

**COUNTER PROPOSAL  
FROM  
GLENDALE COMMUNITY COLLEGE DISTRICT  
TO THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 76**

**September 23, 2015**

**ARTICLE VI - GRIEVANCE PROCEDURES**

**SECTION 1. Definitions**

- A. A "grievance" is defined as an allegation by an employee covered hereby that the District has violated a specific provision of this Agreement and that by reason of such alleged violation, his/her rights have been adversely affected.
- B. A "grievant" may be an employee or group of employees making a claim that their rights have been violated. Nothing shall preclude CSEA Chapter 76 from filing a grievance on behalf of any individual or group of employees.
- C. The "immediate supervisor" is the management designee having immediate jurisdiction over the grievant, who has been designated by the District to process grievances in Step 1.
- D. The "next higher level supervisor" is the management designee who has been designated by the District to process grievances in Step 2.

**SECTION 2. Processing a Grievance - A grievance shall be processed in the following manner:**

**Step 1:** The best resolution of a grievance is at the lowest possible level. Therefore, not later than thirty (30) days following the incident which prompted the grievance allegation, the grievant shall first discuss his/her complaint with his/her immediate supervisor in an effort to resolve the problem through discussions and informal means. The immediate supervisor will give his/her oral answer to the employee not later than ~~thirty (30)~~ **ten (10)** days after the discussion and the giving of such answer will terminate Step 1.

**Step 2:** If the grievance is not settled in Step 1 and the grievant decides to pursue the matter further, the grievance shall be reduced to writing by the employee, fully stating the facts of the grievance and detailing the specific provisions of this Agreement alleged to have been violated, remedy sought, signed and dated by the employee and presented to the next higher level supervisor within ten (10) days after termination of Step 1. A meeting between the employee and the next higher level supervisor will ~~be arranged~~ **occur** within ~~fifteen (15)~~ **ten (10)** days to review and discuss the grievance. Both parties may have one (1) additional representative present. The decision by the next higher level supervisor shall be rendered in writing, not later than ten (10) days after the meeting, and the rendering of such decision will terminate Step 2.

**Step 3:** If a grievance is not settled in Step 2, and the grievant decides to pursue the matter further, the grievance shall be submitted to the Superintendent/President or his/her designee within ten (10) days from the receipt of the District's answer in Step 2. A meeting between the grievant, his/her representative, and the Superintendent/President and/or his/her designee will ~~be arranged~~ occur within fifteen (15) ~~ten (10)~~ days to review and discuss the grievance. The decision by the Superintendent/President or his/her designee shall be rendered in writing to the grievant and the Association President, ~~by posting in the U.S. Mail~~ no later than ten (10) days after the meeting, and the rendering of such decision will terminate Step 3.

**Step 4:** If a grievance is not settled in Step 3, and the grievant decides to pursue the matter further, the grievance shall be submitted to arbitration, but only if the Association representative gives written notice to the District of the decision to arbitrate the grievance within ~~twenty (20)~~ **ten (10)** days after receipt of the decision of the District in Step 3 of the grievance procedure. The provisions of Article II -Recognition, the Retained Rights set forth in Article III and hereby incorporated by reference herein; and the provisions of Article XXV - Concerted Activities, are specifically excluded from arbitration under the provisions of this Article.

As soon as possible and in any event not later than ten (10) days after the District receives written notice of the decision to arbitrate, the Association representative shall request the California Mediation and Conciliation Service to submit a panel of five (5) local arbitrators. The District and the grievant and/or his/her representative shall in turn strike a name from the list until only one (1) remains. The remaining name shall be accepted by both parties as the impartial arbitrator. The privilege of striking the first name shall be decided by lot.

The impartial arbitrator shall, as soon as possible thereafter, hear said grievance and render his/her decision in writing. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days after he/she has heard the case. The decision of the arbitrator will be final and binding upon the parties of this Agreement.

**SECTION 3.** Effects of Arbitration on Agreement - This Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other.

~~No decision rendered by the arbitrator shall be retroactive beyond the beginning of the ten (10) day period specified in Step 2 of the Grievance Procedure set forth in this Article or the occurrence of the grievance, whichever is the more recent. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement. If a question of arbitrability arises, that question shall be subject to the provisions of the Grievance Procedure beginning with Step 3.~~

**SECTION 4.** Number of Arbitrations - The arbitrator may hear and determine only one (1) grievance at a time unless the parties mutually agree otherwise.

**SECTION 5.** Time Line for Grievances - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered null and void. Time limits for appeal provided in each Step shall begin the day following the day that the decision is rendered by the District. A decision rendered at any Step in the Grievance Procedure becomes final unless appealed within the time limits specified in the Agreement. Any extension of time requested by the District **or the Association will be by mutual agreement.** ~~must be negotiated directly with the grievant and must be by mutual consent of the Association and the grievant.~~ In the event that the District fails to act within the time limits allowed for responses and/or meetings, the Grievance will automatically proceed to the next step.

**SECTION 6.** Costs of Arbitration - All costs for the services of the arbitrator, including but not limited to, per diem expenses, his/her travel and subsistence expense, cost of any hearing room, court reporting and transcripts will be borne equally by the District and the Association. ~~Necessary substitute costs for witnesses will be borne by the party incurring them.~~

**SECTION 7.** Miscellaneous

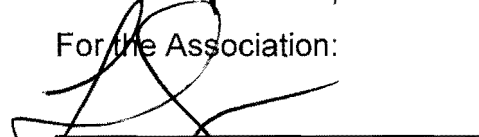
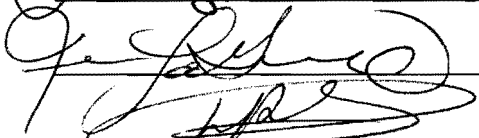
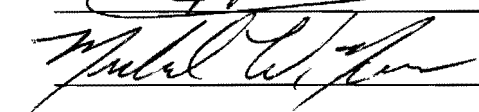
- A. If a grievance arises from action or inaction on the part of a member of the administration at a level above that designated in Step 2 of this procedure, as determined by the Superintendent/President or his/her designee, the grievant shall submit such grievance in writing to the Superintendent/President or his/her designee and the Association directly and the processing of such grievance will commence at Step 3.
- B. Forms for filing grievances will be prepared and distributed by the Association.
- C. The "District Designees to Process Grievances" shall be the immediate supervisor for Step 1; the next higher level supervisor for Step 2; and the Superintendent/President or his/her designee for Step 3. Such designees may be changed at the sole discretion of the District upon written notification to the Association.
- D. The designated representative shall inform his/her immediate supervisor twenty-four (24) hours prior to his/her requested release from duties for grievance processing, in order that an adequate substitute may be obtained, if such is necessary. Release time shall be limited solely to representing a grievant in a conference with management representatives, in **Step 2** and Step 3 of the Grievance Procedure ~~only~~, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

The parties expressly agree that there shall be no disciplinary and/or retaliatory measures taken against any individual or group of individuals who have in good faith filed a grievance under the terms of this Article.

**SECTION 8.** Maintaining Records of Grievances - The above-described grievance documents shall be maintained in a grievance file separate from the personnel files of the participants. Personnel files shall not refer to grievance documents except as necessary to implement an action resulting from the grievance procedure.

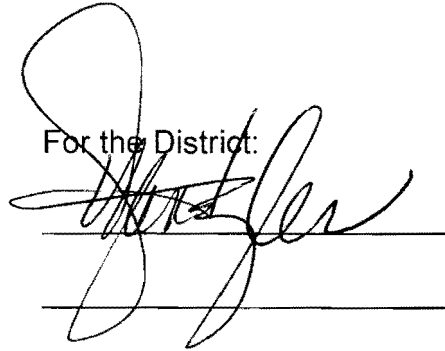
Date Sept. 23, 2015

For the Association:

  
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\_\_\_\_\_  
Van Burck

For the District:

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

**February 3, 2016**

**ARTICLE XVII - EVALUATION PROCEDURES**

**SECTION 1.** Job Performance Appraisal - Job Performance Appraisal is based on established standards and is intended to be a tool to evoke and validate performance, it may at times be necessary to use it for disciplinary purposes. The Job Performance Appraisal process is accomplished through:

- A. Reviewing with the employee the duties of the job, the expected job standards and the method used to measure performance. Regular and continuous feedback shall be provided the employee concerning both the strong and the weak points, if any, of his/her performance. Completion of the formal appraisal instrument shall be shared with the employee at least every other year thereafter.
- B. Determining conditions which limit or restrict the achievement of the desired level of performance.
- C. Discovering areas which can be improved by specific types of Assistance; and
- D. Taking the necessary corrective steps when evaluator assistance fails to bring about a satisfactory level of performance.

**SECTION 2.** Evaluation Schedule - Job performance of employees shall be evaluated in accordance with the following schedule:

- A. Probationary employees shall be evaluated at the end of the second (2nd) and fifth (5th) months of service. (see Appendix E "E1" & "E2" for the appropriate form to use)
- B. Permanent employees shall be evaluated at the end of the first year and every other year thereafter on or before the anniversary month. Evaluations shall be completed by June 1<sup>st</sup> of the appropriate year. (see Appendix E "E3" for the appropriate form to use)

C. Evaluations shall be considered confidential and be based upon documentation to support deteriorating work performance.

**SECTION 3.** Review of Performance Evaluation Report - The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with the employee. Evaluations shall be based on observation and knowledge. No evaluations shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials. Performance evaluations shall be prepared with the assistance of the supervisor and will be reviewed and signed by the management persons who are responsible for the employee's work. The evaluation shall be signed by the employee to indicate receipt and the employee shall be given a signed copy.

**SECTION 4.** Unscheduled Evaluations - An unscheduled evaluation for a permanent employee may be submitted at any time during the year upon evidence of outstanding work, changed work habits, or performance on the part of an employee.

**SECTION 5.** Unsatisfactory Evaluation-- A permanent employee who receives an overall rating of "unsatisfactory", will be expected to improve his/her performance to such an extent that a re-evaluation will reflect an overall rating of above unsatisfactory. Employees will be given a written ~~Action Plan~~ **Plan for Improvement** by their immediate supervisor listing the areas requiring improvement to achieve satisfactory performance by the time of re-evaluation. The ~~Action Plan~~ **Plan for Improvement** will be presented to the employee no later than five (5) working days after the unsatisfactory evaluation is completed. Re-evaluation shall occur no sooner than sixty (60) days from the date of the unsatisfactory evaluation. Failure to make such an improvement in performance may subject the employee to the provisions of Article XVIII - Disciplinary procedures.

**SECTION 6.** Written Response to Evaluation - A permanent employee shall have the right to submit a written response **within thirty (30) days** to a written evaluation and it ~~which shall be attached to that evaluation~~ **and be placed** in the personnel file.

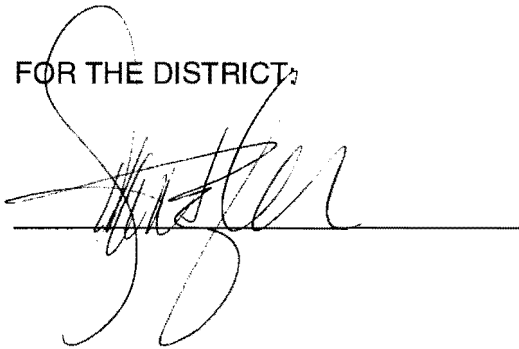
**SECTION 7.** Conditions for Grieving the Evaluation - A permanent employee may, upon receipt of his/her evaluation, file an appeal through the established grievance procedures only on the grounds that the evaluation procedures specified in this Article have not been followed in the preparation of his/her evaluation.

**SECTION 8.** Evaluation Forms - Evaluation forms shall be reviewed by CSEA to ensure uniformity and fairness to all classified employees. Changes in the evaluation form(s) shall be agreed to by both parties to this Agreement. (see Appendix E "E1", "E2" & "E3")

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

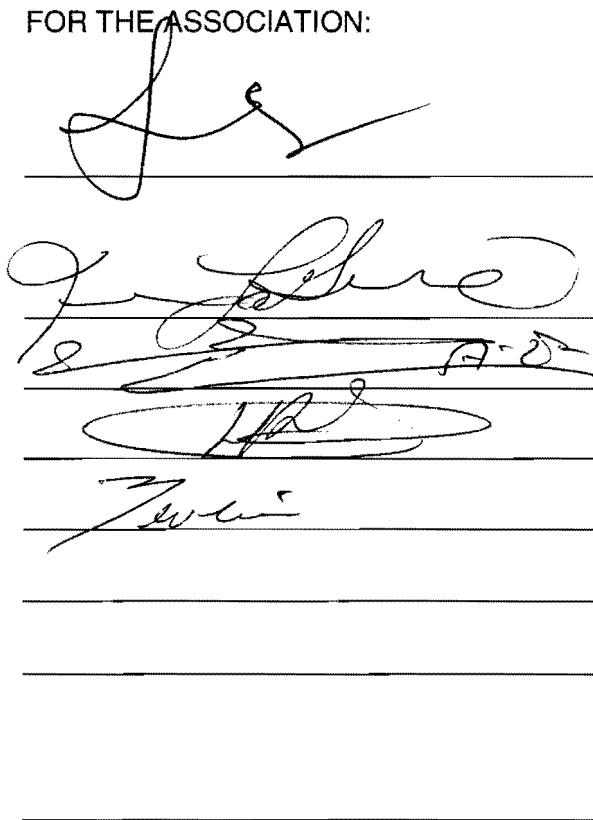
Tentatively agreed to on February 3, 2014

FOR THE DISTRICT:



A large, stylized handwritten signature in black ink, written over a horizontal line.

FOR THE ASSOCIATION:



Four handwritten signatures in black ink, each written over a horizontal line. The signatures are: 1) A stylized signature, 2) A signature that appears to be 'J. Burdick', 3) A signature with 'A.O.' written below it, and 4) A signature that appears to be 'Tron Burdick'.

Tron Burdick  
Labor Relations Representative

**GLENDALE COMMUNITY COLLEGE  
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Name: _____	Job Title: _____
Dept: _____	Evaluation Period: _____ Next Evaluation Period: _____

Employee Status:	Type of Evaluation:
<input type="checkbox"/> Permanent	<input type="checkbox"/> Regular <input type="checkbox"/> Unscheduled
<input type="checkbox"/> Probation	<input type="checkbox"/> 2 month <input type="checkbox"/> 5 month (Final)
	<input type="checkbox"/> Extension    Date extended until: _____
	<input type="checkbox"/> Did not pass probation

Factor:	Performance Rating						
Indicate the performance rating by shading the appropriate box for each factor.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">Exceeds</td> <td style="width: 10%; text-align: center;">Meets</td> <td style="width: 10%; text-align: center;">Needs Improvement</td> <td style="width: 10%; text-align: center;">Unsatisfactory</td> <td style="width: 10%; text-align: center;">N/A</td> </tr> </table>	Exceeds	Meets	Needs Improvement	Unsatisfactory	N/A	Use comments to describe employee's strengths and weaknesses. A rating of "Unsatisfactory" requires a "Plan for Improvement" (see page 2). Additional comments may be attached on a separate sheet of paper.
Exceeds	Meets	Needs Improvement	Unsatisfactory	N/A			

**Overall Performance Rating:** \_\_\_\_\_

	Comments:
<b>1 QUALITY OF WORK</b> Accurate, neat, thorough Complies with applicable procedures	
<b>2 QUANTITY OF WORK</b> <b>Amount of work performed</b> Completes assigned work as scheduled Handles a variety of tasks/projects	
<b>3 WORK HABITS</b> Attendance, observes work hours Observes safety rules & regulations Complies with work instructions Applies knowledge of applicable policies and procedures Organizes and completes work within established deadlines	
<b>4 PERSONAL RELATIONS</b> Interacts professionally and effectively with others <del>Meets and handles public</del> <b>Personnel Interactions</b> Professional presentation <del>Manages</del> <b>Handles</b> difficult situations/people	
<b>5 INITIATIVE</b> Adapts to new situations or new work methods Performs duties with minimal instruction Performs duties with minimal supervision Informs supervisor of work status	
<b>6 KNOWLEDGE</b> Knowledge of job related laws, <del>practices-</del> <b>policies</b> , procedures, and principles Understands <del>of</del> related job tasks <b>Provides accurate and appropriate information to inquiries accurately to-</b>	
<b>7 COMMUNICATION</b> Clear and concise verbal and written communication Uses appropriate tone and non verbal cues when communicating with others <b>Respectfully</b> listens to others	
<b>8 SUPERVISORY ABILITY</b> Provides <b>effective</b> work direction and <b>appropriate feedback</b> Supervises student workers	

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

Job Title: \_\_\_\_\_

Complete Section 1 (if applicable) by indicating any special projects, assignments, and/or training related to the employee's job and/or institutional/programatic goals. Section 2 is required to be completed and include a Plan for Improvement for all "Unsatisfactory" performance ratings. Additional comments may be attached on a separate sheet of paper.

**Section 1:**

Indicate the employee's accomplishments ( i.e. special projects, assignments, and/or training) during this evaluation period.

[Empty box for Section 1 content]

**Section 3 2**

Plan for Improvement, if applicable (required for all "unsatisfactory" ratings).

[Empty box for Section 3 2 content]

**Additional comments:**

[Empty box for Additional comments content]

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

Date: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Signing this form does not imply agreement with the content of the evaluation. The employee may **attach** submit a written response to this evaluation, ~~within 15 days~~.

Send original to Human Resources Department. Make one copy for employee.

*[Handwritten Signature]*  
2/3/16

*[Handwritten Signature]*  
2/5/16

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

**February 3, 2016**

**ARTICLE XXI - PROFESSIONAL GROWTH**

- SECTION 1.**     Statement of Purpose - A professional growth program for the classified staff of Glendale Community College District shall provide the following objectives:
- A.** Encourage employees to complete college/university, community college, adult school, and/or various other educational programs.
  - B.** Encourage employees to update skills and/or knowledge relating to current positions.
  - C.** Encourage employees to upgrade skill and/or knowledge for future career enhancements.
- SECTION 2.**     Eligibility - All classified employees must pass probation before they are eligible to earn classified professional growth units (CPGU).
- SECTION 3.**     Procedures for Application - Employees requesting District assistance for degree related courses shall prepare a "Personal Plan of Action" (see Appendix N) on a form approved by the bargaining unit and provided by ~~the Staff Development Office~~ the Office of Human Resources. The plan will state clear goals, objectives, and a list of courses to achieve the stated goals and/or objectives and the time line to complete the plan. This plan shall also include the specific assistance the employee is requesting of the District (e.g., release time, flex schedules, and/or tuition reimbursement).
- SECTION 4.**     Approval of Plans - Between August 15 and May 5, the employee shall submit the "Personal Plan of Action" to the Office of Human Resources for approval/denial.
- A.** If the plan is denied the employee shall have 10 working days to amend the plan and submit a memo to the Office of Human Resources requesting an appeal.

- ~~B.~~ The Office of Human Resources will submit the appeal to the PGC for review.
- ~~C.~~ The Professional Growth Committee (PGC) will review denied plans and ~~make a determination as to~~ determine whether the plan should be approved or denied. A written explanation of the decision shall be forwarded to the employee within ten (10) days of the decision. ~~Denied plans may be modified and resubmitted PGC.~~ If the revised plan of action is still denied, it should be forwarded to the Superintendent/President of Glendale Community College for final action.
- ~~D.~~ Approved plans shall be forwarded, within ten (10) days, to the ~~Staff Development Office~~ Office of Human Resources.
  - 1. ~~The Staff Development Office~~ The Office of Human Resources shall keep the original plan on file. ~~and send the employee a copy along with one (1) "Request for Tuition Set-Aside" form.~~
  - 2. The ~~Staff Development Officer~~ Classified **Professional** Development Coordinator shall notify the Staff Development Governance Committee at its next scheduled meeting of all plans approved since its last meeting so that the approval can be reflected in the minutes.

**SECTION 5. Approved Course Sites - Approved course work may be taken at:**

- A. Any accredited college/university
- B. Any accredited community college
- C. Any state approved private industry school
- D. Any approved seminar site

**SECTION 6. Courses Allowed** – Any number of courses may be taken during an employee’s non-duty time. A permanent employee may take up to two (2) courses per semester, during their working hours, providing the following conditions are met:

- A. Operational needs of the employee’s department are met.
- B. The courses are taken according to the provisions set forth by the PGC.

An employee may be excused from duty to take one (1) approved course or class a semester on district time. An employee may also take a second course or class using one (1) or a combination of the following time plans:

- A. Personal Necessity Leave,
- B. Vacation Time,
- C. Personal Time Without Pay,
- D. ~~{Grab your reader’s attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.}~~
- C. Request for time-off for any Professional Development Courses must be approved by the Supervisor. **If a time schedule cannot be agreed upon, CSEA and the District shall meet to discuss a resolution.alternative schedules. An employee shall have the right of appeal to the PGC. The decision of the PGC will be forwarded to the Superintendent/President of Glendale Community College for final action.**

**SECTION 7. Professional Growth Units** – Professional growth credit units shall be determined by the following:

- A. Approved college courses completed with a passing grade of C or better will receive ten (10) professional growth units for each three (3) semester units or equivalent quarter units of class attendance and shall be tabulated for credit accrual by the Office of Human Resources.
- B. Campus-sponsored Staff Development classes, shall not require a “Personal Plan of Action”, but must be job related and receive the prior approval of the supervisor. Evidence of attendance shall be furnished to the employee by the Staff Development Office. Each

activity will receive one (1) Professional growth credit unit for each three (3) hours of lecture, workshop, or class attendance.

**C. Seminars, job related vocational training**, conferences, workshops and other training opportunities ~~that last fewer than five (5) days~~ shall not require a "Personal Plan of Action", but must be job related and receive the prior approval of the supervisor. One (1) a professional growth unit will accrue for each three (3) hours of workshops or conference attendance up to a maximum of eight (8) hours per day. Forms which the employee may use to verify the professional growth credit units will be available in the **Staff Development Office of Human Resources**. These forms may be submitted to Office of Human Resources for tabulation.

~~D. Seminars and job related vocational training that lasts five (5) days or more shall not require a "Personal Plan of Action", but must be job related and receive the prior approval of the supervisor. Five (5) CPGU will accrue for each workshop or conference attendance. Forms which the employee may use to verify the professional growth units will be available in the Staff Development Office. These forms may be submitted to the Office of Human Resources for tabulation.~~

#### **SECTION 8.** Types of Professional Growth Objectives

- A. Job and/or career related completion of Degree (AA/AS, BA/BS, MA/MS, Ph.D. Ed.D, etc.)
- B. Job and/or career related Certificate (Educational or Industry Standard)
- C. Job and/or career related Professional Enhancement courses or seminars
- D. Job and/or career related Continuing or Adult Education courses

#### **SECTION 9.** Tuition Reimbursement Eligibility – Only completed courses, classes, seminars, or job related training will be considered for tuition reimbursement.

- A. Approved classes taken on the employee's own time (Personal Necessity Time, Vacation Time, Personal Time Without Pay, and Non-duty Time) may receive tuition reimbursement subject to budget limitation.

- ~~B. An employee who is approved to take~~ **A Employees taking approved classes taken** on District time ~~is not~~ are eligible for tuition reimbursement subject to budget limitations. ~~Will either receive tuition reimbursement or be paid for by the District after approval of the Professional Growth Committee SDAS, subject to budget limitations. The committee will take the employee's supervisor/manager's recommendation into account before giving its approval.~~
- C. If the District requires that the employee take a course, class, seminar, or job-related training, the tuition will be paid in advance.
- D. An employee cannot receive staff development funds under this Article for tuition reimbursement if the employee is receiving reimbursement from any other source for the same activity.

**SECTION 10.** Tuition Reimbursement Procedures ~~—Thirty (30) calendar days prior to registering in a class, the employee may submit a "Request for Tuition Set Aside" to the SDAS Chair the Office of Human Resources. If the request falls within budget guidelines approved by the SDAS, the SDAS Chair the AVP, Human Resources (or designee), it will be signed the request and forwarded it to accounting so that the funds can be encumbered.~~

- A. Upon completion of approved courses, classes, seminars, or job-related training, it is the responsibility of the employee to provide verification of completion with a transcript or acceptable certificate of completion **and a Tuition Reimbursement Form**, to the ~~Staff Development Officer Classified~~ **Professional Development Coordinator**. ~~The Staff Development Officer~~ Within ten (10) days, ~~the Human Resources and the Classified Professional Development Coordinator~~ **will then and shall** verify the documentation and approve reimbursements within established budget guidelines **approved by the Staff Development Advisory Subcommittee** and send **a form verification of earned CPGUs to the employee, showing the number of professional growth credit units earned, for forwarding to the Office of Human Resources**. The employee shall receive a reimbursement check within fifteen (15) days from the Purchasing Department upon receiving the expenditure approval.
- B. Tuition is ~~to be~~ reimbursed up to \$300 per employee, per academic year. ~~the public institution per-unit rate for taking courses at a state university.~~
  - a. ~~Within ten (10) days the Staff Development Officer Human~~

~~Resources and the Classified Development Coordinator shall verify the documentation, approve the expenditure, if appropriate and submit authorization to the Purchasing Department.~~

~~b. The employee shall receive a reimbursement check within fifteen (15) days from the Purchasing Department receiving the expenditure approval.~~

~~E. A copy of the SDAS minutes approving tuition reimbursements shall be kept by the Staff Development Office.~~

### ~~C. Procedures for Attending Conferences or Travel~~

~~1. Upon registration in a class or classes, the employee shall submit to the Staff Development Officer Classified **Professional Development Coordinator** a Conference or Travel Request form with only the top half completed so that the set-aside funds may be encumbered. The **Staff Development Office of Human Resources** shall forward the form to the Purchasing Department. The Purchasing Department will forward the form to the employee within fifteen (15) days.~~

~~2. Upon completion of a class or classes, the employee shall submit the completed Conference or Travel Request form along with a transcript or grade report showing completion of the class or classes and a receipt from the institution showing payment of tuition to the Staff Development Officer Human Resources to request the tuition being reimbursed.~~

~~a. Within ten (10) days the Staff Development Officer Human Resources and Classified Development Coordinator shall verify the documentation, approve the expenditure, if appropriate and submit authorization to the Purchasing Department.~~

~~b. The employee shall receive a reimbursement check within fifteen (15) days from the Purchasing Department receiving the expenditure approval.~~

~~E. Campus-sponsored Staff Development classes shall be approved by the Staff Development Officer and shall not be subtracted from the classified employees' tuition reimbursement fund.~~

**SECTION 11.** Professional Growth for Salary Enhancement - Employees will be given considerations toward career objective as follows:

- A. Employees will be given twenty dollar (\$20) per month stipend for each twenty (20) professional growth credit units completed to a maximum of ~~one hundred eighty dollars (\$180) per month~~ **two hundred forty dollars (\$240)**. Stipends shall end when an employee is reclassified or promoted to a job which salary exceeds the value of the previous base salary plus stipend by at least five percent (5%). When determining step placement, the employee shall be placed on a step not less than the value of five percent (5%) greater than the previous base salary plus stipend.
- B. Qualified employees seeking to move from the classified service to a faculty position may be eligible for positions in a mentor program.
- C. Upon completion of approved courses which lead to training in specific job-related activities and implementation of the new skill(s) for a period of six (6) months, reclassification of the job position will be considered upon employees' request.

**SECTION 12.** Procedures for Maintenance of the Professional Growth Committee to ensure that the greater majority of all problems and unaddressed contingencies are dealt with by a knowledgeable group during the program's operation, it is proposed that a Professional Growth Committee shall be appointed composed of five (5) people.

- A. CSEA will appoint two (2) classified employees.
- B. The Superintendent/President will appoint two (2) managers: one (1) classified and one (1) certificated.
- C. The appointed members will jointly elect a member of the confidential staff to represent the confidential employees.
- D. The Associate Vice President of Human Resources and an ~~Academic Counselor selected by the Dean of Student Services~~ **and Classified Development Coordinator** will serve as resource non-voting members.

~~**SECTION 13.** Continuity of Membership - To achieve continuity of membership, the initial incoming members shall draw lots for one (1) and two (2) year terms in either Group A or Group B.~~

- ~~A. Group A being for one (1) year; after one (1) year, he/she can~~

be reappointed for the two (2) year term.

~~B. Group B is for two (2) years; after two (2) years, he/she can resign or be reappointed for an additional two (2) year term.~~

~~C. The two (2) management appointees and the two (2) CSEA appointees must not be in the same Group. (Example, one (1) manager in Group A and the other manager in Group B.) The same applies to the two (2) CSEA members. One (1) in Group A and the other in Group B.~~

~~DE.~~ All future appointments will be for a two (2) year term with the exception of an appointment which replaces a seated member.

~~EF.~~ The initial term of the confidential employee will be for two (2) years, and all future terms will be in two (2) year increments with the exception of an appointment which replaces the seated member.

~~FG.~~ Any replacement appointments will run until the completion of the existing term of the member being replaced.

**SECTION 14. Duties of the Professional Growth Committee**

**A.** Approve or deny Personal Plans of Action made by classified staff.

**B.** Evaluate all courses, classes and/or seminars submitted for Professional Growth recognition.

**C.** Serve as a Review Board when supervisors and employees disagree upon time schedules.

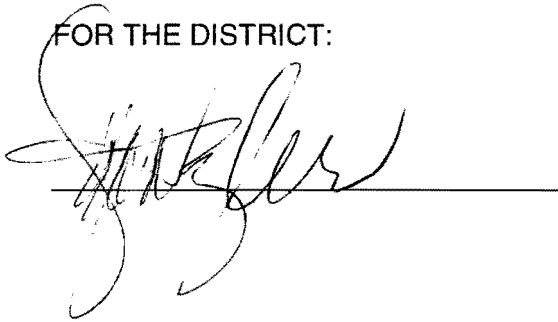
**D.** The PGC shall immediately upon formation undertake the task of determining the application procedures and the appropriate forms to be used for the Professional Growth program.

**ARTICLE XXI - PROFESSIONAL GROWTH**

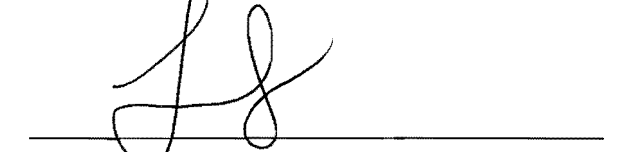

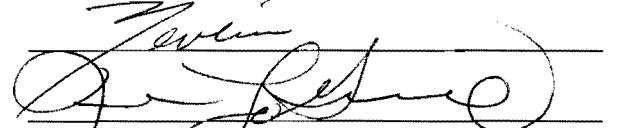

This Tentative Agreement is subject to ratification/adoption by both parties.

Tentatively agreed to on February 3, 2010

FOR THE DISTRICT:

  
\_\_\_\_\_

FOR THE ASSOCIATION:

  
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Tron Burdick  
Labor Relations Representative

# 2016-2017 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTHS	HOLIDAYS	DAYS IN PAID SERVICE
JULY	07/04/16	20
AUGUST		23
SEPTEMBER	09/05/16	21
OCTOBER		21
NOVEMBER	11/11/16 11/24/16 11/25/16	19
DECEMBER	12/22/16 12/23/16 12/26/16 12/27/16 12/28/16 12/29/16 12/30/16	15
JANUARY	01/02/17 01/16/17	20
FEBRUARY	02/17/17 02/20/17	18
MARCH	03/31/17	22
APRIL		20
MAY	05/29/17	22
JUNE		22
<b>TOTAL DAYS IN PAID SERVICE =</b>		<b>243</b>

**10 MO EMPLOYEES work from 07/01/16 - 06/30/17**

- Vacation days shall be used during the Spring break (4/17/17 – 4/22/17)
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August

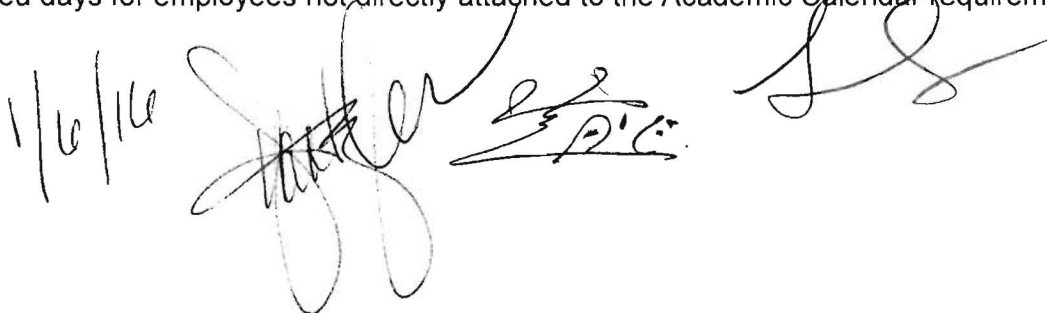
**11 MO EMPLOYEES work from 07/01/16 - 06/30/17**

- 11 month employees take the equivalent of one month (consecutive weeks) off between the months of July and August.

**12 MO EMPLOYEES work from 07/01/16 - 06/30/17**

Note: 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.

1/6/16



The bottom of the page contains several handwritten signatures and initials. On the left, the date '1/6/16' is written. To its right are three distinct signatures: a large, flowing signature, a signature that appears to be 'S.P.C.', and a signature that looks like 'S.S.'.

## District Proposal

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

September 23, 2015

### ARTICLE XI – HOLIDAYS

**SECTION 1.** Official Holidays - The following holidays will be observed and paid for at an employee's basic hourly rate of pay for hours the employee would have normally been scheduled, except as provided for in this Article.

New Year's Day (January 1st)	Admissions Day (September 9th)*
Martin Luther King Day	Veteran's Day
Lincoln Day	Thanksgiving Day
Washington Day	Day after Thanksgiving Day
Caesar Chavez Day	Day before Christmas Day (December 24th)
(March 31)	Christmas Day (December 25th)
Memorial Day	
Independence Day (July 4th)	
Labor Day	

Holidays will be observed based on the academic calendar.

If December 24th falls on a Sunday, it will be observed on the Friday before.  
If December 25th falls on a Saturday, it will be observed on the Thursday before.  
If December 25th falls on a Sunday, it will be observed on the Thursday before.  
If January 1st falls on a Saturday, it will be observed on the Monday after.

Other than specifically stated above, in cases where one of the recognized holidays falls on Sunday, the holiday will normally be observed on Monday, immediately following; likewise, should any of the regular holidays fall on Saturday, the holiday will normally be observed on the Friday immediately preceding.

\*The Admissions Day holiday will be observed during the days between Christmas and New Year's Day.

**SECTION 2.** Eligibility for Holiday Pay - To be eligible for holiday pay, an employee must have been in a paid status during any portion of the day immediately preceding or succeeding the holiday. This provision applies to employees whose work week would be affected by a "Flex Calendar."

1. Employees who are not normally assigned to duty during the school holidays of Christmas Day and New Year's Day shall be

paid for those two (2) holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

**SECTION 3.** Work Performed on a Holiday - When an employee is required to work on any holiday specified in this Article, he/she shall be paid for the holiday at his/her basic hourly rate of pay, plus one and one-half (1½) times his/her basic hourly rate of pay, or be given compensatory time off at a rate equal to one and one-half (1½) times the actual hours worked on the holiday. The method of payment/compensation shall be by mutual agreement between the employee and supervisor.

**SECTION 4.** Holiday Falls on Non-workday - If a holiday falls on a non-work day and as a consequence loses a holiday to which he/she otherwise be entitled, he/she shall be provided with a substitute holiday, based on the prorated FTE of the assignment. The substitute holiday time off shall be by mutual agreement of the employee and supervisor, but shall be taken within 10 working days of the holiday. If the requested time off exceeds the prorated FTE of assignment, the employee shall make up the additional hours with vacation, comp time, or work within 10 days and with mutual agreement of the employee and supervisor. In the event that the substitute holiday cannot be taken within 10 days of the holiday, the employee shall be compensated for the lost holiday prorated based on the FTE of the assignment. If the employee is participating in the non- traditional work week, their work schedule will convert to the standard forty (40) hour week on weeks which contain a "School Holiday".

If the prorated holiday hours exceed the number of hours the employee is scheduled to work, the District is required to give the additional time off within 10 days of the holiday by mutual agreement of the employee and the supervisor.

If the prorated holiday hours are less that the number of hours the employee is scheduled to work, the employee is required to make up the additional hours within 10 days of the holiday by mutual agreement of the employee and the supervisor.

**SECTION 5.** Holidays at Child Development Center - Employees of the Child Development Center shall be assigned as 12-month employees. For any days worked during winter or spring break that qualifies as holidays under the contract, either floating holidays can be provided or the provisions of Section 4 of this Article may be utilized.

Holidays – District Proposal

Date September 23, 2015

For the Association:

[Signature]

[Signature]

Michael W. Green

[Signature]

\_\_\_\_\_

\_\_\_\_\_

Ken Bond

For the District:

[Signature]

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\_\_\_\_\_

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

December 2, 2015

ARTICLE XXIV – RETIREMENT

**SECTION 1.** Early Retirement Medical Benefits - The District will pay up to a maximum of ~~ten thousand and two hundred~~ **ten thousand and two hundred** dollars (**\$10,200**) per fiscal year for the medical, **dental, and vision** insurance of the retiring employee and his/her ~~eligible spouse, domestic partner, or eligible dependent and for the dental insurance of the retiring employee and eligible spouse,~~ providing the following conditions are met:

- A. The employee must have been employed as a regular employee for nine (9) or more years of consecutive service in the District immediately prior to retirement.
- B. The employee must have been eligible and covered under one (1) of the District sponsored health, ~~or dental, or vision~~ insurance plans in force immediately prior to retirement.
- C. To be eligible for this benefit, the employee must retire at or after age fifty-five (55) but before age sixty-five (65).
- D. Employees who desire coverage under provisions of this Section shall notify the Office of Human Resources of such desire at the time of retirement and annually thereafter.

The District will pay the premium to the health, ~~or dental care, or vision~~ company with which the employee was covered at the time of retirement. Such payment shall begin for the retiring employee beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District will cease payment of medical insurance premium when the employee reaches the age of sixty-five (65).

The retired employee may also elect to pay the premium for his/her

dependents, starting at age fifty-five (55) until the age of sixty-five (65). Payments must be made directly to the District Accounting Office. The initial payment shall be received on or before September 1 of each year and continued on a regular monthly basis for a total of ten (10) payments, with the additional payments to be received on or before the first (1<sup>st</sup>) day of the months of October through June of each year. Failure to make payments may result in the cancellation of retiree benefits.

For those employees retiring between the age of fifty-five (55) and sixty (60), one (1) additional year of premiums for medical insurance coverage, as outlined above, will be paid by the District for each of the years in the difference between age sixty (60) and the employee's age at the time of retirement with such additional coverage terminating if the employee reaches age seventy (70). As an example, an employee retiring after June 1, 1986 at age fifty-seven (57) would be entitled to District-paid health insurance premiums for self and eligible spouse through the employee's age sixty-eight (68) or until the death of the employee, if such occurs prior to the sixty-eighth (68) birthday.

**SECTION 2.** District Obligation Under this Article - The District's obligations under this Article are limited to payment of the premiums or sums indicated above. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers' administration of such programs are not the responsibility of the District, and are not subject to the grievance and arbitration procedures of Article VI of this Agreement.

~~**SECTION 3.** Retirement Formula - Bargaining unit employees who retire or die after January 1, 2000 shall be accorded the benefit of Section 20035.5 of the Government code as follows: "final compensation for the purposes of determining any pension or benefit with respect to a school member who retires or dies on or after January 1, 2000, and with respect to benefits based on service with a school employer, means the highest annual compensation that was earnable by the school member during the consecutive 12 month period of employment immediately preceding the effective date of his or her retirement or the date of his or her last separation from service if earlier or during any other period of 12 consecutive months during his or her membership in this system that the member designates on the application for retirement." Under the provision enacted effective January 1, 2000, bargaining unit members shall be eligible to retire under the PERS formula with a minimum retirement age of 50 and~~

provides a retirement benefit factor of 2% at age 55 increasing to 2.5% at age 63 and above.

**SECTION 4**  
**SECTION 3.**

Supplemental Medical Coverage - The District shall contribute **two hundred dollars (\$200)** a month toward supplemental medical coverage for retired employees who have worked for the District nine (9) or more years. This payment shall be made in a lump sum at the beginning of the fiscal year for a ten (10) year period. This provision is not retroactive.

**SECTION 5.**

**SECTION 4.** The District shall inform all Cal-PERS retirees, prior to re-employment that they need to contact Cal-PERS to ensure that their re-employment by the District does not negatively impact their retirement.

**SECTION 6.**

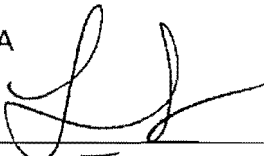
**SECTION 5.** Retirement Benefits

Employees retiring shall be eligible for the following:

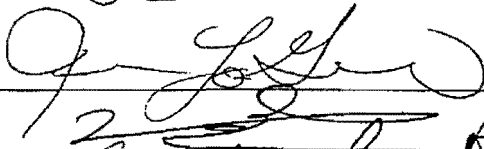
- A. Lifetime use of GCC email account
- B. Card for free admission to all GCC student performances and athletic events
- C. Lifetime GCC Library card
- D. Lifetime use of the Fitness Center during operating hours
- E. Lifetime exemption from all college authorized, permissive student fees, health fee, and student ID fee.
- F. Parking permit

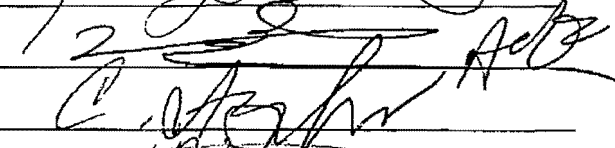
CSEA

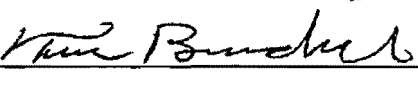
District



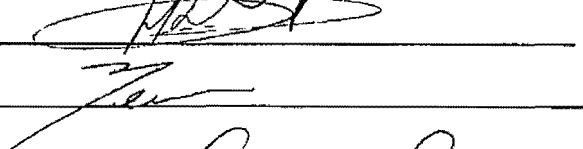








Tron Burdick, Labor Relations Representative



Date: December 2, 2015