

COUNTER PROPOSAL
from the
CSEA Glendale College Chapter 76
to the
Glendale Community College
2009-12 Successor Negotiations

June 2, 2010

ARTICLE VIII - WAGES

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 Director of Human Resources Associate Vice President, Human Resources 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 automatically be made available to CSEA Chapter President or designee upon a single annual request. ~~from the CSEA Chapter President.~~

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 ~~2006-07~~ the amount for salary reallocation shall be equal to \$50,000.

For the 2007-08 the amount for salary reallocation shall be equal to \$50,000.

For the 2008-09 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, ~~2006~~ **2009**, was ~~\$13,314~~ **\$103,027 \$90,947**. 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 a fiscal year, the allocation for the upcoming fiscal year shall be reduced so as to not exceed a fund balance cap of \$150,000 per fiscal year.**

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 **of the duties being assigned for temporary out of classification assignments as well as approved reclassifications. It is understood that higher level duties that are "suffered and permitted" are covered by this Section. 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 stipend **compensation** based on the duties being performed.

Employees who believe that they are working out of classification shall complete and submit to Human Resources the "Request for Out of Classification Compensation" form (attached as Exhibit F of this Agreement). 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 8. Training and/or Transitional Differential Pay

Employees who have completed at least twenty one (21) years of employment with the District may elect to participate in the job training and/or transitional program.

Employees must submit a letter to the Office of Human Resources stating the last day of employment with the District. The retirement date must be no more than fourteen (14) months from the date of submission. The retirement date will be submitted to the next regular Board of Trustees meeting for approval and is non-revocable once approved by the Board of Trustees.

Employees participating in this program will receive a five percent (5%) differential monthly stipend for their final twelve (12) months of employment or from the date of submission if less than twelve (12) months prior to the retirement date. Participation in this program is limited to one (1) twelve (12) month period only.

SECTION 13. Longevity Increments

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

- 10-14 years of service
- 15-19 years of service
- 20-24 years of service
- 25- + ~~29~~ years of service
- 30+ years of service

All other sections of this article remain unchanged.

Note: Each Section that follows shall be renumbered accordingly.

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

Tentatively agreed to on June 2, 2010.

FOR THE DISTRICT:

Vicki D. Miller

FOR THE ASSOCIATION:

S. Ayers
M. W. J. Per
Harriet Linn
J. Ann
J. Mary
Ginda J. Watkins

COUNTER PROPOSAL

From the
CSEA Glendale College Chapter 76
To the
Glendale Community College

2009-2012 Successor Negotiations

June 2, 2010

ARTICLE XXII – CONTRACTING OUT

SECTION 2. Bargaining Unit Work – No supervisory or management ~~non-~~
~~bargaining unit~~ employee ~~or student~~ may ~~shall~~ perform any
work within the job description of a bargaining unit employee
which will result in the displacement, reduction of hours, transfer
or reassignment of any bargaining unit employee ~~as covered in~~
~~E.C. 88003.1~~ ~~No work formerly performed by laid off or~~
~~reduced employees based on their job description shall be~~
~~transferred out of the bargaining unit, within the bargaining~~
~~unit, contracted out, or done by volunteers or students.~~

All other provisions of this Article remain unchanged.

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

Tentatively agreed to on June 2, 2010

FOR THE DISTRICT:

[Signature]

FOR THE ASSOCIATION:

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

PROPOSAL
from the
Glendale Community College
to the

CSEA Glendale College Chapter 76

2009-2010 Successor Negotiations

June 23, 2010

ARTICLE I - AGREEMENT

THIS AGREEMENT is made and entered into this 26th 23st day of ~~January, 2004~~ June, 2010 by and between the GLENDALE COMMUNITY COLLEGE DISTRICT, hereinafter designated as the "District" and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its GLENDALE COMMUNITY COLLEGE CHAPTER #76, hereinafter designated as the "Association," and constitutes the sole Agreement between the parties.

SECTION 1. Purpose of Agreement - The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences and establish wages, hours of employment, and other terms and conditions of employment as defined in Chapter 10.7, Section 3543.2 of Division 4 of Title 1 of the Government Code of the State of California.

SECTION 2. Force and Effect - Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect. In the event of such invalidation, at the request of either party, the parties agree to meet and negotiate within thirty (30) days following the final effective date of the invalidation to attempt to arrive at a mutually satisfactory resolution of the matter. **By not meeting, both parties agree that the invalidation is operative immediately upon the effective date of the legislation and/or court of competent jurisdiction decision. Both parties agree that if there is a change in the law we will meet to negotiate the effects of the change.**

SECTION 3. Definitions

- A. The use of the word "day(s)," unless otherwise specifically stated herein, shall mean a scheduled day of work.
- B. The use of the word "spouse" as used throughout this contract shall be construed to include domestic partner of the employee, unless, otherwise specifically stated.

- C. Anniversary Date: Anniversary Date is the date a bargaining unit member becomes permanent. In the event of a reorganization and/or reclassification, there is no change from the original Anniversary Date. In the event of a promotion, the bargaining unit member shall receive a new Anniversary Date upon becoming permanent.
- D. Grievance: See Article VI. Section 1.
- E. Hire Date: The date a bargaining unit member first served as an employee of the College.
- F. PERB is the Public Employment Relations Board.

SECTION 4. Understanding and Agreements - The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement **except as permitted by law**, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

Tentatively agreed to on June 23, 2010

FOR THE DISTRICT:



FOR THE ASSOCIATION:





