

CSEA Chapter #76  
And  
Glendale Community College  
2005-2006 Re-opener Negotiations

CSEA COUNTER-PROPOSAL  
11/9/05  
Session 3

Article IV – Section 7 – Right to Information

D. Monthly list of student workers employed by the college. This list shall contain the following information: name of student, department/office location, date of hire, and the number of hours per month for which the student was hired.

1. Names of student workers;
2. Number of total student worker hours worked per month per Division;
3. Division assigned as follows:
  - a. Superintendent / President
  - b. College Services
  - c. Administrative Services
  - d. Instructional Services

AGREED ON November 9, 2005  
For GLENDALE COMMUNITY COLLEGE:

FOR CSEA CHAPTER 76:

For CSEA

2007 the District  
District

Nidal Lopez

C. Lopez

Fletcher Smart

Dvora Mayer

William Barakat

Michael W. J.

CSEA Chapter #76  
And  
Glendale Community College  
2005-2006 Re-opener Negotiations

**CSEA COUNTER PROPOSAL #2**

November 9, 2005

Session 3

**Article VIII – Wages**

**SECTION 3**

**E.** *(maintain current contract language by accepting District proposal of 11/9/05 with changes to Article 8, Section 5.)*

**SECTION 13. Longevity Increments**

*(in place of Article VIII.13.a & b, have the language read:)*

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

**At the beginning of their 10<sup>th</sup> year of service.**

**At the beginning of their 15<sup>th</sup> year of service.**

**At the beginning of their 20<sup>th</sup> year of service.**

**At the beginning of their 25<sup>th</sup> year of service.**

**SECTION 15. Compensation Adjustment**

**B. Fiscal Year 2005-2006**

- 1. Salary shall be increased on schedule for all employees by 3.4% retroactive to July 1, 2005.**
- 2. The District agrees to give CSEA their proportional share (24.31%) of the recalculated growth funds anticipated from the state, minus any property tax shortfall. This salary augmentation shall be effective January 1, 2006.**
- 3. The District shall pay a pro-rata share of the one-time Blue Shield rebate as a one-time bonus to all CSEA bargaining unit employees who were employed during the 2004-2005 school year.**
- 4. In the event that any other bargaining unit receives any compensation greater than the**

amounts agreed to in B.1 and B.2 above, CSEA  
and the District agree to return to the negotiations  
table to determine the commensurate increase.

AGREED ON November 9, 2005  
For GLENDALE COMMUNITY COLLEGE: FOR CSEA CHAPTER 76:

For CSEA

*John Phil*

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*Nidal Kalkan*

*C. Hoff*

*Getchen Smart*

*Dora Mayer*

*Ali barm Barakat*

*Michael W. J.*

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GLENDALE COMMUNITY COLLEGE DISTRICT  
COUNTER PROPOSAL TO ARTICLE VIII WAGES - SECTION 3

ARTICLE VIII WAGES - SECTION 5

SECTION 5. Working Out of Classification - A permanent employee who is assigned to 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.

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 stipend based on the duties being performed.

- Deleted:
- Deleted: compensation
- Deleted: classification and salary allocation of
- Deleted:
- Inserted: the duties being performed.

Nov. 9, 2005

For CSEA

for the District  
*[Signature]*

*Michael W. [Signature]*

*[Signature]*

*[Signature]*

Gutchen Smart

Dora Mayer

Abraham Barata

11/9/2005

# 2006-2007 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTHS	HOLIDAYS	9 MO NON WORK DAYS	WORK DAYS PER CALENDAR			
			12 MO	11 MO	10 MO	9 MO
JULY	07/04/06		21	0	0	0
AUGUST			23	23	0	0
SEPTEMBER	09/04/06		21	21	21	21
OCTOBER			22	22	22	22
NOVEMBER	11/10/06					
	11/23/06					
	11/24/06		22	22	22	22
DECEMBER	12/22/06					
	12/25/06					
	12/26/06					
	12/27/06	12/18/06 *				
	12/28/06	12/19/06 *				
	12/29/06	12/20/06 *				
	12/21/06 *		21	21	21	17
JANUARY	01/01/07					
	01/15/07		23	23	23	23
FEBRUARY	02/16/07					
	02/19/07		20	20	20	20
MARCH			22	22	22	22
APRIL		04/16/07*				
		04/17/07*				
		04/18/07*				
		04/19/07*				
		04/20/07*		21	21	21
MAY	05/28/07		23	23	23	23
JUNE		06/11/07 TO 6/30/07	21	21	21	6
TOTAL WORK DAYS PER CALENDAR =			260	239	216	192

**9 MO EMPLOYEES work from 09/01/06 - 06/08/07**

9 mo employees will accrue earned vacation days and earned sick days equal to a 10 mo employee.

\* Vacation days must be used for Spring break and December non-work days.

**10 MO EMPLOYEES work from 09/01/06 - 06/30/07**

\* Vacation days must be used for Spring break.

**11 MO EMPLOYEES work from 08/01/06 - 06/30/07**

11 mo employees will have either July or August off.

**12 MO EMPLOYEES work from 07/01/06 - 06/30/07**

For CSEA: For the District

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

**APPENDIX "K"**  
**REPORT AND REQUEST FOR LEAVE OF ABSENCE FORM**

Name: \_\_\_\_\_ Dept: \_\_\_\_\_

Total Days Requested: \_\_\_\_\_ Total Hrs. Requested: \_\_\_\_\_ Hrs. Per Day: \_\_\_\_\_

From: (date/time) \_\_\_\_\_ To: (date/time) \_\_\_\_\_

Type of Leave:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Conference         | <input type="checkbox"/> District Approved    | <input type="checkbox"/> Maternity           |
| <input type="checkbox"/> Vacation           | <input type="checkbox"/> Staff Development    | <input type="checkbox"/> Industrial Accident |
| <input type="checkbox"/> Sick Leave         | <input type="checkbox"/> Family Medical Leave | <input type="checkbox"/> Jury Duty           |
| <input type="checkbox"/> Personal Necessity | <input type="checkbox"/> Personal Leave       | <input type="checkbox"/> Bereavement         |
| <input type="checkbox"/> Military           | <input type="checkbox"/> Other _____          |  |

Date Submitted: \_\_\_\_\_ Received By: \_\_\_\_\_  
Supervisor's Signature

After this document has been received, a copy shall be provided to the employee.

- Approved:  
 Not Approved: Reason \_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Employee's Signature

The employee must be notified of the final decision within three working days of receipt.

November 9, 2005

For CSEA

*Michelle [unclear]*  
*[Signature]*

*Gutchen Smart*  
*Dvora Mayer*  
*Abraham Baraka*  
*Michael W. [unclear]*

*for District*  
*[Signature]*

CSEA Chapter #76  
And  
Glendale Community College  
2005-2006 Re-opener Negotiations

**CSEA COUNTER PROPOSAL**

November 9, 2005  
Session 3

Article XII - Vacation

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

- ~~A. Starting with the first (1<sup>st</sup>) year of service, up to but less than five (5) years of service, a rate of 1.25 shall be used;~~
  - ~~B. Upon completion of five (5) but less than ten (10) years of service, a rate of 1.667 shall be used;~~
  - ~~C. Upon completion of ten (10) years of service, a rate of 1.833 shall be used.~~
- A. 1 - 4 years at a rate of 1.25 shall be used;
  - B. 5 - 9 years at a rate of 1.667 shall be used;
  - C. 10 - 14 years at a rate of 1.833 shall be used; ~~and~~

**SECTION 11. B**

An employee who has earned the maximum vacation and has **written** documentation from the District that they were denied vacation because of the District's workload or any other mitigating circumstances that would prevent the employee from taking vacation; that vacation time, at the option of the employee shall be carried over to the next fiscal year or be paid; or an equivalent monetary amount be deposited into a tax-sheltered annuity plan designated by the employee.

**SECTION 12. Maximum Vacation Accrual** - *maintain current contract language*

AGREED ON November 9, 2005  
For GLENDALE COMMUNITY COLLEGE:

FOR CSEA CHAPTER 76:

For CSEA

For the District

*[Signature]*

*Michael W. [Signature]*

*[Signature]*

*C. [Signature]*  
*Gubodan [Signature]*  
*Dora [Signature]*

GLENDALE COMMUNITY COLLEGE DISTRICT  
COUNTER PROPOSAL TO  
November 9, 2005

ARTICLE XVII – DISCIPLINARY PROCEDURE

SECTION 5. Conduct of Board of Trustees Appeal Hearing

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


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

B. Counsel/representatives for the respective parties shall exchange witness lists at least five (5) working days prior to the hearing.

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

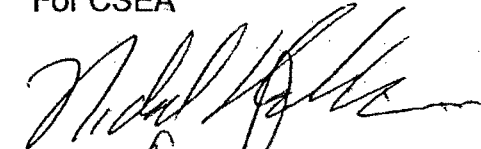
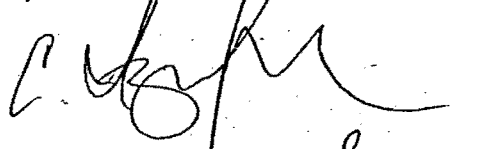
Tentative Agreement Reached: Nov. 9, 2005  
Date

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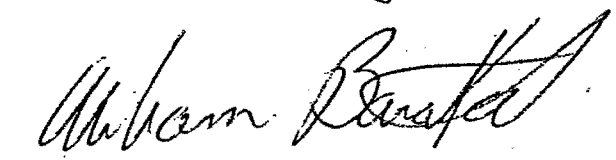
  
For the District

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For CSEA

Gutcheon Smart  
Dora Mayer

  
Michael W. F