of the full-time employee's monthly gross income. If the amount of repayment exceeds 10% of the full-time employee's monthly gross income, the Controller shall extend the repayment schedule by the time necessary to reduce the payment to the 10% threshold. An example of a possible reasonable repayment plan for a part-time employee is one that shall not be longer than three months in a six-month period of overpayment and six months for a twelve month period of overpayment.

SECTION 11. Mileage Reimbursement - Employees whose regular daily assignment requires traveling on District business, by use of personal vehicle, shall be reimbursed at the current IRS per mile rate. Such reimbursement shall be adjusted during the term of the Agreement to conform to changes in the IRS rate. Such employees shall also be reimbursed for actual parking charges.

SECTION 12. Longevity Increments Pay

All employees, regardless of their time in any one classification shall ~~be advanced one step (equivalent 5%) - receive longevity pay~~ from their current base on schedule salary step on their original date of hire, as follows:

10-14 years of service – 5% increment
15-19 years of service – 5% increment
20-24 years of service – 5% increment
25+ years of service
25-29 years of service – 5% increment
~~30+ years of service - \$500 2,500 \$500 annual stipend 2.5 %~~
increment ~~1.5% increment~~

SECTION 13. Bilingual Differential - If an employee is in a position where bilingual knowledge and skills are regularly required as determined by the District, the person in that position shall receive bilingual compensation. The compensation shall consist of fifty dollars (\$50) per month if written and oral communication skills are required and twenty-five dollars (\$25) per month if only oral communication skills are required. Compensation skills are based on competency as demonstrated by an examination to be given within thirty (30) days of the requirement.

SECTION 14. Compensation Adjustment

A. ~~Deferred Salary Increase~~ — ~~The District acknowledges that it has deferred the payment of a one percent (1.0%) salary schedule~~

~~increase for the 2009-10 fiscal year due to the Board of Trustees declaring a "fiscal emergency" for that year.~~

~~B. Fiscal Year 2009-10~~

~~In recognition of the ongoing fiscal crisis in the State of California, the bargaining unit shall receive no salary improvement for the fiscal year 2009-10.~~

- ~~1. However, should any other bargaining unit of the District receive a salary increase and/or other compensation (i.e. on- or off-schedule improvement, improved health and welfare, retirement incentive, bonus, etc.) in excess of what was negotiated for the Association in 2009-10, bargaining unit members shall receive the same with the same retroactivity.~~
- ~~2. All bargaining unit members as well as those bargaining unit members who retired in 2008-09 shall receive there proportionate share of the \$154,586 Blue Shield rebate as a one-time bonus.~~
- ~~3. The District and Association agree on the following regarding the fiscal year 2009-10:
 - ~~a. There is a total deficit of \$377,000.~~
 - ~~b. The "fair share" responsibility of the CSEA bargaining unit is 25.337% for this deficit. The CSEA bargaining unit "fair share" total dollar amount is \$95,520.~~
 - ~~c. The savings generated from the one (1) unpaid "furlough" day for 2009-10 by the CSEA bargaining unit is \$62,361.~~
 - ~~d. The Association agrees that for 2009-10 it shall take a total of two (2) unpaid "furlough" days, generating a savings of \$124,722. These two (2) unpaid days shall be taken during Spring Break 2010. One half day furlough pay deduction will be taken out of March, April, May, and June earnings.~~
 - ~~e. The additional balance of the CSEA bargaining unit "fair share" (\$29,202) shall be credited to the CSEA "fair share" for the year 2010-2011.~~
 - ~~f. For the duration of this Agreement, if any bargaining unit or group of employees recovers any portion of their "fair share" of the deficit (Guild = 61.74%; Management = 12.915%) for the 2009-10 fiscal year, the association shall receive a commensurate recovery amount to be~~~~

applied at the discretion of the Association.

~~4. Both parties agree to the 2008 Retirement Incentive Proposal dated March 21, 2008~~

- ~~1. In recognition of the improved budget in the State of California (COLA & Growth) and to reflect the equity between District bargaining units, the Association salary schedule shall be increased by 3.65% retroactive to July 1st, 2013.~~
- ~~2. The Association's proportionate share of the 2012 Blue Shield rebate shall be distributed as a one-time bonus to all active and retired Association bargaining unit members who were covered by the District's medical plan as of December 2012.~~
- ~~3. In the event that any other bargaining unit of the District receive a salary increase and/or other compensation (i.e. on or off schedule improvement, improved health and welfare, retirement incentive, bonus, etc.) in 2013-2014, the Association bargaining unit members shall retroactively receive an equivalent increase in funds.~~

SECTION 15-14. Payroll Deductions - The District shall, upon receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings the amount specified by the employee for the following; Credit Union, United Way/AID, Tax Sheltered Annuities, U.S. Savings Bonds, CSEA Group Life Insurance and a CSEA Group Income Protection, or CSEA membership dues or service fees.

Counter Offer From
CSEA Glendale College Chapter 76
To
Glendale Community College District

June 25, 2014

ARTICLE XV – CLASSIFICATION

SECTION 1. Standards for the Classification of Positions - The Office of Human Resources shall develop and maintain a class specification for each class in the classified service of the District as necessary to meet the needs of the service for the allocation of new positions and the reallocation of existing positions. The specification shall be descriptive of the classes and shall not be considered as a restriction on the assignment of duties not specifically listed. New Class specifications shall be submitted to the Board of Trustees and be subject to its approval.

SECTION 2. Classification Studies - Each position in the classified service shall be allocated to the appropriate class in conformance with specifications for that class.

A. New Classification Study

A classification study shall be conducted whenever new positions are to be created. The District shall contact CSEA to begin negotiations on the salary of the new position.

Position classification studies of individual positions or groups of positions shall be made whenever the assigned duties or responsibilities of existing positions have undergone significant changes (re: level of responsibility, problem solving, authority for action, knowledge and skills, working conditions, scope of impact) and or when new positions are to be created.

B. Reclassification Study

- ~~1. Position classification studies of individual positions or groups of positions shall be made whenever the assigned duties or responsibilities of existing positions have undergone significant changes (re: level of responsibility, problem solving, authority for action, knowledge and skills, working conditions, scope of impact) and or when a "Request for Out of Classification Compensation" form (attached as Appendix F of this Agreement) has been filed; or whenever a request for a reclassification is initiated by an employee between January 1, and by no later than April 15 of each year.~~

2. ~~1. Or whenever a request is initiated by an employee An employee may initiate a request for reclassification by requesting, in writing, a reclassification questionnaire. between January 1, and The reclassification questionnaire (Appendix O) will be posted, annually, on the district website by January 1st of each year. It must be completed and submitted to Human Resources by no later than April 15 **between January 1 and June 30** of each year.~~
 3. ~~2. Once an individual or group-classification study has been completed and fully implemented; the employee or group affected by the requested study who requested the study must wait three (3) years from the date the results of the study were presented to the employee to initiate a new study. of the employee's position. **reclassification questionnaire was submitted to Human Resources.**~~
 4. ~~3. The reclassification requests for **Reclassification studies** shall be considered based on completed in the order in which the request reclassification questionnaires they are were received.~~
 5. ~~4. Consultants may be used to complete the individual classification studies when there is agreement between the District and the CSEA to use mutually agreed upon consultants. The general direction of the study will be to complete reclassification(s) with existing staff.~~
 6. ~~5. In addition to the existing internal salary schedule, the District may use class descriptions and salary schedules compiled **from** outside sources that are mutually agreed upon.~~
5. The Office of Human Resources will complete the screening of the applicant's survey response(s), complete a desk audit, and gather other pertinent information, needed to make a recommendation(s). **If a document is deemed not pertinent, Human Resources shall notify the employee in writing that the document will not be forwarded.** The recommendation will be reviewed with the unit manager supervisor, the applicant, and at the request of the employee, CSEA as an advisor to the applicant.
7. ~~6. The CSEA shall receive, within fifteen (15) business days of April 15 **June 30** a report including time lines for the classification study. by July 31 of each year, a list of all the reclassification requests for the calendar year.~~
 8. ~~7. The first fifteen (15) reclassification study requests will be completed by the end of that calendar year. The **remaining reclassification requests shall be completed within one (1) year of submission.**~~

9. ~~8.~~ If the reclassification study request takes more than six (6) months to complete and results in the employee receiving a compensation increase, that increase shall be retroactive ~~up to six months from the date the results of the study were presented to the employee to the~~ **date of the reclassification request** questionnaire was ~~submission~~ received in Human Resources. In the event that the employee is receiving out-of-classification compensation and/or a stipend for work outside of their ~~job description~~ classification, there shall be no retroactivity if the employee is receiving that compensation and/or stipend for the work being considered as part of the reclassification study.

SECTION 3. Final Recommendation - When the Office of Human Resources has made a final recommendation ~~completed~~ regarding the reclassification request ~~Classification study~~, it shall ~~report the findings~~ provide a written response to the employee and to the CSEA President. If the District recommends a new classification it shall ~~contact CSEA to begin negotiations with CSEA on the salary of the new classification.~~ If the district denies the reclassification or recommends a classification with which the employee does not agree, **the District shall provide the reason(s) for the denial** decision. The employee may appeal to the JEMC.

SECTION 4. Joint Employee Management Committee (JEMC) - The JEMC shall be comprised of three (3) members and one (1) alternate selected by Superintendent/President, three (3) members and one (1) alternate selected by CSEA; and one (1) mutually agreed upon confidential employee. If mutual agreement cannot be reached the confidential employee will be selected by lot. The District shall provide a secretary to make an audio tape and transcribe the minutes of the committee.

~~A.~~ Chair to the JEMC shall be elected from among its members and shall alternate every calendar year between the CSEA and the District.

The JEMC may decide:

- ~~1. The employee is working within the existing classification.~~
- ~~2. The employee is not working within the existing classification.~~
- ~~3. The duties being performed are appropriate to the recommended classification.~~
- ~~4. The duties being performed are not appropriate to the recommended classification, in which case the District and CSEA shall negotiate the appropriate classification.~~

1. **The reclassification is denied:**

a. ~~The employee is working~~ duties being performed are within the existing classification.

2. The reclassification is approved:

a. The duties being performed are not within the existing classification, in which case the District and CSEA shall negotiate the appropriate classification.

b. The duties being performed are appropriate to the recommended classification.

c. The duties being performed are not appropriate to the recommended classification, in which case the District and CSEA shall negotiate the appropriate classification.

SECTION 5. Appeal Process - An employee or group of employees have the right to be represented by CSEA at all steps of the appeal procedures. **All pertinent documents and information regarding the reclassification shall be forwarded to JEMC.**

A. Appeal to JEMC

1. Within ten (10) working days after receiving the District's recommendation, an employee(s) may submit a memo to the Office of Human Resources requesting an appeal of the District's recommendation. The Office of Human Resources will immediately notify the Chair of the JEMC.
2. Within ten (10) days of receiving a request for appeal, the Chair of the JEMC shall set an appeal date.
 - a. The appeal date shall be scheduled in the order received and shall take place within ninety (90) ~~sixty (60)~~ calendar days.
 - b. The Chair of the JEMC shall notify in writing the employee, the District, the President of CSEA, and the members of the committee of the appeal date.
 - c. ~~The employee~~ **All parties has the option to may be present during the interviews of the supervisor with the JEMC.**

- d. The JEMC will render a decision within five (5) days of the hearing; and the chair will notify the employee, CSEA President and the Office of Human Resources.
- e. If the JEMC rules in favor of the employee and the District chooses not to appeal, the District and CSEA will immediately begin negotiations to determine the proper classification.

If the JEMC rules in favor of the District and the employee chooses not to appeal, the process ends here.

B. Appeal to the Board

~~When the employee or the District disagree with the decision of the JEMC either party may appeal to the Board of Trustees by submitting a written request for a hearing to the Superintendent/President, and the President of CSEA within ten (10) days of receiving the JEMC decision.~~

~~Upon receiving the request for an appeal the Superintendent/President shall forward the tapes and transcripts to the Board and set up a closed session of the Board of Trustees on the next regularly scheduled agenda provided that it is received by the Board at least ten (10) days prior to the meeting. Should the request be received in less than ten (10) days, the appeal shall be placed on the following month's closed session agenda.~~

~~The Superintendent/President will inform all parties of the appeal hearing date and place.~~

~~The Board will review written and taped testimony and supporting documentation and may request testimony from both parties prior to rendering a decision. The decision of the Board of Trustees is final and not subject to the grievance process. The Office of Human Resources shall communicate the Board's decision to the incumbent employee within forty eight (48) hours of the closed session.~~

B. Appeal to the Superintendent/President

When the employee or the District disagree with the decision of the JEMC either party may appeal by submitting a written request for a hearing to the Superintendent/President, and the President of CSEA within ten (10) days of receiving the JEMC decision.

The Superintendent/President will inform all parties of the appeal hearing date and ~~place~~ location.

The Superintendent/President will review written and taped testimony and supporting documentation and may request testimony from both parties prior to rendering a decision. The Superintendent/President shall render a decision within thirty (30) calendar days from the date of receipt of the appeal. The decision of the Superintendent/President is final and not subject to the grievance process. The Superintendent/President shall communicate the decision, in writing, to both parties.

B.C. Salary Compensation

When an appeal process results in any reclassification of a position with a corresponding salary increase, the employee will receive compensation retroactive to the date of the Districts initial denial or recommendation.

SECTION 6 . Conflict of Interest

- A. No employee of the Office of Human Resources shall be a member of the JEMC committee.
- B. If a member of the JEMC works in the same department, is related to the employee, or has the same classification as the appellant employee requesting the reclassification, that member will be replaced by the an alternate for the duration of that appeal.

SECTION 7. Appointments of Incumbents to Reclassified Positions Approved
Reclassifications - ~~When~~ If an employee occupied position is reclassified to a classification on a higher salary range, the incumbent employee may be promoted without further examination to the higher level class. ~~upon approval of the Associate Vice President of Human Resources. He/She shall review and approve the promotion of incumbents of reclassified positions when the incumbent meets the minimum requirements for the higher level classification and has demonstrated proficiency in duties consistent with the concept of the higher classification for a period of one (1) year.~~

SECTION 8. ~~Establishment of Salary Rates for New Classifications~~ - The Board of Trustees or its designee shall establish salary rates for new classified positions. Salary rates shall be established by the surveying of outside agencies with like positions or by internal alignment. Agencies surveyed shall be agreed upon with the bargaining unit for unit positions. (see Appendix "G")

SECTION 8. Negotiation of Salary Rates for New Classifications - A Committee of three (3) consisting of the CSEA Labor Relations Representative, The Chapter President of CSEA and one (1) unit employee, selected by CSEA, will meet with Human Resources shall meet and negotiate the salary placement of a new classification. ~~to review and negotiate the salary of the new classification.~~ AThe Ssalary rate shall be established based on conducting a salary survey using the existing internal salary schedule and the list of mutually agreed upon community college districts (See Appendix G) with comparable positions. ~~gencies surveyed shall be agreed upon with the bargaining unit for unit positions (See Appendix "G").~~ In the event there are less than three (3) comparable positions, the District may use class descriptions and salary schedules compiled from outside sources that are mutually agreed upon.

SECTION 9. Abolishing a Position or Class - If the District proposes to abolish a position or class of positions, it shall notify the Chapter President of CSEA of the proposed action before the decision is finalized.

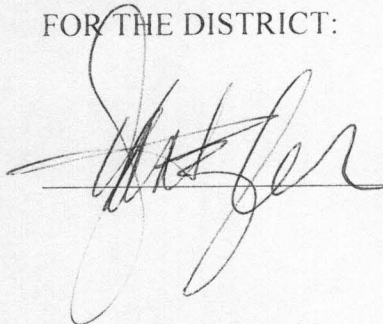
SECTION 10. Reclassifying a Vacant Position - When a position becomes vacant, **and the District wants to adjust that classification, CSEA and the District shall meet and negotiate proposed changes.** and it is determined by the District that it shall be reclassified, the District shall ~~notify~~ confer with the Chapter President of CSEA of such proposed action prior to the final determination.

This Tentative Agreement is subject to ratification/adoption by both parties.


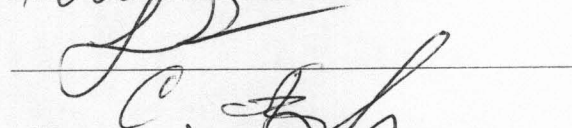

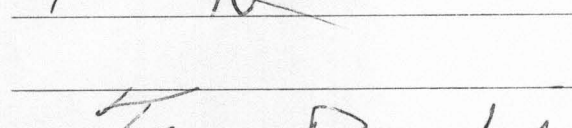
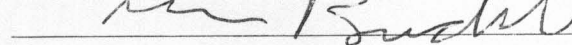
Tentatively agreed to on

June 25, 2014.

FOR THE DISTRICT:

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FOR THE ASSOCIATION:

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