

2020-2021 CSEA Negotiation TENTATIVE AGREEMENTS (38 pages)

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MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS GLENDALE COMMUNITY COLLEGE CHAPTER #76
and the
GLENDALE COMMUNITY COLLEGE DISTRICT

The following Memorandum of Understanding (hereinafter "MOU") reflects the agreement of the California School Employees Association and Its Glendale Community College Chapter #76 (hereinafter "CSEA") and the Glendale Community College District (hereinafter "District") regarding the following:

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of its students, communities, classified employees, and faculty. CSEA and the District recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The District and CSEA agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the COVID-19 pandemic.

To these ends, the District and CSEA agree as follows:

1. Term of the MOU

- a. This Memorandum of Understanding (MOU) is effective April 14, 2021 through December 22, 2021.

2. Addenda to the Addressing COVID-19 Fall 2020 and Spring 2021 and Summer and Fall 2021 MOUs: Intercollegiate Athletics Programs

- a. The District shall resume in-person, onsite Intercollegiate Athletics Programs, practices and associated intercollegiate instructional classes (ATH/PE) on April 19, 2021 through December 22, 2021.
- b. Classified employees who work in assignments supporting Intercollegiate Athletics Programs, including Kinesiology and Athletics, may voluntarily return to in-person, onsite intercollegiate instructional class assistance and athletic programs duties, including practices and conditioning, which support the District's Intercollegiate Athletics Programs.
- c. Classified employees who opt to remain in a remote learning and work environment for the Spring and Fall 2021 semesters and Summer intersession may do so and continue to work in their respective assignments.

3. Public Health Measures and Training

- a. The District shall train classified employees in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19 and shall ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, hand sanitizer, and appropriate face coverings).

- CSEA shall cooperate with the District in any necessary public health actions, such as contact tracing, of infected individuals.
- b. The District shall provide classified employees a link to the District's COVID-19 Injury and Illness Prevention Program Addendum, which delineates safety protocols that are in place during the COVID-19 pandemic.

4. Classified Employees Illness

- a. Classified employees who are ill with COVID-19-related symptoms shall not report to work and must remain off work and contact their health care provider.
- b. Classified employees who receive a COVID-19 diagnosis may only return to work if 10 days have passed since symptoms first appeared, their symptoms have improved, and had no fevers (without the use of fever reducing medications) for the last 24 hours. Classified employees without symptoms who were diagnosed with COVID-19 may return to work only if 10 days have passed since the date of the first positive COVID-19 test. (See CDC.gov)
- c. Classified employees shall report absences in accordance with department/division procedures.

5. Course or Program Cancellation

- a. If an in-person instructional course or program has multiple or consistent incidence of COVID-19, as determined by the District, the course or program, or portion of the course or program, shall be moved to remote instruction for a minimum of 10 consecutive days and up to the remainder of the semester as determined by the District.

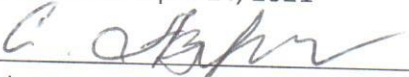
6. Student Standards of Conduct

- a. Students are required to follow the reasonable direction of fulltime and adjunct coaches/Kinesiology instructors and classified employees as delineated in Administrative Regulation 5500, Standards of Student Conduct.

7. Scope of Representation

As issues within the scope of representation regarding the Intercollegiate Athletics Program arise, the District and CSEA reserve the right to reopen this MOU.

Date of MOU: April 14, 2021

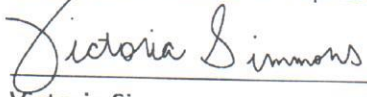


Saadat Aziskhanova, Chief Negotiator
CSEA and its Chapter #76
Glendale Community College



4/20/21

Angelica Reyes,
CSEA Labor Relations Representative



Victoria Simmons,
Chief Negotiator,
Glendale Community College District

Tentative Agreement
between
CSEA and its Glendale College Chapter 76
and
Glendale Community College District

January 27, 2021

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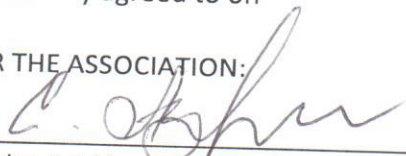
CLASSIFIED EMPLOYEES HOURLY SALARY SCHEDULE

Click the following link for the updated salary schedule.

www.glendale.edu/salarieschedules

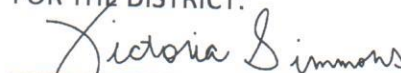
Tentatively agreed to on

FOR THE ASSOCIATION:



Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT:



Victoria Simmons, VP, HR, Chief Negotiator



Angelica Reyes
CSEA Labor Relations Representative

**Tentative Agreement
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CSEA and its Glendale College Chapter 76
and
Glendale Community College District**

March 10, 2021

APPENDIX "D1"

2021-2022 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTH	HOLIDAY	College Closed	DAYS IN PAID SERVICE
JULY	07/05/21		21
AUGUST			22
SEPTEMBER	09/06/21		21
OCTOBER			21
NOVEMBER	11/12/21 11/25/21 11/26/21	11/27/21*	19
DECEMBER	12/23/21 12/24/21 12/25/21 12/27/21 12/28/21 12/29/21 12/30/21 12/31/21		16
JANUARY	01/01/22 01/03/22 01/17/22		19
FEBRUARY	02/18/22 02/21/22		18
MARCH	3/31/22		22
APRIL	4/24/22**		21
MAY	05/30/22		21
JUNE			22
TOTAL DAYS IN PAID SERVICE =			243

9 MONTH EMPLOYEES work from 07/01/21 - 06/30/22

- Vacation days shall be used for Spring break (4/18/22 — 4/23/22) and December non-workdays.
- 9 month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/21 - 06/30/22

- Vacation days shall be used for Spring break (4/18/22 — 4/23/22)
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MONTH EMPLOYEES work from 07/01/21 - 06/30/22

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

12 MONTH EMPLOYEES work from 07/01/21 - 06/30/22

*Employees scheduled to work on a Saturday, when the college is closed, shall revert to Monday-Friday work schedule the week prior or after the college closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

**Sunday and college closed

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.

Tentatively agreed to on March 10, 2021

FOR THE ASSOCIATION:



Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT:



Victoria Simmons, VP, HR, Chief Negotiator



Angelica Reyes

CSEA Labor Relations Representative

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and
Glendale Community College District**

March 10, 2021

Appendix I

**Glendale Community College District
workers' compensation: Pre-Designation of Personal Physician**

If you have health insurance and you are injured on the job you have the right to be treated immediately by your personal physician (M.D., D.O), or medical group, if you notify your employer, in writing, prior to or after the injury. Per Labor Code 4600 to qualify as the your predesignated, personal physician, the physician must agree, in writing, to treat you for a work related injury, must have previously directed your medical care and must retain your medical history and records. Your predesignated physician must be a family practitioner, general practitioner, board certified or board eligible internist, obstetrician-gynecologist or pediatrician. Your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors or medicine or osteopathy, which operates an integrated multi-specialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries.

This is an optional form that can be used to notify your employer of your personal physician. You may choose to use another form, as long as you notify your employer, in writing, prior to or after being injured on the job and provide written verification that your personal physician meets the above requirements and agrees to be predesignated. Otherwise, you will be treated by one of your employers' designated workers' compensation medical providers.

EMPLOYEE NAME & ADDRESS:

I acknowledge receipt of this form and elect not to predesignate my personal physician at this time. I understand that I will receive medical treatment from my employers' medical provider. I understand that, at any time in the future, I can change my mind and provide written notification of my personal physician. I understand that the written notification must be on file prior to an industrial injury.

Employee Signature: _____ Date: _____

If I am injured on the job, I wish to be treated by my personal physician*:

Name of Physician or Medical Group _____ Phone Number _____

Address _____

*This physician is my personal primary care physician who has previously directed my medical care and retains my medical history and records.

Name of Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses:

Employee Signature: _____ Date: _____

A Personal Physician must be willing to be predesignated and treat you for a workers' compensation injury. The remainder of this form is to be completed by your physician and returned to Glendale Community College District.

PERSONAL PHYSICIAN ACKNOWLEDGEMENT

Per Labor Code 4600 to qualify you must meet the criteria outlined above. You are not required to sign this form, however, if you or your designated employee, does not sign, other documentation of the physicians' agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

PERSONAL PHYSICIAN OR MEDICAL GROUP NAME: _____

I agree to treat the above named employee in the event of an industrial accident or injury. I meet the criteria outlined above. I agree to adhere to the Administrative Director's Rules and Regulations, Section 9785, regarding the duties of the employee-designated physician.

(Physician or Designated Employee of the Physician or Medical Group)

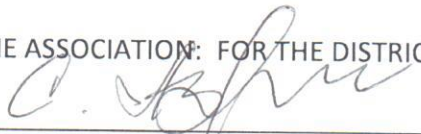
Date

Please return completed form to:

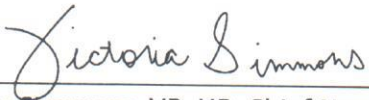
Glendale Community College District, Heidi Jenkins, Human Resources Specialist, hjenkins@glendale.edu

Tentatively agreed to on March 10, 2021

FOR THE ASSOCIATION: FOR THE DISTRICT:



Saodat Aziskhanova, Chief Negotiator



Victoria Simmons, VP, HR, Chief Negotiator



Angelica Reyes
CSEA Labor Relations Representative

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and
Glendale Community College District**

March 10, 2021

APPENDIX "K"

REPORT AND REQUEST FOR LEAVE OF ABSENCE FORM

Name: _____ Title: _____ Dept: _____

Vacation (at least one week in advance)

Date(s) (From/To) _____ Total Hours _____

Sick Leave

Date(s) (From/To) _____ Total Hours _____

Personal Necessity (up to 7 days per fiscal year)

Date(s) (From/To) _____ Total Hours _____

Bereavement

Date(s) (From/To) _____ Total Hours _____

Employee's Signature

Date

 Approved:

Not Approved: Reason: _____

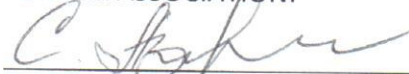
Supervisor's Signature

Date

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

Tentatively agreed to on March 10, 2021

FOR THE ASSOCIATION:

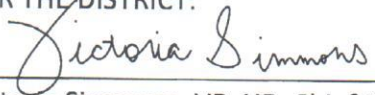


Saodat Aziskhanova, Chief Negotiator



Angelica Reyes
CSEA Labor Relations Representative

FOR THE DISTRICT:



Victoria Simmons, VP, HR, Chief Negotiator

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March 10, 2021

ARTICLE X - LEAVES OF ABSENCE

SECTION 1. **Sick Leave** ~~Employees are eligible for Sick Leave, with pay, within the following provisions:~~

A. Accruals:

1. Full-time bargaining unit members shall accrue one sick leave day per month worked working a 1.0 FTE assignment during for the fiscal year, shall be entitled to 12 days of sick leave each fiscal year.
 - i. ~~12-month bargaining unit members shall accrue 12 days of sick leave each fiscal year.~~
 - ii. ~~11-month bargaining unit members shall accrue 11 days of sick leave each fiscal year.~~
 - iii. ~~10-month bargaining unit members shall accrue 10 days of sick leave each fiscal year.~~
 - iv. ~~9-month bargaining unit members shall accrue 9 days of sick leave each fiscal year.~~
2. Part-time bargaining unit members shall accrue be entitled to a prorated number of sick leave days to the full-time accrual based on the percentage of the fiscal year assignment.
3. ~~E. An employee bargaining unit member~~ may accumulate unused sick leave without limit.
4. ~~E. At the beginning of each fiscal year, the employee bargaining unit member's sick leave accruals accumulation shall be increased by the number of sick leave days of paid sick leave, which they he/she would normally earn in the ensuing fiscal year.~~

a. A bargaining unit member who is on an authorized leave of absence, with sufficient accruals to remain in paid status for the duration of the leave, shall receive their fiscal year sick leave accruals as delineated in Section 1, A. 1. above.

5. ~~E. No cash payment or time off will~~ shall be allowed for unused accumulated sick leave.

6. Employees who fail to return to work following illness or injury shall must refund to the District all amounts paid for unearned sick leave.

B. Use of Sick Leave: Unless otherwise noted in this Article, Ssick leave is the absence of an employee because of mental or physical illness, or injury, or to obtain medical diagnosis, treatment, or preventive care.

1. ~~B. A newly hired bargaining unit member-employee may use is eligible to take a~~ maximum of 48 hours of sick leave during the first six months of employment.

~~C. A regular, permanent full-time classified employee, shall earn one (1) day of paid sick leave for each calendar month worked and compensated for one-half (1/2) the working days during the calendar month.~~

1. ~~A regular, permanent part-time classified, employee who is compensated for one-half (1/2) the normal fractional time assignment, shall earn sick leave benefits on a pro-rata basis proportionate to their assignment.~~

~~D. An employee who uses earned or credited unused sick leave shall be compensated at the same rate he/she would have received had he/she worked that day.~~

~~E. An employee may accumulate unused sick leave, without limit. At the beginning of each fiscal year, the employee's sick leave accumulation shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. No payment or time off will be allowed for unused accumulated sick leave.~~

D. 100 Days of Sick Leave at 50% Pay: In addition to full-pay sick leave, employees Bargaining unit members who have completed their initial probationary period shall be entitled to a maximum of

~~one hundred (100) days of sick leave at per fiscal year at fifty percent (50%) pay of their salary per fiscal year. These days of additional sick leave 100 days of sick leave at 50% pay are shall not be accumulated five year to year. A regular, permanent classified, employee bargaining unit member shall be eligible to use half-pay sick leave 100 days of sick leave at 50% pay when full-pay sick leave accruals referenced in Section 1. A. have been exhausted. However, a bargaining unit member an employee may, with prior approval of their supervisor, use earned vacation prior to using 100 days of sick leave at 50% pay. half-time sick pay.~~

~~1. Bargaining unit members Regular, permanent classified, employees are not eligible for State Disability pay.~~

~~G. A regular, permanent classified, employee who has completed one (1) or more years of service, who is absent on full-paid sick leave, shall have his/her accumulated sick leave increased by the number of days of paid sick leave he/she would normally earn in the ensuing fiscal year, prior to returning to service.~~

~~1. Employees who fail to return to service following illness must refund to the District all amounts paid for unearned sick leave.~~

~~H. A regular, permanent classified, employee shall be eligible to use half-pay sick leave when full-pay sick leave is exhausted. However, an employee may, with prior approval of their supervisor, use earned vacation prior to using half-time sick pay.~~

~~E. **California Family Sick Leave:** A bargaining unit member may use up to one-half of their annual allotment of sick leave to attend to the illness of a child, parent, spouse, or registered domestic partner. For purposes of Family Sick Leave, "parent" and "child" include biological, foster, adopted, step or legal guardian relationships. A "child" also includes a child of a registered domestic partner.~~

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

~~A maximum of seven (7) full days of the bargaining unit member's employee's sick leave accruals time may be used each fiscal year for reasons of Personal Necessity. Personal Necessity shall may not be accumulated from year to year. The A bargaining unit member employee using Personal Necessity Leave under this Section shall notify their his/her immediate supervisor as early as possible, indicating which of the circumstances listed below necessitates this a Personal Necessity absence. Before or after return from this Personal~~

Necessity Leave absence, the employee will bargaining unit member shall complete and submit the "Report and Request for Leave of Absence Form", Appendix K to their his/her immediate supervisor indicating Personal Necessity circumstances necessitating such leave. Personal Necessity Leave shall be granted for the following purposes:

- A. Death of a member of his/her immediate family member. Also see Section 8, C.
 - B. Accident involving his/her bargaining unit member's person or property, or the person or property of a member of their his/her immediate family. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during his/her assigned hours of service.
 - C. Appearance of the employee in court as a litigant. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. The bargaining unit member employee must return to work in cases where it is not necessary for him/her them to be absent the entire day.
 - D. An appearance of the employee as a witness under an official governmental order for which salary is not allowed under this Section, provided that each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified by the Clerk or other authorized officer of a court or other governmental jurisdictions; in any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District Business Office; and the employee must return to work in cases where it is not necessary for her/him to be absent the entire day.
 - E. An illness of a member of the employee's immediate family serious in nature, which under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
 - F. The birth of a child, making it necessary for an employee who is the parent of the child to be absent from his position during his assigned hours of service.
- D. To bond with a child. Leave must be taken within one year of the child's birth, adoption or foster care placement (Also see

FMLA/CFRA)

E. To care for a family member with a serious health condition; (Also see FMLA/CFRA)

- F. ~~G~~-Imminent danger to the home of bargaining unit member ~~an~~ employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the bargaining unit member employee cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit member employee during their ~~his/her~~ assigned hours of service.
- G. ~~H~~-Religious holidays which occur on regular school days that are not Board-declared holidays.
- H. ~~I~~-Any other personal necessity not identified above provided it meets all four (4) of the following conditions:
1. Be serious in nature; and
 2. Be of such nature that it cannot reasonably be handled outside of work hours; and
 3. Involve circumstances which the bargaining unit member employee cannot reasonably be expected to disregard; and
 4. Require the attention of the bargaining unit member employee during their ~~his/her~~ assigned hours of service.

The provisions of this subsection shall not be applicable in the event of any concerted activity due to a labor dispute, or in the event such absence disrupts the normal operation of the employee's bargaining unit member's work site.

SECTION 3. Notification of Sick or Personal Necessity Leave - ~~In order to receive compensation while absent on sick and personal necessity leave, the~~ The bargaining unit member employee must shall notify their ~~his/her~~ supervisor of their ~~his/her~~ absence within the first (1st) working hour of the first (1st) day absent, unless extenuating circumstances make notification impossible. The bargaining unit member employee shall provide ~~is required to give~~ an expected return to work date ~~date of return~~. When required by the District, the proof of impossible conditions shall be borne by the bargaining unit member employee.

SECTION 4. Notification of Return from Sick or Personal Necessity Leave - ~~Prior to his/her expected return to work from sick leave and/or personal~~

necessity leave, the employee shall notify his/her supervisor in order that any substitute employee may be terminated. If the employee fails to notify his/her supervisor and both the employee and the substitute report to work, the substitute is entitled to the assignment, and the employee shall not receive pay for that day.

SECTION 4.5. Termination and 39 Month Re-Employment List from Paid Sick Leave or Unpaid Leave - If, at the conclusion of all paid sick leave or unpaid leave, the a bargaining unit member has exhausted all approved paid and unpaid leaves of absences and employee is still unable to assume the essential job functions duties of their his/her position after an interactive process under the Americans with Disabilities Act has concluded, they he/she ~~will~~ shall be terminated dismissed and placed on a re-employment list for thirty-nine (39) months.

SECTION 5. 6. Industrial Accident Injury or Illness Leave and Designation of Personal Physician - Bargaining unit members ~~Permanent employees~~ shall be ~~are~~ eligible for Industrial Accident Injury or Illness Leave, with pay, within the following provisions.

A. An employee in the classified service bargaining unit member who has filed a Workers' Compensation claim and has been placed off work by a treating health care provider due to the industrial accident or injury, 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 eligible for up to 60 work days of paid Industrial Accident or Illness Leave per fiscal year for the same accident. ~~of 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's 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 physician's release.

B. Personal Physician — If a bargaining unit member ~~an employee~~ wishes to be treated by a personal physician(s) or medical facility within a reasonable geographic area selected pursuant to Labor Code

Section 4600, the they employee shall notify the District in writing (see Appendix "I"), of the name and address of such personal physician(s) or medical facility prior to injury.

SECTION 6. 7. Pregnancy Disability Leave (PDL) and Education Code Section 88193

- A. **Eligibility:** Female bargaining unit members are eligible for PDL upon employment.
- B. **Leave Entitlement:** Up to four months of unpaid, job-protected PDL based on normal working days of assignment and as determined by a health care provider's leave certification.
- C. **Reasons for Leave:** PDL may be taken for the following health care provider determined reasons:
 - 1. Disability due to pregnancy or childbirth, or
 - 2. Pregnancy-related medical condition
- D. **Types of PDL:** when medically necessary and as indicated on a health care provider's leave certification, PDL may be taken in the following manner:
 - 1. Blocks of time
 - 2. Reduced schedule
 - 3. Intermittently
- E. **Additional Considerations:** When recommended by a health care provider or needed by the bargaining unit member, PDL may also include:
 - 1. A reasonable accommodation of medical needs related to pregnancy, childbirth, or pregnancy-related conditions; or
 - 2. Transfer to a less strenuous or hazardous position or duties if medically needed because of pregnancy; or
 - 3. Providing a reasonable amount of break time and use of a room or other location in close proximity to the bargaining unit member's work area to express breast milk in private.
- F. **Use of Accrued Leave:** While PDL is unpaid leave, to remain in paid status, a bargaining unit member may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit member's accrued sick leave has been exhausted, she may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
- G. **Required Documentation:** 30 days prior to seeking PDL, a bargaining unit member must provide the Office of Human Resources with either:
 - 1. The Department of Fair Employment and Housing form entitled: Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation (PDL), or

2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation form.
- H. **Health Benefits:** The District shall continue to provide health benefit coverage as though the bargaining unit member was in paid status, in accordance with Article IX, while the bargaining unit member is on PDL.
- I. **Concurrent Leave:** PDL runs concurrently with FMLA.
- J. **Return to Work:** a bargaining unit member shall have return to work rights to the same or comparable classification.

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:~~

- ~~A. Eligibility: An employee who is pregnant may apply for a maternity leave of absence to begin on a date determined by the attending physician of the employee and as verified in writing to the Office of Human Resources.~~
- ~~B. Procedural requirements: The employee shall submit a written request on the appropriate form provided by the District for maternity leave of absence to the immediate supervisor. This request shall be accompanied by a written statement from the attending physician indicating the date of expected delivery and the exact date the employee shall be released from the assigned position due to personal physical condition. The leave request and the physician's verification statement, provided on District forms, shall be submitted as soon as the pregnancy is medically confirmed. The physician's verification statement shall certify that the employee is physically able to perform all the assigned duties required of the position, including amount of time on duty, work location, regularly assigned special duties, possible exposure to health hazards, various communicable diseases, or other situations that could be detrimental to the employee's health and safety, in order for the employee to continue working until the leave begins. After initial written verification of pregnancy by the attending physician, the employee shall be responsible for providing the District each succeeding month with a follow-up physician's report stating that the employee continues to be physically able to perform the assigned duties.~~
- ~~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.

~~D. Employment during maternity leave: An employee on maternity leave shall not be eligible for assignment as a substitute in the District. If an employee accepts full-time gainful employment during maternity leave of absence, the leave will be considered voluntarily terminated.~~

~~E. Return to assignment:~~

~~1. Before an employee may return to work, a written statement from the attending physician must be submitted to the Office of Human Resources verifying that the employee is physically capable of returning to work and is physically capable of assuming regularly assigned duties.~~

~~2. If the employee returns to work immediately upon the physician's verification that the employee is physically able to return to work, after a period for which sick leave pay has been granted, the employee shall return to the same work location occupied prior to the leave.~~

~~a. If a bargaining unit member the employee desires to remain off work even though the physician certifies that the employee is physically able to carry out regular duties, or if the employee fails to obtain a physician's statement indicating that the employee is physically unable to perform regular duties, the employee must have originally been granted non-paid child care leave of absence, or be terminated. Return to the same work location occupied prior to the leave is dependent upon the needs of the District.~~

~~F. Compensation:~~

~~1. Sick leave pay in conjunction with maternity leave of absence shall be granted upon request of the employee at such time as the attending physician determines that the employee is unable to perform assigned duties because of pregnancy. The sick leave pay will terminate when the physician verifies that the employee is physically able to return to work. To continue to receive sick leave pay after delivery or miscarriage, the employee shall submit a physician's statement four (4) weeks after delivery or miscarriage and not more infrequently than once every two (2) weeks thereafter, until such time as the~~

employee is physically able to return to regularly assigned duties.

K. G. Notification:

1. ~~Employees shall be notified in writing by the Office of Human Resources of their right to continue health insurance at the employee's expense during the period of unpaid leave.~~

SECTION 7 8. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- A. Eligibility:** Bargaining unit members must have worked for the District for one year and must work 1250 hours in the year preceding the leave need in order to qualify for FMLA/CFRA.
 - i. While not eligible for FMLA/CFRA, part time bargaining unit members who have worked at least one (1) year and have worked 708 hours in the year preceding the leave need, may take up to 12 workweeks of leave per fiscal year, under Section 7 based on the criteria listed B-I.
- B. Leave Entitlement:** Except as otherwise noted in Section 7, bargaining unit members may take up to 12 work weeks of unpaid, job-protected FMLA/CFRA each fiscal year.
- C. Reasons for Leave:** FMLA/CFRA may be taken for the following reasons:
 1. The bargaining unit member's own qualifying serious health condition that makes the bargaining unit member unable to perform their job;
 2. To care for the bargaining unit member's spouse, child, or parent who has a qualifying serious health condition (FMLA);
 3. To care for the bargaining unit member's grandparent, sibling, or domestic partner who has a qualifying serious health condition (CFRA);
 4. To bond with a child. Leave must be taken within one year of the child's birth, adoption or foster care placement;
 5. Up to 26 weeks of FMLA leave in a single 12-month period to care for a servicemember with a serious injury or illness; or
 6. Qualifying exigency arising out of spouse, son, daughter or parent of the bargaining unit member who is on active duty or has been notified of an impending call to active duty
- D. Types of FMLA/CFRA:** when medically necessary as indicated on a health care provider's leave certification, FMLA/CFRA may be taken in the following manner:
 1. Blocks of time

2. Reduced schedule
3. Intermittently

E. Use of Accrued or Available Leave:

1. Bargaining Unit Member's Own Serious Health Condition: While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit member's accrued sick leave has been exhausted, they may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
2. Family Member's Serious Health Condition: While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off.
3. FMLA/CFRA Birth, Foster Care, or Adoption Bonding Time: While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off. Upon exhaustion of sick leave accruals in Section 1, A, Bargaining unit members may also use 100 days of sick leave at 50% pay for up to 12 work weeks in accordance with Section 1, F and Education Code 88196.1.

F. Required Documentation: When the need for FMLA/CFRA leave is foreseeable, the bargaining unit member shall provide 30 days notice of need for leave. The bargaining unit member must provide the Office of Human Resources with the following:

1. For serious health conditions of the bargaining unit member or eligible family members, the Department of Fair Employment and Housing form entitled: Certification of Health Care Provider (FMLA/CFRA) or
2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider
3. Bonding Leave: dates of bonding leave. Bonding leave must be taken in two week increments and on two separate occasions, the bargaining unit member may take bonding leave in less than two-week increments

G. Health Benefits: The District shall continue to provide health benefit coverage as though the bargaining unit member was in paid status, in accordance with Article IX, while the bargaining unit member is on FMLA/CFRA.

- H. Concurrent Leave: FMLA/CFRA typically run concurrently. However, when CFRA is taken for care of a grandparent, sibling or domestic partner with qualifying a serious health condition, FMLA and CFRA do not run concurrently.
- I. Return to Work: a bargaining unit member shall have return to work rights to the same or comparable classification.

SECTION 11. ~~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, 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. 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: 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.~~

SECTION 8.9. Bereavement Leave - ~~Employees are eligible for a Bereavement Leave of Absence within the following provisions:~~

- A. ~~Bargaining unit members shall be granted allowed not to exceed up to three days of paid bereavement leave, or five days paid bereavement leave if out-of-state travel or one-way travel greater~~

~~than 500 miles is required, on account of the death of any member of their his or her immediate family. regular pay for not more than three (3) working days when absent on account of the death of any member of his/her immediate family. Bereavement leave with pay may be extended to a maximum of five (5) days when one-way travel of five hundred (500) miles or more is necessary in connection with the bereavement.~~

- B. Immediate Family includes: Father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild of the bargaining unit member employee or of the spouse of the bargaining unit member employee, spouse or domestic partner, son, daughter, son-in-law, daughter-in-law, or any relative or any significant person living in the immediate household of the bargaining unit member employee.
- C. The District reserves the right to request validation of the death of the family member.

SECTION 9. Jury Duty, Witness and Litigant Leave - ~~Employees are eligible for Jury Duty and Witness Leave within the following provisions:~~

- A. **Jury Duty Leave**: A paid Leave of absence for jury duty service shall be granted to any employee a bargaining unit member who receives a jury summons for potential jury service in a has been officially summoned to jury duty in local, state or federal court. Jury duty Leave shall be granted for the period of jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave and the subpoena or court certification are filed with the District. Request for jury service duty leave shall should be made by presenting the jury duty summons official court summons to jury service to the bargaining unit member's his/her immediate supervisor at least one week prior to the service jury duty date. If a employee bargaining unit member receives a jury duty or witness fee for jury duty service, he/she should they shall return the jury duty fee compensation to the Payroll Office. If the bargaining unit member employee is not required to attend jury duty, they shall will be required to report to work.
- B. **Witness Leave**: A paid Leave of absence to serve as a witness in a court case shall be granted to an employee bargaining unit member when he/she they has have been served a subpoena to appear as a witness, not as the litigant, in the a court case. The length of the witness leave granted shall be for the number of days

in attendance in court as certified by the clerk or other authorized officer of the court. ~~The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. If a bargaining unit member receives a witness fee, they shall return the witness fee to the Payroll Office. A request for witness leave of absence to serve as a witness should~~ shall be made by presenting the witness subpoena official court summons to their his/her immediate supervisor. If the bargaining unit member is not required to attend court as a witness, they shall will be required to report to work.

- C. **Litigant Leave:** ~~A bargaining unit member Leave of absence to serve as a witness in a court case shall be granted an employee a paid litigant leave of absence who is a litigant in the case when such when litigation involves an action arising out of employment by the with District. The length of the litigant leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. If a bargaining unit member receives a litigant leave witness fee, they shall return the fee to the Payroll Office. A request for leave of absence to serve as a witness should be made by presenting the official court summons to his/her immediate supervisor. A request for litigant leave shall be made by presenting the subpoena to their immediate supervisor. If the bargaining unit member is not required to attend court as a litigant/witness, they shall will be required to report to work.~~
- D. The jury duty and service fee and witness fees remitted to the Payroll Office in (A), (B), and (C) shall exclude assignment to the District by the employee, referred to in (A), (B), and (C); respectively, does not include transportation expenses.
- E. An employee bargaining unit member who has received a leave of absence under this rule shall not be required to make themselves himself/herself available during his/her normal scheduled hours of work on a day when serving on jury duty and/or or appearing as a witness leave.

SECTION 10. **Temporary Military Leave of Absence**

- A. An employee shall be granted leave of absence for active duty in military service as provided in the appropriate federal and state

laws, statute and shall be without pay.

- B. ~~An employee who is a reservist in military service shall be granted leave of absence with full pay when attending summer camp of his/her reserve unit upon presentation to the District of the military orders for such training no less than two (2) weeks prior to such assignment. This leave shall be in addition to his/her regular vacation.~~
- B. A bargaining unit member who is granted temporary military leave of absence for active military duty, including scheduled reserve drill periods, shall be entitled to receive their salary or compensation for the first 30 calendar days of active duty served during the absence.

SECTION 11.2. Catastrophic Illness/Injury Leave - In accordance with the provisions Education Code Section 87045 of AB-2007, Catastrophic Illness/Injury leave shall be available to all eligible employees. The purpose of this leave is to permit bargaining unit members employees with a catastrophic illness or injury to have sick leave donated to them by fellow employees.

- A. A catastrophic illness or injury is one that is expected to incapacitate an bargaining unit member employee for an extended period of time and the employee bargaining unit member has exhausted used all of their paid leave accruals of absences.
- B. A catastrophic illness/injury request shall be approved by the Catastrophic Illness/Injury Committee (CII) consisting of one (1) member assigned by the District, one (1) member assigned by the Guild, and one (1) member assigned by CSEA. The committee members shall elect its Chair.
 1. ~~Medical~~ A health care provider certification of the need for leave shall be provided to the CII Committee ~~verification by the requesting employee's physician must be presented to the committee.~~
 2. The bargaining unit member ~~requesting employee must~~ shall be incapacitated ~~or~~ and absent for an extended period of time no fewer than thirty (30) consecutive calendar days.
 3. A written request for catastrophic leave shall ~~must~~ be submitted to the CII eCommittee by the ~~requesting employee~~ bargaining

unit member or his/her their representative.

4. The ~~requesting employee~~ bargaining unit member may use donated leave as half or whole days and can use the leave retroactively.
 - a. Four (4) hours ~~in paid status~~ of either vacation or sick leave (See Section 1. A) and four (4) hours of donated leave or eight (8) hours of donated leave equals eight (8) hours pay and full health and welfare benefits.
 - b. Four (4) hours of donated leave equals four (4) hours pay and, for this purpose, full health and welfare benefits.
 5. Approved leave must be used within a twelve (12) month period after approval.
 - a. Approved leave shall be placed in a special donated leave account for each approved bargaining unit member employee.
 - b. Each approved bargaining unit member employee may draw upon their account for the twelve-month period only for the approved or related catastrophic illness/injury.
 - c. Any unused leave shall revert to the Catastrophic Leave Bank for use ~~of by~~ other bargaining unit members employees who have been approved for a catastrophic illness/injury leave.
 - d. In unusual circumstances, the CII Committee may consider a request to extend the period for up to one (1) additional year. To qualify for leave donation under this section, the bargaining unit member must be on an authorized leave of absence.
- C. Any bargaining unit member employee may donate accrued sick leave, but must maintain seventy percent (70%) sick leave accrual balance of accrued sick leave on record. The ~~only exception is that~~ A bargaining unit member employees who is retiring or terminating employment may donate leave without limitations.
1. Donated leave is irrevocable. ~~Once donated it is lost to the donor.~~

2. ~~Bargaining unit member-employees~~ may donate leave only ONLY to a Catastrophic Leave Bank for use by any approved applicant.
 3. Donated leave shall be charged on the basis of hour-for-hour regardless of the classification family and/or salary schedule of ~~employees~~ the bargaining unit member donating leave and employees receiving leave.
- D. The District annually, or as requested by the CII Committee, shall promote a "call for sick leave donations" for the Catastrophic Leave Bank. ~~In addition, t~~The District shall give bargaining unit members ~~employees~~ who terminate employment, resign, or retire, an opportunity to donate unused sick and/or vacation leave to the Catastrophic Leave Bank.
1. ~~Unused donated leave reverting to the Leave Bank and specifically donated to the Leave Bank shall make up the Leave Bank.~~
 2. 1. Requests for Catastrophic Illness/Injury Leave are subject to availability. The CII Committee shall not be responsible for approving requests when there is no leave in the Catastrophic Leave Bank.

SECTION 12. 3. Fitness for Duty Exams – In accordance with applicable state and federal laws and regulations, District initiated ~~F~~fitness for D~~duty~~ E~~exams~~ shall will be performed by a District designated physician.

SECTION 13. 4. Physician Approval to Health Care Provider Return to Work Certification- Written approval from the employee's health care provider attending physician is required prior to his/her return to work after an absence of greater than five (5) ~~eight (8)~~ consecutive days due to illness or injury. ~~Written approval shall also be required when an employee returns from surgery, from any illness or injury requiring hospitalization, and from an employee using cast or orthopedic device(s), or upon request of the immediate supervisor or Office of Human Resources.~~ The cost of a health care provider return to work certification shall be borne by the bargaining unit member. ~~the written approval of the physician shall be at the employee's expense.~~

SECTION 15. Promotional Examination – ~~Every employee in the classified service shall be permitted to be absent from his/her duties during working hours in order to take any examination for which he/she is qualified in the District without deduction of pay or other penalty, provided that he/she gives notice to his/her immediate supervisor.~~

SECTION 16. ~~Cancellation of Leave~~ – The Board of Trustees may, for good cause, cancel any approved leave of absence by giving the absent employee thirty (30) calendar days notification. Failure to report for duty on the first day after the thirtieth (30th) calendar day after a leave has been canceled shall be considered abandonment of the position and the employee will be subject to termination.

SECTION 14 7. ~~Job Abandonment of Employment~~ - An employee must notify his/her supervisor of his/her absence within the first working hour of the first day absent, unless conditions make notification impossible. The employee is required to give an expected date of return. Failure to report for duty or call to report an absence for three (3) consecutive days, except in extenuating circumstances, shall be considered job abandonment of position and the employee bargaining unit member shall will be subject to dismissal termination. The District shall will consider any extenuating circumstances presented by the bargaining unit member employee.

SECTION 15. 8. ~~Unpaid Leaves in Accordance with Education Code Section 88198~~ – If a bargaining unit member an employee has an unpaid leave that is greater more than 30 days, the Payroll/Benefits Department the District shall notify the employee bargaining unit member of their right to continue their current health insurance at the bargaining unit member's employee's expense during the period of unpaid leave. The bargaining unit member employee shall be allowed to purchase their current insurance plan(s) at the District's rate of premium rates.

A. Personal Leave – Upon written request of the bargaining unit member employee and approval of the Board of Trustees, a A bargaining unit member classified employee may be granted an unpaid personal leave by the Board of Trustees for a period not to exceed one (1) year.

1. The bargaining unit member employee must state the reason for the leave and indicate from/to dates of the leave. A five (5) year requirement must be met between any two (2) personal leave requests.

2. Prior to the bargaining unit member's his/her expected return to work from a personal leave, the bargaining unit member employee shall notify his/her their supervisor and the Office of Human Resources of the date that they will resume their full assignment.

B. Study Leave – Upon written request of the bargaining unit member employee and approval of the Board of Trustees, Aan

unpaid study leave may be granted for study purposes following (5) five years of full-time permanent service and provided the operational needs of the department are met. An unpaid study leave ~~shall will~~ be pro-rated for part-time bargaining unit members employees. ~~Employees shall take study leave with Board of Trustee approval in accordance with Education Code section §88198.~~ A (5) five year requirement must be met between any two (2) Study Leave requests. A Study Leave may be for up to a one-year duration and the bargaining unit member employee shall provide proof to the Office of Human Resources that ~~they he/she will~~ shall be studying with an accredited institution of higher education. Grades must be submitted to the Office of Human Resources at the end of the Study Leave.

- C. Child Care Leave – Upon written request of the bargaining unit member employee and approval of the Board of Trustees, An unpaid Child Care leave of absence may be granted up to a maximum of two (2) years. ~~for an employee of either gender, upon written request of the bargaining unit member employee and approval of the Board of Trustees.~~

SECTION 16.9. Miscellaneous

- A. A permanent bargaining unit member employee who accepts an assignment within the District outside the bargaining unit shall, during such assignment, be considered for status purposes as serving in their his/her regular position and such an assignment shall not be considered separation from service.
- B. No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such paid absence. An unpaid Personal, Study, or Child Care ~~l~~leave is not considered a break in service but will impact the employee's retirement and benefits.
- C. Employees Bargaining unit members shall receive their usual compensation which shall not be deducted from accumulated sick leave, for the following:
1. When under quarantine by order of the health office of the City or County for such period of quarantine provided such period of absence is not over two (2) weeks. No more than two (2) separate periods of quarantine shall be paid for in any one (1) fiscal year to any employee.

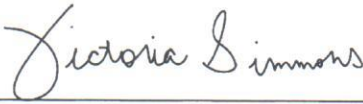
2. When the District College is closed on account of epidemic, fire, flood, or earthquake, provided that the District has made an effort to notify ~~employees~~ bargaining unit members of such a closure prior to their arrival on campus, and that it has made a reasonable attempt to notify the news media of the emergency closing.
- D. Leaves may impact retirement service credit and benefits. It is the employees' bargaining unit member's responsibility to check the impact the leave shall have on their ~~his/her~~ retirement service credit and benefits.

Tentatively agreed to on March 10, 2021

FOR THE ASSOCIATION: FOR THE DISTRICT:



Saodat Aziskhanova, Chief Negotiator



Victoria Simmons, VP, HR, Chief Negotiator



Angelica Reyes,
CSEA Labor Relations Representative

Tentative Agreement
between
CSEA and its Glendale College Chapter 76
and
Glendale Community College District

February 10, 2021

ARTICLE XIII -APPLICATIONS, RECRUITMENT CLASSIFIED VACANCIES AND INTERNAL TRANSFER AND SELECTION OF EMPLOYEES

SECTION 1. Classified Job Vacancies – The Office of Human

Resources ~~shall~~ will actively recruit qualified applicants ~~persons~~ to fill classified job-vacancies.

The District and CSEA ~~shall~~ will meet and negotiate ~~confer~~ regarding any proposed changes to the fulltime equivalent (FTE) for full-time or parttime classified vacant ~~vacancies~~ positions.

SECTION 2. Announcements of Classified Job Vacancies –

All classified job vacancies ~~announcements~~ within the classified service shall be emailed to the District classified list-serve the campus and posted on the collegeDistrict's Human Resources employment website ~~by the Office of Human Resources~~. The announcements for job vacancies are:

A. Internal Transfer Announcement Vacancy Announcement

An internal transfer announcement for a job classified vacancy ~~will~~ shall be posted, internally, for a minimum of five working days. Permanent classified employees bargaining unit members in the same classification as a vacant position the classified vacancy, who are interested in transferring to another department, ~~need to~~ may apply for an internal transfer by completing an online Internal Transfer Application. Eligible employees bargaining unit members that apply for an internal transfer ~~shall~~ will be given an ~~first~~ opportunity to interview for the position.

Internal transfer to the same classification are is permissible pursuant to Title 5 Section 53021.

B. Job Announcements-Classified Recruitments

~~All Classified job announcements will~~ vacancies shall be opened and posted for a minimum of ten (10) working days.

C. All Classified vacancy announcements for bargaining unit positions shall include the following information: Collective Bargaining Agreement language in Article VIII (Wages), Section 2—Initial Salary Placement in order to properly inform applicants of their ability to be placed beyond the first step at the time of hiring, the job announcement shall specify:

- Position Classification title;
- Work hours;
- Salary range;
- Opening and closing dates;
- Work location;
- Application process;
- Qualification requirements;
- Examination and selection process; and
- Collective Bargaining Agreement language in A reference to Article VIII (Wages), Section 2 – Initial Salary Placement noting the in order to properly inform applicants of their ability to be placed beyond the first step 1 at the time of hiring, the job announcement shall specify:
- Other pertinent information

SECTION 3. Absence During the Classified Vacancy Posting or Interview Period -

An employee bargaining unit member may notify the Office of Human Resources if s/he they will be absent on approved leave during the posting period or when the interviews are scheduled. The Office of Human Resources may suspend the selection process until the affected employee bargaining unit member has had an opportunity to be interviewed, provided that the Office of Human Resources does not delay the selection more than one (1) calendar week.

SECTION 4. Employment Application — All applicants are required to complete and submit an online employment application and other required information and/or documents by the closing date to be considered for a job vacancy. The application package may require the applicant to provide information regarding the applicant's training, experience and other pertinent information. Incomplete application packages, for any reason, will not be considered. All applicants will be notified regarding the status of their application once the position closes.

SECTION 5.4.- Selection Criteria for Interview and Examination

A. Testing — A job-related examination will be used to assess an applicant's ability, knowledge, and skills, and may consist of one (1) or any combination of generally accepted testing techniques,

including but not limited to: performance tests, written tests and writing samples.

B. Test Date Announcement – The Office of Human Resources shall notify applicants of the test dates at least three (3) working days prior to the day the test is to be given.

C. Review of Test Results – Applicants, who test for any position, may request a meeting with the Office of Human Resources for the purpose of reviewing the applicant's performance on that test and discussing, in general terms, the areas and questions not answered correctly. Test scores will be kept confidential.

D. Interviews – The Office of Human Resources will administer interviews that use a rated and structured interview format based on job related criteria. All internal applicants who apply and are qualified (met the minimum qualifications and passed the job related examination) will be given the opportunity to interview for the position. In instances where an interview panel is formed, CSEA shall provide a list of CSEA members to Human Resources. Should the members be unable to serve on the panel or should Human Resources have a concern regarding a conflict of interest, CSEA and the District shall meet to mutually agree upon an alternate panel member.

- A. Human Resources staff shall assist hiring managers in developing a job-related screening rubric, that includes items such as years of relevant job-related experience, specialized skills, transferable skills, etc., for use as an applicant screening tool. In consultation with Human Resources, hiring managers may request job-related examinations. Human Resources shall work with hiring managers to develop such job-related exams.
- B. Hiring managers shall use the job-related screening rubric and exam results, if applicable, to select qualified applicants for interview.
- C. Members of the hiring committee shall then use the same job-related screening rubric and exam results, if applicable, to rate candidates that the hiring manager has selected for interviews. Human Resources shall then total the aggregate scores of candidates rated by members of the hiring committee.
- D. The hiring manager shall use the hiring committee's aggregate scores of the qualified candidates to determine which candidates to extend an offer of interview.

- E. Human Resources shall continue seeking CSEA's recommendation for hiring committee representatives who are available to participate in both candidate screening and established interview dates.

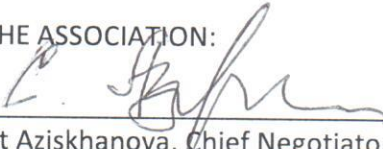
SECTION 6. Verification of Employment – Verification of a prospective applicant's educational or professional certification, experience, and any other statutorily mandated prerequisites to employment should be done by the Office of Human Resources before any prospective applicant is offered employment. Such reference checking may also include a job related background check. An applicant may be disqualified for the misrepresentation of information or fraud.

SECTION 7 4 5. New Employee Orientation – See Article IV, Section 15 for information– Upon initial employment, each bargaining unit employee member shall receive an acknowledgement form with a link to the current Collective Bargaining Agreement between the District and the Association and necessary information and forms regarding the Health and Welfare benefit package.–

SECTION 8 5 6. **Information to Provide to New Employees New Employee Orientation with Direct Supervisor** - Upon reporting to their new assignment after initial hiring and/or internal transfer to a new position, the immediate supervisor of the bargaining unit member employee shall meet with the bargaining unit member employee to and provide a department overview and orientation. a copy link to the of employee's current official job description, information about the performance evaluation procedure and evaluation form, and a copy of the employee's chain of command from the immediate supervisor to the College President.–

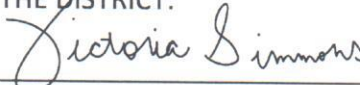
Tentatively agreed to on: February 10, 2021

FOR THE ASSOCIATION:



Saodat Aziskhanova, Chief Negotiator

FOR THE DISTRICT:



Victoria Simmons, VP, HR, Chief Negotiator



Angelica Reyes, CSEA Labor Relations Representative

**Tentative Agreement
between
CSEA and its Glendale College Chapter 76
and
Glendale Community College District**

February 10, 2021

ARTICLE XXIII – SAFETY CONDITIONS

- SECTION 1. Performing Work** - Employees shall not be required to work under unsafe conditions or to perform tasks that are unsafe. The District shall make every reasonable effort to provide employment and working conditions which are as safe and healthy as the nature of the employment and assigned duties permit. Bargaining unit members shall make every reasonable effort to perform work safely.
- SECTION 2. Reporting Unsafe Conditions** - Any bargaining unit member who observes a working condition that is unsafe and/or that may endanger their health, or the health of others shall report the condition to their immediate supervisor, orally or in writing, including the grounds for believing the condition is unsafe. A bargaining unit member shall not be discriminated against for reporting an unsafe condition in accordance with Section 1.
- SECTION 3. Policies and Regulations** - The District shall maintain Board Policies and Administrative Regulations that define and commit to providing a safe, nondiscriminatory, sexual harassment-free, and violence-free work environment. The adopted Board Policies and Administrative Regulations may be accessed at Glendale.edu.
- SECTION 4. Required Equipment and Sanitation Supplies**
- A. Required Equipment: The District shall provide and maintain all required safety equipment and materials, including any safety attire that the District may require of certain departments, to meet regulatory safety standards necessary for bargaining unit members to complete their assigned duties in a safe and healthy manner.
 - B. Sanitation Supplies: The District shall also ensure that its facilities have the necessary sanitation supplies such as soap and water, disposable towels or tissues, hand sanitizer, appropriate face coverings, and other sanitation supplies deemed necessary by the District for bargaining unit members to complete their assigned duties in a safe and healthy manner.

SECTION 5. Safety Training and Release Time

- A. Safety Training: The District shall provide bargaining unit members with mandatory job-related safety training (i.e. tools and equipment, occupational hazards, emergency response, first aid, handling of toxic materials, asbestos abatement, clean-up of bodily fluids) to safely and effectively perform their assigned duties. The District shall also train bargaining unit members, working onsite, in public health measures, hygiene, and sanitation to help prevent the spread of pandemic flus.
- B. Release Time: Bargaining unit members shall be released to attend these trainings which shall be provided during their normal working hours. Bargaining unit members who work evening or night shifts, shall receive appropriate compensation for receiving this training if they are required to attend a training that is not during their normal working hours.

SECTION 6. Security/Disaster/Evacuation Plans - The District shall make available to all bargaining unit members current plans and procedures regarding campus security, evacuation procedures/routes, disasters, etc. to ensure that all bargaining unit members are fully informed and have the expectation for a safe working environment.

SECTION 7. Campus Evacuation - If an evacuation of District property is ordered, bargaining unit members shall not suffer a loss of pay during the period of such evacuation.

SECTION 8. Safety and Supervision –The District shall strive to provide proper on-campus supervision and campus police protection when bargaining unit members are on duty.

A. Cameras

By September 1st of each year, the District shall provide CSEA with a list of all cameras and their locations on District properties

1. Camera recordings (digital and printed) may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal counsel for the sole purpose of investigating alleged criminal activity.
2. Camera recordings of bargaining unit members shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.

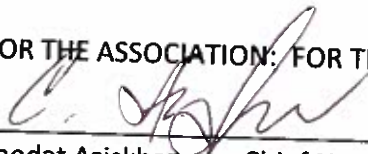
3. All District properties shall display sufficient signage throughout indicating that security cameras are recording.

B. Digital Locks

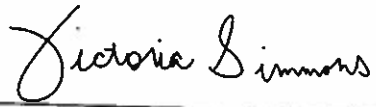
1. Digital lock data may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal counsel for the sole purpose of investigating alleged criminal activity.
2. Digital lock data recording the coming and going of bargaining unit members shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.

Tentatively agreed to on: February 10, 2021

FOR THE ASSOCIATION: FOR THE DISTRICT:



Saodat Aziskhanova, Chief Negotiator



Victoria Simmons, VP, HR, Chief Negotiator



Angelica Reyes
CSEA Labor Relations Representative