

COUNTER-PROPOSAL

from the

Glendale Community College

to the

CSEA Glendale College Chapter 76

May 5, 2010

ARTICLE X – LEAVES OF ABSENCE

SECTION 2. Personal Necessity Leave - Employees are eligible for Personal Necessity Leave, with pay, within the following provisions:

- A. A maximum of seven (7) full days of the employee's sick leave time may be used each fiscal year for reasons of Personal Necessity. Personal Necessity **may not be accumulated from year to year**. The employee using Personal Necessity Leave under this Section shall notify his/her immediate supervisor as early as possible, indicating which of the circumstances listed below necessitates this absence. Before or after return from this absence, the employee will complete and submit the "Report and Request for Leave of Absence Form", Appendix K to his/her immediate supervisor indicating circumstances necessitating such leave. Personal necessity leave shall be granted for the following purposes:

SECTION 6. Industrial Injury or Illness Leave - Permanent employees are eligible for Industrial Injury or Illness Leave, with pay, within the following provisions.

- A. An employee in the classified service absent from duty because of a verified and reported industrial injury or illness resulting from his/her regular assignments, and qualifying under the provisions of the Workers' Compensation Insurance Law, shall be compensated at the same rate he/she would have received had he/she worked, from the first day of absence to and including the last day of absence not to exceed sixty (60) work days, for each illness or injury. Allowable leave under this section shall not be accumulative from year-to-year. If an employee exhausts his/her Workers'

Compensation Industrial Leave benefits, he/she is eligible for sick leave benefits as provided in Section 1, of this Article.

- B. Light Duty – Consistent with the American with Disabilities Act, upon mutual agreement between the District and the employee, an employee may return to work with restricted or “light” duties with a physicians release for light duty.
- C. Personal Physician – If an employee wishes to be treated by a personal physician(s) or medical facility selected pursuant to Labor Code Section 4600, the employee shall notify the District in writing (see Appendix “I”), and shall advise the District of the name and address of such personal physician(s) or medical facility **prior to injury.**

SECTION 7. Maternity Leave of Absence - Employees are eligible for a Maternity Leave of Absence within the following provisions and upon approval of the Board of Trustees:

- C. Length of Leave: A maternity leave of absence shall be granted only for the period of time the employee is verified by the employee's personal physician as physically unable to perform regular duties.

SECTION 8. Bereavement Leave - Employees are eligible for a Bereavement Leave of Absence within the following provisions and upon approval of the Board of Trustees:

- C. **The District reserves the right to request validation of death of the family member.**

SECTION 12. Family and Medical Leave - The District will comply with the Family and Medical Leave Act (FMLA) of 1993 **and the California Family Rights Act (CFRA)** to provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons during any fiscal year. Part-time employees are eligible if they have worked for at least one (1) year, and for seven hundred and eight (708) hours over the previous twelve (12) months. Full time employees are eligible if they have worked at least one (1) year, and for twelve hundred and fifty (1250) hours over the previous twelve months. The following leave conditions are addressed:

- A. Birth of child; placement of a child with the employee for adoption or foster care, guardianship, and dependent adults.

- B. To care for the employee's spouse, son or daughter, or parent, or dependent who has a serious health condition.
- C. A serious health condition that makes the employee unable to perform his or her job.
- D. **FMLA -Military Family Leave Qualifying Exigency for Military Family Leave. Eligible employees whose spouse, children or parents have been called to active duty are entitled to a maximum of 12 weeks of leave because of "any qualifying exigency" arising out of that circumstance. The following examples qualify for FMLA leave under this provision: where the spouse of a deployed service member is managing childcare issues caused by the deployment, a family member is escorting the service member being deployed to the place of departure, the spouse is attending deployment briefings, etc.**

Military Caregiver Leave: Eligible employees who are spouses, children, parents or next of kin, are entitled to take up to 26 weeks of leave in a single 12-month period to care for a family member, for a serious injury or illness of a covered service member. The service member must be a member of the Regular Armed Forces, the National Guard, or the Reserves and undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list. Although the entitlement is in addition to leave otherwise permitted under FMLA, an employee's combined total annual FMLA leave entitlement cannot exceed 26 weeks.

Exercise of these family leave provisions shall be subject to the following:

1. Health benefits shall continue as though the employee was in paid status.
2. Such leave for a serious health condition of the employee shall run concurrently with similar paid and unpaid leave that are a part of this Agreement.
3. This section does not replace existing leave provisions of this Agreement; it supplements such provisions.

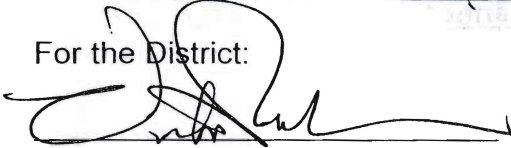
4. Vacation and illness leave may be utilized during family leave, for (A) and (B) above at the option of the employee.
5. In the event that the employee's position has been abolished while on unpaid family leave, the employee shall be reinstated to an equivalent position with the same hours and salary. The leave shall not constitute a break in service for longevity, seniority, or health benefits upon retirement. An employee returning from leave shall return with no less seniority than he/she had when the leave commenced.
6. Serious health condition is an illness, injury, impairment or mental condition that involves either inpatient care or continuing treatment as defined by the Family Medical Leave Act.
7. This leave may be utilized in increments less than a consecutive twelve (12) week period.

Appropriate policies, administrative regulations, and forms for implementation will be developed with the review of the bargaining unit.

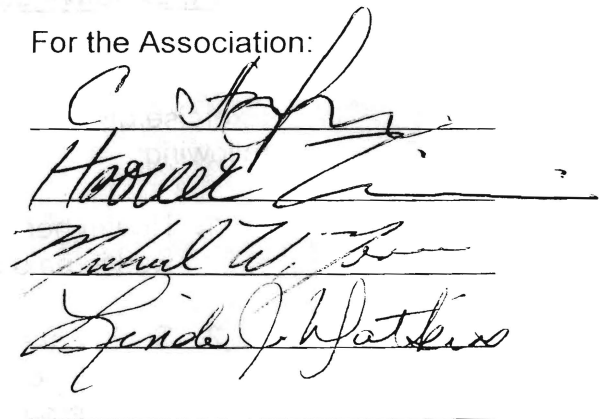
All other sections of this article remain unchanged. This Tentative Agreement subject to ratification/ adoption by both parties

Tentatively agreed to on May 12, 2010

For the District:



For the Association:



COUNTER PROPOSAL
from the
CSEA Glendale College Chapter 76
to the
Glendale Community College

2009-12 Successor Negotiations

May 12, 2010

ARTICLE XIV - PROBATIONARY PERIOD

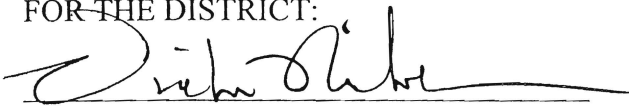
SECTION 1. Probationary Period - A probationary period **is the first one hundred and thirty (130) days of paid service, or if extended by mutual agreement of the District and Association, one hundred and seventy-four (174) days of paid service** **from** for an original or promotional appointment to a permanent position, ~~from an eligibility list, a list of the names of persons who have qualified in an examination, is successful completion of one hundred and thirty (130) days of paid service or if extended, one hundred and seventy-four (174) days of paid service.~~ Police Peace Officer classifications will serve a one (1) year probationary period.

All other provisions of this Article remain status quo from last year.


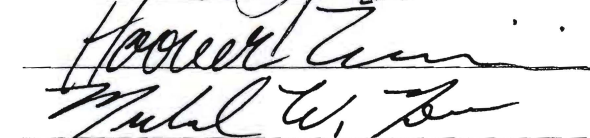
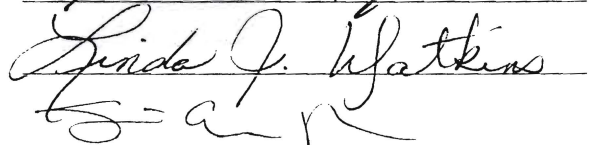
This Tentative Agreement is subject to ratification/adoption by both parties.

Tentatively agreed to on May 12, 2010.

FOR THE DISTRICT:



FOR THE ASSOCIATION:

COUNTER PROPOSAL
from the
CSEA Glendale College Chapter 76
to the
Glendale Community College

2009-12 Successor Negotiations

January 6, 2010

ARTICLE VIII - WAGES

SECTION 15. Compensation Adjustment

~~A.~~ Fiscal Year 2006-2007

- ~~1.~~ A 7.5% salary adjustment effective July 1, 2006. This includes the Association's proportional share (24.083%) of the twenty-five percent (25%) of all new unrestricted on-going funds received by the District in the First Period Apportioned Notice from the State of California.
- ~~2.~~ The Association will receive an equivalent increase in funds, in the event that any other bargaining unit (Guild or Management/Confidential) receives a percentage increase in excess of twenty-five percent (25%) of new monies or if any other bargaining unit receives additional dollars for 2006-07 compensation in excess of their proportional share.
- ~~3.~~ The Association's share of the \$327,353 Blue Shield rebate shall be distributed as a one-time bonus to all active and retired Association bargaining unit members who worked during the 2005 calendar year.

~~B.~~ Fiscal Year 2007-08

- ~~1.~~ All bargaining unit members shall receive a one-time off-schedule bonus of one percent (1.0%) of their annualized salary as of their March 31, 2008 pay rate. This off-schedule payment shall be paid to all bargaining unit members no later than June 30, 2008.
- ~~2.~~ Should any other bargaining unit receive an on-schedule salary increase in any amount, bargaining unit members

shall receive the same on-schedule salary increase effective July 1, 2008. If the on-schedule salary increase is greater than 1% then the bargaining unit members shall receive a retroactive paycheck for the excess with an effective date as agreed to with the other unit.

3. ~~If any other bargaining unit receives a one time off-schedule bonus of more than 1%, bargaining unit members shall receive the same amount.~~
4. ~~Both parties agree to the 2008 Retirement Incentive Proposal dated March 21, 2008 (attached).~~

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 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 benefits, 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 their proportionate share of the \$154,586 Blue Shield rebate as a one-time bonus.
3. The District and Association agree on the following regarding 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 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 = 61.747%; 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

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

Tentatively agreed to on Jan 6, 2010.

FOR THE DISTRICT:

[Signature]

FOR THE ASSOCIATION:

[Signature]
[Signature]
[Signature]
[Signature]

PROPOSAL
from the
CSEA Glendale College Chapter 76
to the
Glendale Community College

2009-__ Successor Negotiations

October 14, 2009

ARTICLE XXVI – DURATION AND TERMINATION

SECTION 1. Effective Date - This Agreement shall be for a three-year duration becoming effective as of July 1, 2006 **2009**, and continuing through June 30, 2009 **2012**.

SECTION 2. Limited Re-openers - No later than August 15 in each year of this Agreement, either party may submit initial proposals to re-open two (2) Articles in addition to Article VIII-Wages, Article IX Health and Welfare Benefits and Article XVIII-Disciplinary Procedures. Additional re-openers may be considered if mutually agreed to by both parties. Initial proposals must be sunshined at the next available Board of Trustees meeting in order to commence negotiations no later than October 1 of each year.

During the duration of this Agreement both parties agree in principle to review the contract layout and to consolidate sections or unnecessary sections without changing the content of the Agreement by mutual agreement.

Such limited re-openers shall not affect the validity or duration of this Agreement. Such limited re-opener negotiations shall be subject to the negotiations obligations of the E.E.R.A. and are not subject to the Grievance Procedures (Article VI).

SECTION 3. Remains in Effect - If the parties have not reached an agreement on or before the anniversary date, or the re-opener date, all provisions of this Agreement shall remain in full force and effect ~~effect~~, unless the Agreement is specifically terminated in accordance with the provisions listed below.

SECTION 4. Intent to Terminate - At any time after the anniversary date, if no agreement has been reached, either party may give written notice to the other of intent to terminate the Agreement in not less than ten (10) days. All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued.


SECTION 5. Termination of Agreement - If the parties have failed to resolve their differences when the specified time, provided in Section 4 above, has elapsed, all obligations under this Agreement are automatically canceled.

~~SECTION 6.~~ The District and Association agree to establish a Joint Disciplinary Procedure Committee for the purpose of reviewing Article XVIII Disciplinary Procedures. This Committee shall meet a sufficient number of times in order to submit recommended changes to this Article to the College and Association for 2007-08 negotiations. This Committee shall be composed of six (6) representatives, three appointed by the District and three appointed by the Association. Release time for Association members of this Committee shall be provided for by the District.


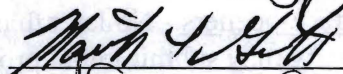
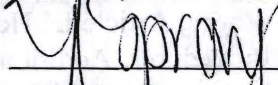
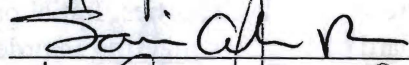
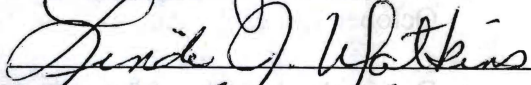
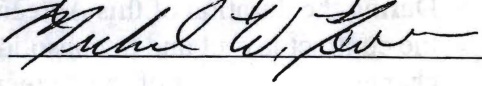
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Tentatively agreed to on 10/14/09.

FOR THE DISTRICT



FOR THE ASSOCIATION

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2009-__ Successor Negotiations

October 14, 2009

ARTICLE V – ORGANIZATIONAL SECURITY

SECTION 4. Transmittal of Dues/Service Fees - The District shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.

A. Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical listing of all employees in the bargaining unit, identifying them by name, **the last four digits of their** social security number, months per year in paid status, annual salary, amount deducted, if any, and whether such deduction is for dues, service fees, or charitable contributions.

All other provisions of this Article remain unchanged.

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

Tentatively agreed to on 10/14/09.

FOR THE DISTRICT:

Debra Nichols

FOR THE ASSOCIATION:

C. [Signature]

[Signature]

Debra J. Watkins

Mark [Signature]

[Signature]

[Signature]

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2009-__ Successor Negotiations

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ARTICLE XXIV – RETIREMENT

SECTION 5. The District shall verify with Cal-PERS, prior to employment of any Cal-PERS retiree, that the potential employee shall not have their retirement negatively impacted by their employment by the District.

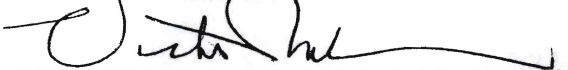
The District shall inform all Cal-PERS retirees, prior to employment that they need to contact Cal-PERS to ensure that their employment by the District does not negatively impact their retirement

All other provisions of this Article remain unchanged.

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

Tentatively agreed to on 10/14/09.

FOR THE DISTRICT:



FOR THE ASSOCIATION:

