



California  
School  
Employees  
Association

2045 Lundy Avenue  
San Jose, CA 95131

(408) 473-1000  
(800) 632-2128

Executive  
FAX (408) 321-8227

General  
FAX (408) 954-0948

[www.csea.com](http://www.csea.com)

---

Michael Bilbrey  
Association President

Dave Low  
Executive Director

---

Member of the AFL-CIO

*The nation's largest  
independent classified  
employee association*



September 25, 2013

Scott Hendries, President  
Association Employees Union  
6341 Nancy Ridge Drive  
San Diego, CA 92121-2247

Re: Implementation of Contract Provisions

Dear President Hendries:

CSEA and AEU have been bargaining the terms of a successor agreement to the collective bargaining agreement that expired June 1, 2013 since March 20, 2013. During that period, the parties have reached a number of tentative agreements regarding disputed language issues. However, despite extensive bargaining, the parties have been unable to make significant movement on any of the critical economic issues. On September 24, 2013, CSEA offered its final position on these issues. Unfortunately, AEU's position on these key issues remains inflexible.

CSEA has determined that, despite our good faith negotiations, the parties' positions on the outstanding economic issues are irreconcilable. CSEA therefore believes that, at this point, it would be futile to engage in further bargaining. Accordingly, CSEA has determined to implement its last, best and final offer as follows:

1. All tentative agreements entered into by the parties. A full set of these tentative agreements is attached to this letter as Exhibit A.
2. The proposals contained in CSEA's last, best and final offer. A full set of these outstanding CSEA proposals is attached as Exhibit B.
3. To the extent not covered by the tentative agreements reached by the parties and the proposals constituting CSEA's last, best and final offer, the terms of the collective bargaining agreement effective February 1, 2011-May 31, 2013 (expired), shall apply to the relationship between the parties, to the extent the provisions of that agreement are legally operative in the absence of a negotiated agreement.

These terms shall be effective October 1, 2013.

Scott Hendries, President

September 25, 2013

Page 2

CSEA looks forward to resuming negotiations concerning a successor agreement when circumstances indicate that impasse is broken. In the meantime, we look forward to AEU's cooperation in the implementation of these terms.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

A handwritten signature in black ink, appearing to read "Dave Low", with a long horizontal flourish extending to the right.

Dave Low

Executive Director

DL:gd

Attachments

By: Email and U.S. Mail

c: Keith Pace, Director, Field Operations

Chris Platten, Attorney, Wylie, McBride, Platten & Renner

# **EXHIBIT A**

~~SECRET~~

TENTATIVE AGREEMENTS  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

March 28, 2013

The parties agree to no change to the current contract language as to the Articles listed below:

Article 2 T.A.

Article 3 T.A.

Article 11 T.A.

Article 14 T.A.

Article 18 T.A.

Article 20 T.A.

Article 21 T.A.

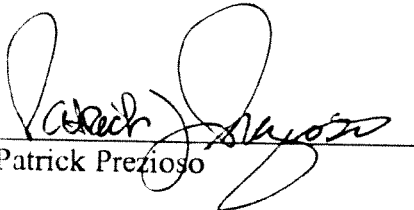
Article 24 T.A.

Article 25 T.A.

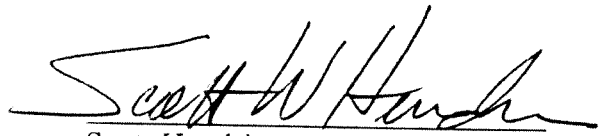
Dated: March 28, 2013

Dated: March 28, 2013

For CSEA:

  
Patrick Prezioso

For AEU:

  
Scott Hendries 3:40

TENTATIVE AGREEMENTS  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

March 28, 2013

Article 4 T.A. – AEU Initial Proposal

Article 31 T.A. – AEU Initial Proposal

Article 32 T.A. – AEU Initial Proposal

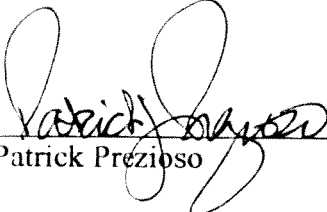
Article 34 T.A. – AEU Initial Proposal to delete the entire Article.


Dated: March 28, 2013

Dated: March 28, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries 3:40 pm

SH  
3/28/  
3:4

**ARTICLE 4**  
**Union Security and Check Off**

4.1 Upon completion of thirty (30) calendar days of employment, all employees who are covered under this Agreement shall, as a condition of employment, become members of the Union and remain members in good standing during the terms of this Agreement or pay to the Union a representational service fee in an amount equal to the current dues, initiation fees or assessments required of any member, to the extent allowed by law.

April 18, 2013

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 5 NEW EMPLOYEES

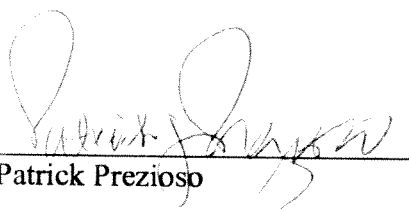
The parties agree to status quo language.

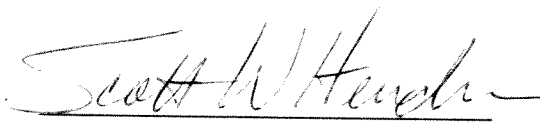
Dated: April 18, 2013

Dated: April 18, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries  
5:30  
4/18/13

April 18, 2013

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 6 PROBATIONARY PERIOD

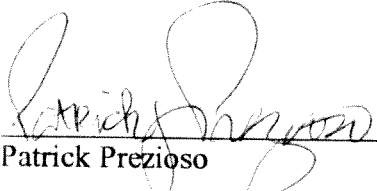
The parties agree to status quo language.

Dated: April 18, 2013

Dated: April 18, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

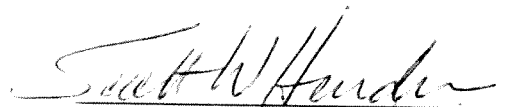
  
Scott Hendries  
4/18/13  
5:25 pm



Exhibit A

ARTICLE 7 STANDARD WORK DAY AND WORK WEEK

7.11.1 Through 7.11.5 shall remain unchanged.

7.11.6 The unit member shall use any in-lieu day earned under this Sub-article or section 11.6 within ninety (90) calendar days of ~~his/her entitlement~~ earning the in-lieu day. The unit member shall notify his/her supervisor of the in-lieu day scheduled. ~~The scheduled in-lieu such~~ day shall not conflict with the unit member's assignments. It is the responsibility of the unit member to track the use of the day.

7.11.7 In the event a unit member, at the time he/she ~~earns~~ qualifies for an in-lieu day, does not have an unscheduled work day within the ninety (90) calendar days, the unit member shall have one hundred twenty (120) calendar days to schedule and use their in-lieu day. The unit member shall notify his/her supervisor of this within ten (10) work days of earning an ~~at the time he/she qualifies for the in-lieu day~~. Failure to notify the supervisor within ten (10) working days shall be deemed forfeiture of the one hundred twenty (120) day option. If the employee fails to use an in-lieu day within the ninety (90) or one hundred twenty (120) day period, as applicable, the employee shall lose that in-lieu day. If the employee fails to use the in-lieu day within one hundred twenty (120) days, the Employer shall have the right to order the employee to take the day off on a day determined by the Employer.

7.11.8 An employee unable to use a earned in-lieu day within the 90 or 120 calendar day periods provided by sub-article 7.11.7, as applicable, due to illness or injury shall be entitled to as many days of the relevant period in which to schedule and use an in-lieu day as remained when the employee went on sick or injury leave.

1A  
8/20/13  
SH

April 10, 2013

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 8 OVERTIME

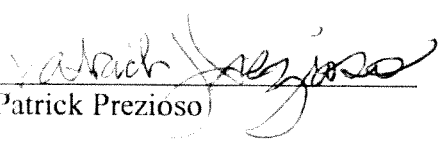
The parties agree to status quo language.


Dated: April 10, 2013

Dated: April 10, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries

3:50 pm

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

The parties agree to add 8.7 Compensatory Time Off as follows:

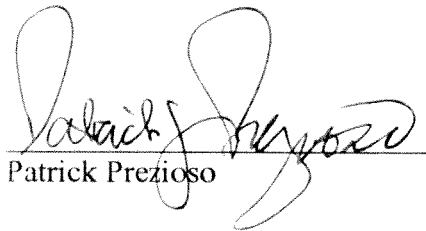
- 8.7 Upon mutual agreement between the immediate supervisor and a non-exempt employee, the employee may earn and must use all compensatory time during the same pay period.

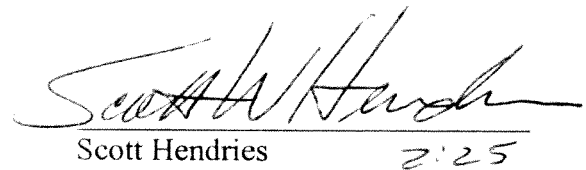
Dated: April 26, 2013

Dated: April 26, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries 2:25

April 25, 2013

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 9 VACATIONS

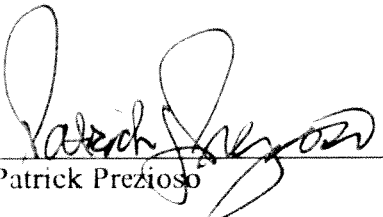
The parties agree to status quo language.


Dated: April 25, 2013

Dated: April 25, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries

April 3, 2013

CSEA COUNTER PROPOSAL TO  
AEU'S PROPOSAL TO ARTICLE 12 JURY DUTY

12.2.2 An employee is expected to immediately contact his/her immediate supervisor upon being notified s/he has been called for jury duty. An employee **may be required** ~~shall be expected~~ to assist in rescheduling or reassignment of his/her work during the required absence.

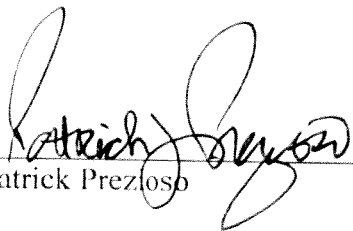
[All other language within Article 12 to remain status quo.]


Dated: April 3, 2013

Dated: April 3, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries  
4/3/13  
2:22

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 15 JOB RECLASSIFICATION

**RECLASSIFICATION**

15.1.1 The parties agree that changing conditions may warrant reclassifications of positions and/or classes that are a part of the bargaining unit. It is also recognized that both the Employer and the Union have vested interests in such reclassifications. The purpose of this Article is to facilitate necessary reclassifications and to provide an orderly process for effecting same.

15.1.2 Reclassification means the redefining of a position to account for changes in technology, duties, or work that may alter the nature of the job.

**PROCEDURES**

15.2.1 A three person Reclassification Panel shall be established no later than ~~August~~ **January** 1 of each year. The Panel shall be composed of one management appointee, one Union appointee, and one neutral appointee, who shall be selected by mutual agreement between the Employer and the Union.

During the month of ~~August~~ **January**, on or before ~~August~~ **January** 31, in each of the succeeding years of this Agreement, reclassification(s) may be requested by the Union, the Employer, an individual bargaining unit member, or class of bargaining unit members for any position listed in Appendix A, (Salary Schedule).

The request for reclassification shall contain the following:

- (a) The classification or position to be reclassified;
- (b) The existing job description and salary placement;
- (c) The proposed job description and salary placement;
- (d) Employees affected by the proposal and the proposed disposition of same;
- (e) The basis for the reclassification;
- (f) If a position is reclassified and there is no incumbent, the job shall be posted.

15.2.2 Employee and Employer reclassification requests and supporting documentation shall be submitted to the Director of Human Resources on or before ~~August~~ **January** 31st of a given year. The Employer shall immediately forward the requests and documentation to the Union appointee and the neutral appointee. The documentation submitted with the requests shall be the only documents that will be considered by the Panel.

15.2.3 The cost of the third appointee shall be shared by the Employer and the Union.

15.2.4 The Panel shall meet once a year in ~~September~~ February. The Employer, Union and/or employee may present information to the Panel. Procedures for equal presentation of information shall be determined by the Panel.

15.2.5 The deliberation of the Panel shall take place in closed session. The Panel has the authority to adopt, reject, or modify the reclassification request. The Panel does not have the authority to create new classifications. However, it may recommend the creation of new classifications to the Employer. Any Panel decision that adopts a request for reclassification shall state which changes in technology, job duties, or work have altered the nature of the job.

15.2.6 Two (2) of the three (3) Panel members must agree for a reclassification to be adopted. All Panel members shall sign the decision. No dissenting opinion will be issued.

15.2.7 The decision of the Panel shall be binding and shall be implemented on ~~November~~ June 1 of that year.

15.2.8 The Employer agrees to place an employee whose position is reclassified on the Step of the Range to which reclassified that provides the employee with at least a 5.5% salary increase.

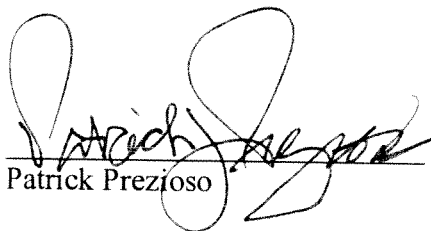
15.2.9 Any recommended changes in the job description shall go to the parties for negotiation.

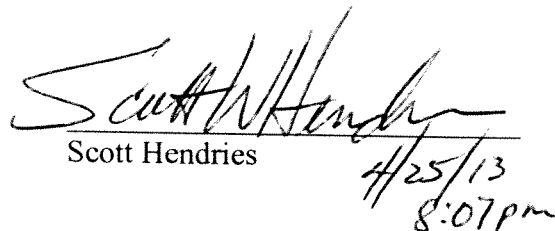
Dated: April 25, 2013

Dated: April 25, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries  
4/25/13  
8:07pm

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 16 LAYOFF AND LOSS OF SENIORITY

- 16.1.2 In case of layoff, the Employer shall notify the affected employee(s) and the Union at least ~~forty (40)~~ regularly scheduled 45 work days in advance.
- 16.1.3 The Employer shall notify the Union of the proposed layoffs at least ~~forty-five (45)~~ 45 work days in advance. The parties shall commence effects negotiations as soon as possible after notification to the Union.

**RIGHTS OF EMPLOYEES LAID OFF FOR LACK OF WORK OR FUNDS**

- 16.2.1 Employees who are laid off shall have the right to bump an employee holding less bargaining unit seniority if s/he meets minimum qualifications of the classification to which s/he is bumping
- a). The impacted employee(s) shall receive “notification” of position(s) being eliminated and articulation of their contractual rights. This includes a 45 work day notice to AEU.
  - b). Concurrently, all less senior employees shall receive a notice indicating that due to an elimination of position(s) and contractual bumping rights, they may be affected.
  - c). Ten working days from the issuance of the “notification” contained in (a) above, notice will then be issued advising all less senior employees, that there will be a meeting scheduled whereby all positions that could be impacted will be posted for purposes of bidding and selection of bumping rights. The time for this meeting and the time allowed for decisions by employees shall be negotiated between CSEA and AEU during the effects negotiation process.
  - d). At this meeting, in order of seniority, the employees in positions being eliminated shall exercise their bumping rights. Each employee who is bumped shall subsequently exercise their bumping rights.



April 18, 2013

**e). Once the bumping process has been completed, if no positions are available in which to bump, the least senior employee(s) shall receive a 45 work day notification of layoff and bargaining of the effects of layoff shall be conducted.**

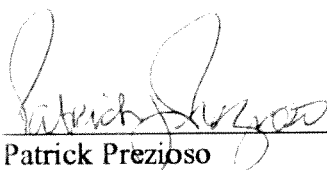
[All other language remains status quo.]

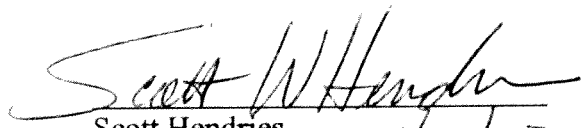
Dated: April 18, 2013

Dated: April 18, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries  
4/18/13  
7:15 PM

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 17 DISCIPLINE

DEFINITION OF DISCIPLINE

17.1 Discipline includes a written reprimand, suspension, demotion or termination. Degrees of discipline are generally progressive and are used to ensure that the employee has the opportunity to correct his or her performance. However, for serious offenses, more severe discipline may be warranted and one or more steps of the disciplinary process may be skipped when warranted.

REASONS FOR DISCIPLINE

~~17.1~~ 17.2 Maintenance of discipline is the responsibility of management. In applying discipline the employer agrees to take action against an employee only for just cause and within the procedures of this Agreement. Discipline less than discharge shall be undertaken for corrective purposes only.

[Renumber following sections accordingly.]

TIME LIMITS FOR DISCIPLINARY ACTION

~~17.3~~ 17.4 ~~In imposing discipline on a current charge against an employee, the Employer shall not consider infractions which occurred more than two (2) years previously. The two (2) year period shall run from the date the Employer became aware of the infraction and go back to the date of the occurrence.~~

The employer shall not bring discipline against an employee on the basis of any alleged misconduct that occurred more than two years before the date on which the proposed discipline is presented to the employee and/or AEU.

[Renumber following sections accordingly.]

CSEA MEMBER COMPLAINTS

~~17.7.1~~ 17.8.1 The appropriate manager shall notify in writing any unit member who is the subject of a written or verbal complaint ~~of such complaint within five (5) working days of receipt.~~ that results in a formal investigation. Such notice shall include a copy

of the complaint and shall be provided to the employee within 20 working days of receipt of the complaint by CSEA.

17.8.2 If the Employer conducts a formal investigation of a verbal or written CSEA member complaint, the Employer shall provide the unit member with the opportunity to respond to the complaint prior to completion of the investigation.

The Employer shall give notice to the employee that the complaint has been resolved within five (5) working days of completion of the investigation. The employee shall be entitled to summary of the investigation within five (5) working days of commencement of any disciplinary proceedings.

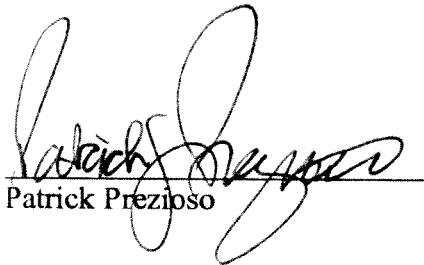
[All other language in this Article remains status quo.]

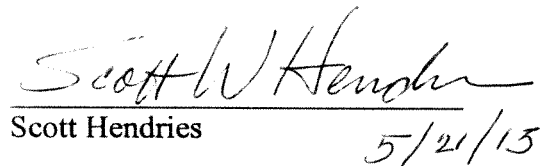
Dated: May15, 2013

Dated: May 15, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries 5/21/13

**TENTATIVE AGREEMENT BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION**

**Article 19 Grievance Procedure**

**DEFINITION**

19.1 For the purpose of this Agreement, the term "grievance" shall mean a dispute between the Union and the Employer or between any bargaining unit employee (Step I) and the Employer concerning the interpretation, application, claim of breach, or violation of this Agreement. The term "grievance" shall also apply to matters involving wages, hours, and working conditions.

**TIMELINES**

19.2 The grievance process must be initiated within four (4) months after a grievant knows, or should have known, of the alleged violation. The timelines for a disciplinary grievance shall be as set forth in section 19.7.8.

**STEP I – INFORMAL DISCUSSION**

19.3.1 Except as provided by 19.3.2, prior to the institution of a written grievance, and no later than four months after an employee or the Union believes there is cause for a grievance, the employee shall initiate the grievance process by requesting a meeting with his/her immediate supervisor, along with or through, her/his Steward or by filing a waiver of such meeting as provided by 19.3.2. The parties shall informally attempt a resolution of the matter. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced in subsequent steps. If the complaint is not resolved within 20 working days through informal discussion with the immediate supervisor, Step I is concluded.

19.3.2 If there is no intermediate supervisor between the employee's immediate supervisor and the Executive Director, the informal discussion provided by 19.3.1 shall be optional at the written election of the employee or the Union, served on the employee's immediate supervisor within the timeframe prescribed by 19.3.1.

**STEP II – WRITTEN GRIEVANCE**

19.4.1 If the dispute is not resolved to the employee's satisfaction at Step I, or as waived by 19.3.2, the employee, or the Union on behalf of the employee, may file a written grievance on the agreed upon form with the person to whom the employee's immediate supervisor reports within 20 working days of the conclusion of the Step I discussion.

19.4.2 If there is no intermediate supervisor between the employee's immediate supervisor and the Executive Director, the employee or the Union on behalf of the employee, may file a written grievance on the agreed form with the employee's immediate supervisor. That form shall be filed no later than 20 working days after the employee or the Union has filed with the employee's immediate supervisor the waiver of the informal meeting provided by 19.3.1.

SH 

19.4.3 A meeting shall be held within twenty (20) working days of the Employer's receipt of the grievance. If requested by either party, the employee, Steward, Chief Steward, and the employee's immediate supervisor may attend the meeting in addition to the appropriate manager.

The grievance form shall be completed, signed by the employee and the Union and shall include the date and time of presentation.

The grievance statement shall include the following:

(a) A complete statement of the act(s) or event(s) giving rise to the grievance, the Article(s) and section(s) of this Agreement alleged to have been violated, and remedy sought.

(b) All known facts must be brought out at the Step II of the grievance procedure.

19.4.4 The Employer shall give a written answer to the grievance within twenty (20) working days from the date of the meeting. The written answer shall include a complete statement of the Employer's position and the facts upon which it is based and any remedy or correction which has been offered.

19.4.5 If the grievance is not settled satisfactorily at Step II, the Union may appeal the grievance to the Executive Director, or his designee, within 20 working days from receipt of the decision.

### **STEP III – WRITTEN APPEAL**

19.5.1 Within twenty (20) working days of notice by the President, or designee, to the Employer to proceed to the Step III meeting, the Executive Director or his/her designee shall hold a Step III meeting. The date, time and place of the meeting shall be by mutual agreement of the Executive Director or his/her designee and the Union and placed in writing. The Employer or the Union may request that other representatives participate in the meeting, and the Union may request that other bargaining unit employees be called as witnesses.

19.5.2 It is the intent of the parties to arrive at an equitable settlement of all Step III grievances. Therefore, all evidence presented at the third step meeting shall reflect the total effort of the parties.

19.5.3 A written disposition of the grievance shall be given by the Employer to the Union and the aggrieved employee(s) within twenty (20) working days following the meeting.

19.5.4 If the Step III grievance answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration.

### **STEP 4 – ARBITRATION**

19.6.1 The request for arbitration must be given in writing to the Employer by the designated representative of the Union within twenty (20) working days from the date of the Step III decision.

19.6.2 It is understood that the arbitrator will only interpret the Agreement and will in no instance add to, delete from, or amend any part thereof.

19.6.3 A court reporter shall not be required for the arbitration proceedings, but may be requested by the Employer, the Union, or the arbitrator.

(a) If the services of a court reporter are requested by the arbitrator, the costs shall be borne equally by the Employer and the Union.

(b) If the services of the court reporter are requested by the Union, the costs shall be borne by the Union.

SK  


(c) If the services of the court reporter are requested by the Employer, the costs shall be borne by the Employer.

19.6.4 Within twenty (20) working days of the submission of the request for arbitration, one arbitrator shall be mutually selected from the panel and a hearing scheduled to be held within 90 calendar days. If the selected arbitrator cannot be scheduled within 90 calendar days, the parties will mutually agree to either another arbitrator or to extend the time limit for the hearing. The arbitrator's compensation and fees shall be split equally by the parties. Decisions of the arbitrator shall be final and binding.

19.6.5 In the event the arbitration is cancelled, the party cancelling the arbitration shall bear the cost of all cancellation fees.

19.6.6 Arbitrators

(a) The panel shall be comprised of five pre-selected arbitrators for discipline cases and five pre-selected arbitrators for non-disciplinary cases. For both disciplinary and non-disciplinary cases, one of the five pre-selected arbitrators shall be by mutual selection.

(b) The arbitrator panel will consist of the following arbitrators for disciplinary cases:

1. Names of two CSEA arbitrators

i. Geraldine Randall

ii. Edna Francis

2. Names of two AEU arbitrators

i. Wilma Rader

ii. Charles Askin

3. The mutual selection arbitrator is Robert Hirsch

4. CSEA picks first in disciplinary cases and the order of selection has been pre-chosen by both CSEA and AEU as follows:

i. Geraldine Randall

ii. Charles Askin

iii. Edna Francis

iv. Wilma Rader

v. Robert Hirsch

5. The arbitrator panel will consist of the following arbitrators for non-disciplinary:

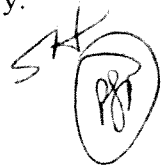
Names of CSEA arbitrators

Geraldine Randall

Edna Francis

Names of AEU arbitrators

Carol Vendrillo



Katherine Thomson

The mutual selection arbitrator is Michael Prihar

6. AEU picks first in non-disciplinary cases and the order of selection has been pre-chosen by both CSEA and AEU as follows:
  - i. Carol Vendrillo
  - ii. Edna Frances
  - iii. Katherine Thomson
  - iv. Geraldine Randall
  - v. Michael Prihar
7. In the event an arbitrator is permanently unavailable that arbitrator shall be replaced as follows:
  - If the arbitrator was selected by the union, it shall provide the name of a replacement arbitrator.
  - If the arbitrator was selected by CSEA, it shall provide the name of a replacement arbitrator.
  - If the arbitrator was selected by mutual consent of the parties, they shall select by mutual consent a replacement arbitrator.

The above panel shall be maintained for the duration of this contract.

#### GENERAL

- 19.7 As the exclusive representative it is understood that the grievance procedure is a mechanism used and controlled by the Union (AEU).
- 19.7.1 A policy grievance filed by the Union, as distinguished from a grievance filed by an individual employee or by the Union on behalf of an individual employee, may be filed at Step III of the grievance procedure.
- 19.7.2 A written grievance involving more than one (1) employee will be filed by the Steward for and on behalf of the employees.
- 19.7.3 Settlements in Step I and Step II of the grievance procedure are not precedent setting and these dispositions will not be used in establishing a grievance precedent.
- 19.7.4 By mutual agreement of the parties or their representatives, time limits established in the grievance procedure may be extended by a specified period.
- 19.7.5 If an answer is not received or a meeting is not held within the time limits established in the grievance procedure, the aggrieved party may process the grievance to the next highest step of the grievance procedure.
- 19.7.6 The Union President, Chief Steward, and Stewards shall have the right to settle grievances at their respective steps of the grievance procedure. However, all settlements shall be reduced to writing and shall require the signature of the President or his/her designee and either the appropriate Steward or one other Executive Board officer.

SH  
PP

September 18, 2013

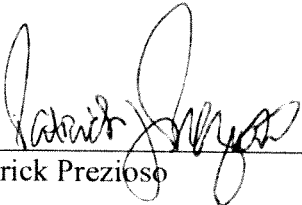
- 19.7.7 The Employer shall furnish grievance forms which shall be used by the Union and bargaining unit employees when filing a grievance. The contents of this form shall be mutually agreed upon by the Employer and the Union.
- 19.7.8 Any permanent employee who institutes a grievance as a result of a disciplinary action less than discharge shall comply with the procedures as provided herein, except that Step I shall be initiated within a twenty (20) workday period at the level from which the disciplinary action was taken.
- 19.7.9 If an employee believes s/he has cause for a grievance based on an action of a supervisor other than the immediate supervisor, that supervisor shall be considered the immediate supervisor for purposes of Step I of the grievance procedure.

Dated: September 18, 2013

Dated: September 18, 2013

For CSEA

For AEU:

  
\_\_\_\_\_  
Patrick Prezioso

  
\_\_\_\_\_  
Scott Hendries

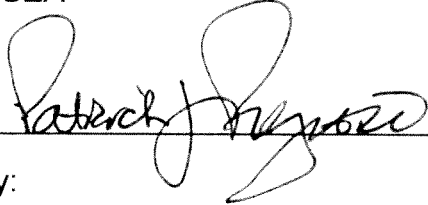


## SIDE LETTER AGREEMENT

CSEA and AEU agree that a Letter of Warning is not a form of discipline and that Operating Procedure 2A will be modified to reflect that agreement.

Dated: April 15, 2013

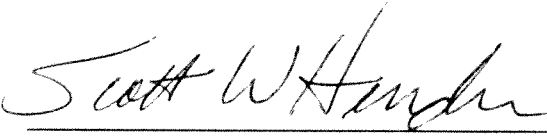
CSEA

  
\_\_\_\_\_

by:

Dated: April 25, 2013

AEU

  
\_\_\_\_\_

By:

April 18, 2013

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 28 RIGHTS OF THE UNION

The parties agree to move 7.10 to Article 28 as 28.4(e) and new AEU proposal of 28.4(f) as follows:

28.4(e) The Employer shall not require the twenty-four (24) AEU Officers and Stewards to work on the six (6) AEU General Membership and the one (1) AEU Conference Saturday meeting dates as referenced and provided to the CSEA per Article 28, Rights of the Union, Meetings, 28.4. Management will exercise best efforts, consistent with the business needs of CSEA, to avoid assigning work on dates on which AEU has scheduled general membership meetings or AEU Conference Saturday meeting dates.

28.4(f) The above release time is in addition to that set forth in 28.1 and 28.2 for negotiations.

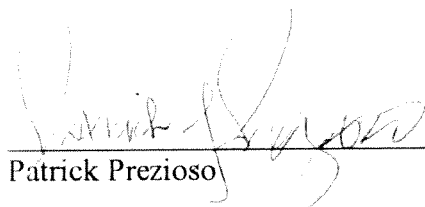
[All other language remains status quo.]

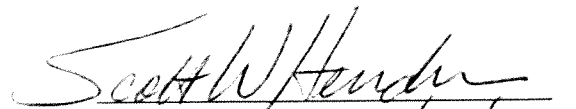
Dated: April 18, 2013

Dated: April 18, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries  
4/18/13  
7:10 pm

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
ASSOCIATION EMPLOYEES UNION

ARTICLE 29 PERSONNEL RECORDS AND PERFORMANCE EVALUATIONS

The parties agree to the addition of the following language:

29.3.3 Assessing training needs may require testing and examinations. Training assessments are not to be used for discipline, pay raises, or transfers and shall not be placed in the employee's personnel file.

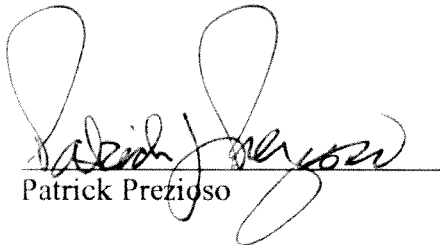
[All other language remains status quo.]

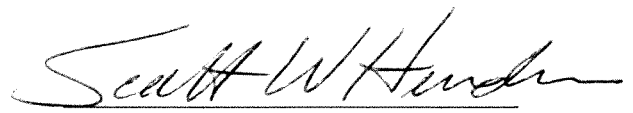
Dated: April 26, 2013

Dated: April 26, 2013

For CSEA:

For AEU:

  
Patrick Prezioso

  
Scott Hendries      2:27

**ARTICLE 31**  
**Safety**

SH  
3/28  
3:41

**PURPOSE**

31.1 The Employer shall provide safe working conditions for its employees within its ability to do so, and in compliance with CAL-OSHA rules and regulations.

**SAFETY OFFICER**

31.2 There shall be a Safety Officer appointed by the Executive Director who shall be authorized to issue Safety directives to all departments and employees. Such directives shall be complied with immediately, but will be subject to appeal at Step III of the grievance procedure.

**SAFETY COMMITTEE**

31.3.1 There shall be a Safety Committee composed of two (2) bargaining unit members appointed by AEU and two (2) management members.

**ARTICLE 32**  
**Staff Development and Professional Growth**

**Joint Committee**

32.1 The Staff Development and Training Committee shall be comprised of three (3) representatives of the Employer, and three (3) representatives of the Union. The Committee is charged with:

SH  
3/28/11  
3:40

## ARTICLE 34 Emeritus Program

- 34.1 The parties recognize that the expertise and service of long-term employees is of continuing value to the mission of the Association as they near contractually provided retirement ages. The parties recognize that the energy and expertise of potential retirees has significant implications for mentoring current Association employees and promoting the mission of the Association. The parties also recognize that the Emeritus Program outlined below is a cost-effective way of expanding and enhancing organizational services.
- 34.2 Bargaining unit members who intend to retire from service from CSEA shall have the option of requesting to work in a part-time Emeritus status after their retirement in accordance with the following terms and conditions.
- 34.3 To be eligible, unit members must have worked a minimum of ten (10) years of service with CSEA. Unit members shall apply for Emeritus status in the same time frame as they notify CSEA of their intention to retire, ninety to one hundred eighty (90 to 180) days in advance of their retirement date. The employer has the right to accept or decline applications for Emeritus status, and retains the right to release the employee from Emeritus status at any time.
- 34.4 Retirees who are employed in Emeritus status shall continue to receive defined benefit pension payments as set forth in Article 23 of the Agreement between CSEA and AEU. The level of monthly retirement benefit and retiree medical benefit shall remain the same as if the employee had retired and not been employed in Emeritus status.
- 34.5 Employees in Emeritus status shall not be considered part of the bargaining unit. Retirees employed in Emeritus status shall remit the monthly dues/fees required of all members of the Union for the duration of the assignment.
- 34.6 Employees in Emeritus status shall be assigned to no more than a thirty percent (30%) work assignment. A 20% work assignment is equal to one (1) full work day per week. Emeritus employees shall receive salary payment based upon an appropriate prorated share of the salary for the assigned classification as set forth in the salary schedule in effect between CSEA and AEU.
- 34.7 Employees in Emeritus status shall continue to fill out daily activity reports and shall be subject to the policies of the organization.
- 34.8 Emeritus employees shall receive reimbursement for business related mileage at the established IRS rate.
- 34.9 The maximum duration of the Emeritus assignment shall be five (5) calendar years. Emeritus employees may provide not less than a 30-day notice to CSEA of the intention to vacate their Emeritus assignment.
- 34.10 In the event of a bargaining unit layoff, CSEA agrees to suspend the Emeritus Program.
- 34.11 This Article shall not limit the right of the employer to contract out for services to the extent permitted by section 1.3 of this contract.

SIDE LETTER AGREEMENT ON  
ANTI-WORKPLACE BULLYING COMMITTEE

The California School Employees Association and Association Employees Union shall create a joint labor management committee comprised of six persons, three to be appointed by AEU and three to be appointed by CSEA. The purpose of the committee is to recommend to the Executive Director a written procedure for training, dissemination, implementation and enforcement to prohibit workplace bullying.

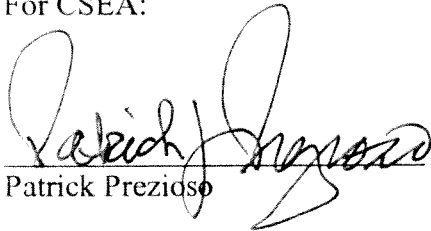
The parties shall exchange their respective list of committee appointees no later than July 1, 2013.

The Committee shall complete its task on or before December 31, 2013, unless extended by mutual agreement.

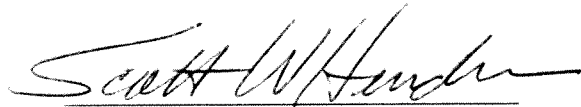
Dated: April 26, 2013

Dated: April 26, 2013

For CSEA:

  
Patrick Prezioso

For AEU:

  
Scott Hendries 4.26

# **EXHIBIT B**

**CSEA'S LAST, BEST, AND FINAL  
TO AEU  
September 19, 2013**

Articles 1 Recognition and Article 26 Transfers, Promotions and Demotions Withdrawn in exchange for the following agreement.

“The parties agree to meet on a biannual basis (every 6 months) beginning November 2013 to address the workload and relationship issues between the parties. Beginning November 2013 the AEU Executive Board will meet with the CSEA Executive Director and their designee(s) to have a collaborative candid discussion about work place issues and problems (real and perceived). The purpose of these meetings is to communicate in a more open and honest environment and eliminate the perceived adversarial culture.

Article 2 T.A.

Article 3 T.A.

Article 4 T.A.

Article 5 T.A.

Article 6 T.A.

Article 7 T.A.

Article 8 T.A.

Article 9 T.A.

Article 10

10.3.3 On a case-by-case basis and with mutual agreement between CSEA and AEU, any bargaining unit member may donate up to five (5) days accumulated and unused sick leave to another bargaining unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves.

The recipient shall be allowed to coordinate state disability with donated sick leave, retaining the amount of the award and submitting receipts for the amount(s) received to be deducted from gross pay. The Employer, in turn, shall issue the appropriate salary payment and reimburse the employee's sick leave account for the number of sick hours purchased by the state disability award, based on the employee's pay rate.



The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one bargaining unit member before beginning to utilize days donated by another bargaining unit member. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.

Such forms as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed to by the Employer and the Union, and shall be provided by the Employer.

***An employee who is denied donated sick leave shall be provided in writing the reasons for the denial with a copy to AEU.***

Article 11 T.A. with specific days identified.

Article 12 T.A.

Article 13 See Attached

Article 14 T.A.

Article 15 T.A.

Article 16 T.A.

Article 17 T.A.

Article 18 T.A,

Article 19 T.A.

Article 20 T.A.

Article 21 T.A.

Article 22 See Attached

Article 23 See Attached

Article 24 T.A.

Article 25 T.A.

Article 26 T.A. with status quo language with acceptance of AEU's 26.3(b) from April 3, 2013 at 10:31am and 26.8 of April 25, 2013.

Article 27 See Attached

Article 28 T.A.

Article 29 T.A.

Article 30 As per CSEA's initial proposal.

Meal reimbursement criteria, Toll/Fastrak reimbursement requirement, octane requirements (please note that currently all staff are in compliance with the octane requirements), concur reporting requirements will be agendized for the first Biannual meeting between CSEA and AEU in November 2013.

Article 31 T.A.

Article 32 T.A.

Article 33

33.1.5 Employees may volunteer for ~~shall be assigned to~~ mentor duties for no more than five (5) ~~twelve (12)~~ consecutive months ~~weeks~~ in duration.

Article 34 T.A.

Side Letter Agreement on Anti-Bullying Committee

<b>Implemented Proposal</b>				
	<b>1<sup>st</sup> year</b>	<b>2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>	<b>4<sup>th</sup> year</b>
<b>Salary</b>	1.75% on-schedule increase			
<b>H&amp;W</b>	Effective 10/1/13, the employee contributes 0.25% monthly salary for benefits	n/a	n/a	n/a
<b>Pension</b>	1.25% employee contribution			