# 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 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.

Article 2 T.A.

Dated: March 28, 2013 Dated: March 28, 2013

For CSEA:

Patrick Preziosc

For AEU:

Scott Hendries

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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:

rick Prezibso / ) Scott Hendric

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#### 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.

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### ARTICLE 31 Safety

#### **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:

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NOTES

## 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.