

**Counter Proposal
From
Glendale Community College District
To
California School Employees Association and its Glendale Chapter 76**

January 20, 2016

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, and the District will meet and negotiate in good faith to provide parity.

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 full-time equivalent 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 of 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 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 **an unpaid** 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. **Longevity pay is not included in the determination of this step. Once this promotional step placement is determined, all longevity pay will then be applied to calculate the employee's monthly compensation.** 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. 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 By March 15th, 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 employee shall not be effected 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.

If the results of the salary survey indicate a higher salary range, 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 for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period, shall be properly compensated according to the following:

- 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%) of his/her time shall be compensated at the first step of the salary range for the higher classification that is at least a 5% salary increase 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 inclusive of the longevity increments.

An employee shall be compensated the higher rate of pay retroactive to the first (1) day of the duties being assigned for temporary out of classification subject to applicable federal and state laws.

The stipend amount shall not be more than what the employee would receive if he/she were promoted/reclassified to the higher classification.

- C. All requests for 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 within ninety days of the out of work 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 five percent (5%) of their 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 nine percent (9%) of their 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 (1½) 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 (2½) 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.

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

All employees, regardless of their time in any one classification shall advance the following increments from their current base on a schedule salary step. Longevity is determined on the employee's original permanent position date of hire adjusted for any unpaid periods of time, as follows:

10-14 After the completion of 9 years of service – 5% increment

15-19 After the completion of 14 years of service – 5% increment

20-24 After the completion of 19 years of service – 5% increment

25-29 After the completion of 24 years of service – 5% increment*

30+ After the completion of 29 years of service – 5% increment

*Effective July 1, 2015

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. 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.

APPENDIX "F"

Glendale Community College
Human Resources Department

**REQUEST FOR OUT-OF-CLASS COMPENSATION
FOR ADDITIONAL DUTIES**

Please complete the following form which will be used to determine additional compensation for duties performed outside of your official job description for more than five days in a fifteen day period. The request will be reviewed and the proper compensation will be determined within thirty calendar days of receipt of this request. This form must be fully completed and signed by the employee prior to it being submitted to the Human Resources Department. Please retain a copy for your records.

Employee Name: _____ Date of Request: _____

Department/Division: _____

Current Position Title: _____ Work Location (for example: AD143): _____

Telephone Extension: _____

Name of Supervisor: _____ Supervisor's Telephone Extension: _____

Monthly Salary: _____ Range: _____ Step: _____

Additional job duty assigned (not in your official job description): Please list each job duty separately and include all the information requested below.

Attach additional sheets if necessary

Number of hours per week performing duty: _____

Date additional duty was assigned to you: _____

Is the additional duty still being performed by you? YES or NO

If not, date the additional duties ended: _____

Submitted by: _____
Print Employee Name

Date: _____

Employee Signature

Article VIII - Wages

Agreed on January 20, 2016

CSEA

District

[Signature]

[Signature]

[Signature]

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C. [Signature]

[Signature]

[Signature]

Tron Burdick

Labor Relations Representative