

**TABLE OF CONTENTS**

Article 1 Agreement.....

Article 2 Recognition.....

Article 3 Definitions .....

Article 4 Duration .....

Article 5 Outsourcing.....

Article 6 Support of the Agreement.....

Article 7 Evaluation .....

Article 8 Compensation .....

Article 9 Health and Welfare Benefits.....

Article 10 Hours, Overtime, and Extra Work Assignments .....

Article 11 Vacations and Holidays .....

Article 12 Leaves of Absence .....

Article 13 Transfers and Vacancies .....

Article 14 Safety Conditions.....

Article 15 Emergency Closure/Emergency Release.....

Article 16 Uniforms .....

Article 17 Layoff and Reemployment .....

Article 18 Personnel Files, Employment Status, and Discipline .....

Article 19 Grievance Procedures .....

Article 20 Non-Discrimination .....

Article 21 Miscellaneous .....

Article 22 ECRCHS Rights .....

Article 23 Union Rights .....

Article 24 Dues Deduction.....

Article 25 Concerted Activities .....

Article 26 Savings Clause.....

Article 27 Full Understanding, Modifications, Waiver .....

Article 28 Re-Negotiation Procedures .....

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## Appendix

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**ARTICLE 1**

**AGREEMENT**

This Agreement is made and entered into by and between the Governing Board of El Camino Real Alliance (ECRA) which together with its administrative staff and representatives will be referred to in this Agreement as “ECRA” or “the Charter School,” and American Federation of State, County and Municipal Employees, District 36, which together with its officers and representatives will be referred to in this Agreement as “AFSCME” or “the Union.”

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## ARTICLE 2

### RECOGNITION

#### 2.1 Recognized Unit

Pursuant to applicable California statutes, regulations, and P.E.R.B. Case No. LA-RR-1287-E, AFSCME has been certified as the exclusive representative of a bargaining unit comprised of the following employees of ECRA for the purposes of the Educational Employment Relations Act (Government Code Section 3540, et seq., Title I, Division 4, Chapter 10.7).

#### 2.2 Included

“All full-time and part-time classified employees of El Camino Real Alliance (ECRA) as defined in California Education Code 45100 et seq...” including but not limited to those employed in the following:

- Accounting
- Accounting Tech I
- Accounting Tech II
- Additional Adult Assistant
- Administrative Assistant
- Administrative Assistant II
- Athletic Assistant
- Athletic Trainer
- BII Specialist
- Building & Grounds Worker
- Campus Aide
- Campus Aide Senior
- Campus Safety Officer
- Data Systems Analyst
- Education Aide
- Instructional Aide
- Intervention Coordinator [certificated position]
- IT Specialist
- Special Education Assistant
- Lead Building & Grounds Worker
- Youth Services
- Office Assistant I
- Office Assistant II
- Office Assistant Senior I
- Office Assistant Senior II

#### 2.3 Exclusions

Specifically excluded from recognition are those employees who are management, confidential, or certificated service including, but not limited to, employees in the following classifications:

Assistant Plant Manager	(Management, Supervisory)
Assistant Principal	(Management, Supervisory)
Chief Business Officer	(Management, Supervisory, Confidential)
Chief Compliance Officer	(Management, Supervisory, Confidential)
Director, Accounting & Finance	(Management, Supervisory)
Director of STEAM & Sustainability	(Management)
Executive Director	(Management, Supervisory, Confidential)
Human Resources Director	(Management, Confidential)
Human Resources Manager	(Management, Confidential)
Human Resources Specialist	(Confidential)
Manager, Accounting and Finance	(Management, Supervisory)
Manager, Information Systems	(Management)
Payroll Manager	(Management, Supervisory, Confidential)
Payroll Specialist	(Confidential)
Plant Manager	(Management, Supervisory)

## ARTICLE 3

### DEFINITIONS

- 3.1** “ECRA” or “School” refers to ECRA and El Camino Real Charter High School (“ECRCHS”).
- 3.2** “Board of Directors” or “Board” refers to the governing body of ECRA.
- 3.3** “Union” or “AFSCME” refers to the American Federation of State, County & Municipal Employees Local that represents this bargaining unit.
- 3.4** An “employee” is a classified employee who is a member of the appropriate unit as defined in Article 2, Recognition.
- 3.5** “Agreement” shall refer to this Collective Bargaining Agreement, which also includes any Memorandum of Understanding or Side Letter Agreement subsequently agreed upon in writing between the parties.
- 3.6** “Immediate supervisor” is the management employee having first line authority.
- 3.7** “Negotiate in good faith” refers to a sincere and honest effort on the part of each party to reach agreement.
- 3.8** “Seniority” is defined as the total employed service with ECRA. Prior service with LAUSD will be counted toward seniority only if the employee transitioned directly from service with LAUSD at the former El Camino Real High School on June 30, 2011 to employment with ECRA as an independent charter school on July 1, 2011. Dates of hire for employees who began service with ECRA on or after July 1, 2011 (after formation of the charter school) will not include prior service with LAUSD or other districts.
- 3.9** “Classification seniority” is the date assigned to a classification included in the bargaining unit, adjusted due to periods of non-paid status (reference: Article 17).
- 3.10** “School year” is synonymous with a fiscal year starting on July 1st and ending June 30th of the following year.

**ARTICLE 4**

**DURATION**

This Agreement shall remain in full force and effect from ratification until June 30, 2022. This Agreement is a closed contract for the entire term.

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**ARTICLE 5**

**OUTSOURCING**

ECRA retains the right to outsource any positions or assignments provided such actions do not result in layoffs or involuntary transfers of bargaining unit members.

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## **ARTICLE 6**

### **SUPPORT OF THE AGREEMENT**

The ECRA Board of Directors and the Union agree that it is to their mutual benefit to encourage the resolution of problems or concerns regarding wages, hours, and other terms and conditions of work through the negotiation process. Therefore, it is agreed that the Board of Directors and the Union will support this Agreement for its term as a demonstration of the cooperation and consistency to this end.

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## ARTICLE 7

### EVALUATION

The terms of this Article shall not be interpreted in any manner which alters or is inconsistent with the rights and obligations in the article of this Agreement addressing Employment Status.

#### **7.1 Purpose:**

The primary purpose of evaluations shall be for the improvement of employment skills, and all evaluations shall be conducted in good faith and in accordance with the provisions of this Agreement.

#### **7.2 Frequency:**

7.2.1 Unit members who have completed probation (in accordance with Article 18) shall be evaluated once per year no later than June 30 (or the last working day of the school year for B and C basis employees) per the applicable form at Appendix A. This section shall not prohibit ECRA from conducting periodic performance reviews to advise the employee of his/her progress. The period reviewed shall be the current school year. Failure of ECRA to issue an evaluation shall not be construed in a negative light or have an adverse impact on promotions or other future employment considerations.

7.2.2 Probationary unit members as defined by Article 18 shall be formally evaluated at least once during the probationary period. It is acknowledged that supervisors should provide more frequent feedback, but failure to evaluate an employee shall not impact the School's right to release an employee during the probationary period pursuant to Article 18.

#### **7.3 Evaluator:**

The evaluator shall be the immediate supervisor who may conduct the evaluation in conjunction with Human Resources to ensure consistency.

#### **7.4 Procedure to be Followed:**

7.4.1 The ECRA evaluator and the unit member will sign a copy of the evaluation. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

7.4.2 After receiving his/her copy, the unit member shall have ten (10) working days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member's personnel file.

7.4.3 If any category on the performance report is rated lower than "meets requirements,"

the following will be included on the evaluation:

- a. Statement of the problem or concern,
- b. The desired improvement,
- c. Suggestions as to how to improve, and
- d. Provisions for assisting the employee.

**7.5 Grievances:**

No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or the School, nor shall it contest the judgment of the evaluator, unless the overall rating is “Unsatisfactory.” Grievances solely concerning particular evaluations shall be limited to a claim that the procedures of this Article have not been followed.

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**ARTICLE 8**  
**COMPENSATION**

**8.1 Wages and Salaries**

8.1.1 The wages and salaries for Unit employees for 2018-2019 shall be as set forth in **Appendix B** of this Agreement. No employee shall suffer a reduction in pay or step placement as a result of this Agreement.

8.1.2 Effective July 1, 2019, wages will be increased by one and one-half percent (1.5%).

However, if total revenue decreases by five percent (5%) or more as compared to the prior year's revenue, then wages shall be increased by one and one-quarter percent (1.25%).

8.1.3 Effective July 1, 2020, wages will be increased by one and one-quarter percent (1.25%).

However, if total revenue decreases by five percent (5%) or more as compared to the prior year's revenue, then the wages will be increased by one percent (1%).

8.1.4 Effective July 1, 2021, the bargaining unit will receive the same across-the-board percentage increase, if any, received by the ECRA bargaining unit represented by UTLA.

8.1.5 The compensation rates herein are minimums, and this Agreement does not prohibit ECRA from providing employees additional compensation provided ECRA notifies AFSCME of the additional compensation prior to the implementation.

**8.2 Salary Step Placement and Advancement**

8.2.1 Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the School authorizes hiring at a higher rate (up to Step 3) based on verified previous comparable experience.

8.2.2 Unit employees will be entitled to advance one (1) step on the Salary Schedule on July 1 of each year of the schedule in **Appendix B**, provided the highest step on the salary range has not been attained. The employee must have worked a number of days equal to at least seventy-five percent (75%) of the total work days for his/her assigned basis and received a satisfactory evaluation during the previous year. No credit is given for time spent on paid or unpaid leaves of absence.

**8.3 Mileage Reimbursement**

Employees who are required to use their personal vehicles on authorized ECRA business

(exclusive of daily commute) shall be reimbursed for such usage at the then current IRS rate.

#### **8.4 Bilingual/Biliterate Pay**

Classified staffs are eligible for the Bilingual/ Biliterate pay provided they meet the requirements as provided below:

- 8.4.1 Bilingual/Biliterate Pay: Classified staff who successfully pass the Bilingual/Biliterate examination and who regularly use their verbal skills in the course and scope of performing their job duties will receive Bilingual/Biliterate pay in the amount of forty cents (\$0.40) per hour for providing general translation services as needed, including, but not limited to, during Individualized Education Program (“IEP”) meetings.
- 8.4.2 Continued Eligibility: The stipend is contingent upon agreeing to provide translation services as provided above. If a classified staff member believes his/her workload does not permit him/her to provide translation services at the requested time, the classified staff member must refer the matter to his/her supervisor who can exempt the classified staff member from that particular translation assignment without penalty. Otherwise, a classified staff member who, upon request, declines to participate will forfeit the stipend.
- 8.4.3 Effective Date: The approved stipend shall become effective on the first day of the pay period following completion and assessment of approved bilingual/biliterate examination and receipt of certification to Human Resources. A unit member who passes the Bilingual/Biliterate exam will be reimbursed for the cost of that exam.
- 8.4.4 Notification: All parties will receive written notification of all meetings requiring translation, including Individualized Educational Plans (IEPs). Except for an emergency situation, requests must be made at least five (5) working days in advance or at the earliest time known. ECRA shall make every attempt to request translation services from qualified classified staff members assigned to the requesting department prior to requesting services from other classified staff members working in other departments. Employees shall not be required to perform mandatory overtime to perform translation services.
- 8.4.5 Liability: Employees will not be held liable for any legal action based on a claim of negligence associated with providing IEP translation services.

#### **8.5 Building & Grounds, Evening Shift**

Building & Grounds Workers shall receive an additional seventy-five cents (\$0.75) per hour whenever they work the Evening Shift (any shift that begins on or after 12:00 p.m.). When an employee who normally works the Evening Shift is scheduled to work prior to 12:00 p.m., he/she shall receive the Evening Shift differential for the entire shift if he/she

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works over eight (8) hours, exclusive of the duty-free meal period, pursuant to being authorized to work overtime.

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## ARTICLE 9

### HEALTH AND WELFARE BENEFITS

#### 9.1 Benefit Plans

ECRA shall make available to benefit eligible unit members (minimum thirty (30) hours per week) health and welfare benefits in accordance with the applicable plan(s) as set forth in Appendix C. The parties recognize that plan providers (i.e., insurance companies) are free to change the names of the plan as well as plan benefits/coverages; in such event, subject to negotiations, ECRA will make the closest available plan available.

#### 9.2 Eligibility for Plans

Eligibility and duration of health and welfare benefits shall be in accordance with the applicable Employee Welfare Benefit Trust.

#### 9.3 Employer and Employee Premium Contributions

For the term of this Agreement, ECRA will offer AFSCME unit members the same plans at the same terms, conditions, costs, and restrictions (including, but not limited to, contribution rates and opt-out rates) as ECRA offers to UTLA-represented employees.

#### 9.4 Annual Open Enrollment

At least once annually, prior to the open enrollment period, ECRA will provide written information to unit members and answer questions regarding plan options, costs and benefits. Depending upon whether employees are present when new benefit information becomes available prior to an open enrollment period, ECRA shall also schedule a staff-wide presentation to explain benefit plans and related information.

#### 9.5 Retirement Benefit Plan

##### 9.7.1 Continuation of Existing Defined Benefit CalPERS Pension:

ECRA shall continue to maintain its existing contract with CalPERS covering the Classified Staff.

##### 9.7.2 Retiree Medical:

ECRA shall provide the Retiree Medical Insurance coverage for classified bargaining unit staff on the same terms, conditions, costs, and restrictions as the UTLA represented unit.

9.7.3 403(b) Plan Contributions:

ECRA may offer various Retirement Savings Account options, but may change such plans as necessary from time to time. Participation in a designated plan or alternative vehicle must comply with the plan's terms and conditions, and will be subject to any specific vesting requirements.

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## ARTICLE 10

### HOURS, OVERTIME, AND EXTRA WORK ASSIGNMENTS

#### 10.1 General Provisions

##### 10.1.1 Work Year:

The work year of employees shall be determined by ECRA in accordance with Assignment Bases attached hereto as Appendix D.

##### 10.1.2 Workweek:

The workweek of employees shall typically be Monday through Friday, provided, however, that ECRA may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of ECRA. Employees will be given a minimum of fourteen calendar days' notice prior to the effective change in work schedule subject to Section 10.7.

##### 10.1.3 Work Hours:

Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the School to meet the operational needs of the School in a manner consistent with applicable law, provided, however, that nothing contained herein shall be construed as a guarantee by the School of a certain number of paid hours per day or days per week.

#### 10.2 Overtime and Temporary Extra Work Assignments

##### 10.2.1 Equitable Distribution:

To the extent practicable, the School shall use reasonable efforts to distribute overtime work and/or temporary extra work assignments equitably among the qualified employees of an office, operational unit, or work group with consideration given to School need and employee availability in making the distribution.

In an effort to maintain even-handed distribution of overtime, each semester the employer shall maintain an "Availability List" by department/office. Employees of each department shall indicate their availability by marking an "A" for their date of availability for overtime. When overtime is available, the supervisor shall solicit employees from the list. When no employees have volunteered availability in their department list, the supervisor may solicit from other department's availability lists. In the event that more than one employee marks themselves as "Available" the employer shall grant OT by seniority and then by seniority rotation. The rotation shall reset the first date of each semester.

- a. Where special skills and/or experience are required for the Overtime or Temporary Extra Work Assignment, the skills and/or experience will be identified and selection will be limited to those employees with such skills and/or experience.
- b. With respect to clerical employees, this Article applies only to Temporary Extra Work Assignments; it does not apply where those unit members receive overtime from their supervisors to complete their ordinary assigned work.

#### 10.2.2 Compensation for Overtime:

Employees assigned to a workday of eight (8) hours and a workweek of forty (40) hours shall receive compensation at a rate equal to one and one-half (1½) times the regular rate of pay for work authorized and performed during the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week. Employees receive double pay for work authorized and performed beyond twelve (12) hours in a single day and for work beyond eight (8) hours on the seventh (7th) consecutive day in a single workweek.

#### 10.2.3 Limitations:

Regardless of an employee's assigned average workday and workweek, overtime shall be paid only for hours worked in excess of eight (8) hours in one day or hours worked in excess of forty (40) hours in a calendar week. For the purpose of computing overtime and overtime pay, only time actually worked by the employee shall be considered.

### **10.3 Meal Period**

Employees who are assigned for duty for more than five (5) consecutive hours per day shall be entitled to a minimum thirty (30) minutes duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator or supervisor near the middle of the shift based on program needs. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay in a manner consistent with applicable State and Federal laws. In order to avoid being interrupted during their meal period, employees may not remain at their workstations or loiter at the workstations of other employees. Additionally, employees on meal periods shall not be required to maintain radio contact. Employees are required to clock out and back in promptly at the beginning and end of each meal period. The Faculty Cafeteria shall remain open for employees use as a break room. Consistent with California wage and hour laws, should an employee be interrupted during his/her meal period by an administrator or supervisor and is required to perform substantive work, the employee will be permitted to restart his/her meal period. If the employee is not allowed to restart his/her meal period, the employee shall be paid a premium wage as provided by law.

## **10.4 Rest Period**

Employees assigned more than six (6) hours per day shall be granted two (2) rest periods of ten (10) minutes each. Employees assigned for four (4) hours or more but not more than six (6) hours per day shall be granted one rest period of ten (10) minutes. The rest period shall be scheduled by the appropriate administrator for mid-morning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday. In order to avoid being interrupted during their rest periods, employees may not remain at their workstations or loiter at the workstations of other employees. The Faculty Cafeteria shall remain open for employees use as a break room.

## **10.5 Call-Back Time**

Employees who are called back to work outside their regular work hours shall be guaranteed a minimum of two (2) hours' pay at the appropriate rate in a manner consistent with applicable State and Federal laws. No employee shall be required to "stand-by" to be available to return to work after completion of the employee's regularly scheduled work hours and no discipline or retaliation shall result if the employees are not available for call back work.

## **10.6 Summer Assignments**

### **10.6.1 Assignment Order:**

Summer assignments for ten (10) or eleven (11) month regular classified employees shall be made as soon as practicable. By May 25, ECRA will notify all employees in this unit that requests to work during the summer are being accepted. Any special skills that are required will be identified. Selection for summer assignments shall be made from a list of employees by job classification who have applied and who have the required skills. The rotation order shall begin within the priority group (see Section 10.6.2) with the most senior employee; if the most senior employee within that priority group rejects the offer, the next most senior (within the priority group) shall be offered the option, and so on, before moving to the next priority group and continuing the process starting with the most senior until the position is filled. Placements shall be made in the following order:

- a. Regular, active classified employees in the same job classification;
- b. Regular, active classified employees in a similar job classification who are qualified and have applied;
- c. Regular, active classified employees in other job classifications who are qualified and have applied; and then
- d. Other individuals who are qualified (including regular classified employees on leave from ECRA for the semester prior to the Summer School, retirees, outside hires, and contractors).

#### 10.6.2 Priority:

Regardless of seniority, employees who did not work the previous summer have priority for selection over those employees who did.

#### 10.6.3 Restrictions:

When an employee accepts a summer assignment, he/she must complete that assignment for its entire summer program period and should not request vacation or to be changed from one assignment to another. Exceptions may be made at the sole discretion of the School. Employees who accept a summer assignment but do not complete the assignment will not have priority for selection for the next year.

#### 10.6.4 Compensation:

Employees assigned to the same job classification will receive their regular rate of pay. Employees assigned to a different job classification will be compensated at the Step 1 rate for that job classification. As an exception, an employee who was previously assigned to a different job classification who previously worked in that job classification will be paid at the same Step by which the employee was compensated when last assigned to that job classification. In no case shall an employee be paid less than their regular rate of pay.

#### 10.6.5 Special Grievance Provision

Any employee who wishes to seek back pay due to a claimed violation of the Summer School selection and assignment rules of this Section must file a formal grievance under Article 19 within five (5) days of the written notice of assignment or non-assignment, or within five (5) days of the first day of Summer School, whichever is earlier. Any other alleged violations of this Article may be processed using the normal time-line of Article 19.

### **10.7 Work Schedule Changes**

A change in work schedule is defined as a modification of a unit employee's start and stop time, or work week assignment, without a change in number of daily assigned hours. Should there be a scheduled change, the immediate supervisor shall first hold a meeting to discuss any impacts or potential hardships resulting from such change.

10.7.1 The work schedule may be changed under the following circumstances:

- a. when mutually agreed to by the employee and the employee's supervisor;  
or
- b. in an emergency; ("Emergency" means any situation affecting the instructional program and/or the administration of the School which could

- not be reasonably anticipated or could constitute a threat to the safety of students or anyone on the campus); or
- c. when the employee is given a minimum of fourteen (14) calendar days' notice prior to the effective date of a change in work schedule.

10.7.2 The employee's immediate supervisor shall, if so requested, discuss any problems affecting the implementation of work schedule changes with the employee.

## **10.8 Accountability for Individual Bargaining Unit Member Quality:**

In order to ensure that employees are focused on their central mission of performing satisfactorily in the area of teaching methods, instruction and delivery of other services, employees who receive a Suspension, two (2) letters of reprimand, or an overall Unsatisfactory evaluation in the preceding twenty-four (24) months shall not be entitled to overtime, extra work assignments, summer assignment, or any other service involving extra-pay for extra work. In its sole discretion, ECRA may allow the employee to work the additional assignment.

## **10.9 Attendance**

Both ECRA and the Union recognize that all employees need to be at work on time. Employees are required to use the timeclock closest to their work stations and are expected to proceed directly to their stations after clocking in at the beginning of their work shifts and the end of their meal breaks. Similarly, employees are expected to clock out promptly at the end of their work shifts and at the beginning of their meal breaks.

**ARTICLE 11**

**VACATIONS AND HOLIDAYS**

**11.1 Vacation**

11.1.1 Employees working at least thirty (30) hours per week shall annually earn vacation as follows:

<b>Years</b>	<b>12-Month</b>	<b>Other Employees</b>
• 0-4	10 days/year	0.038462/hour worked
• 5-15	15 days/year	0.057692/hour worked
• 16	16 days/year	0.061539/hour worked
• 17	17 days/year	0.065385/hour worked
• 18	18 days/year	0.069231/hour worked
• 19	19 days/year	0.073008/hour worked
• 20 and beyond	20 days/year	0.076923/hour worked

- a. “Years” for the purpose of the above accrual shall be understood to mean all consecutive years served at ECRA without a break in service. In addition, prior service with LAUSD will be included only if the employee transitioned directly from service with LAUSD at El Camino on June 30, 2011 to employment with ECRA as an independent charter school without a break in service.
- b. In order to get credit for a “year,” the employee must have worked for at least 75% of the total workdays for his or her assigned basis for that school year. Time on leave, whether paid or unpaid, is not considered for purposes of meeting the 75% requirement.

11.1.2 Vacation begins to accrue at the commencement of employment and accrues on a pay period basis.

- a. The vacation accrual rate shall work as illustrated in the following example: An employee who completes the fourth (4<sup>th</sup>) year of service by July 1 of the school year moves to the next vacation accrual rate.
- b. Employees may use vacation on “Unassigned Days” (non-holiday days in which the School is closed and during which employees do not receive compensation).
- c. With the exception of unassigned days, as provided above, vacation may not be taken during the first six (6) months of employment. This requirement may be waived by the Executive Director upon recommendation of the supervisor due to compelling reasons.

11.1.3 Vacation shall accrue up to a cap of one-and-one-half times (1.5 x) the employee’s annual accrual rate. Once the cap is reached, the unit member shall not accrue any further vacation leave until some vacation leave is used. Vacation may not be taken

before it is accrued. Any vacation time taken during the school year or otherwise should be coordinated and cleared by the unit member's supervisor subject to scheduling and seniority. No request for vacation shall be unreasonably denied, but, absent compelling circumstances, vacations may not be permitted during peak times based on the needs of the position. Unit members shall be paid for any accrued/unused vacation upon separation from employment.

## **11.2 Holidays**

11.2.1 All unit members are entitled to the following twelve (12) paid holidays (paid according to their FTE, or the wage they would have earned during their regular shift) observed by ECRA provided the holiday falls on a regular work day within their basis, and provided further that the employee is in paid status during the work day immediately preceding and the work day immediately succeeding the holiday:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Two (2) other holidays at the discretion of ECRA.

11.2.2 No holiday pay will be paid to an employee who is on an unpaid status, on any leave of absence, or absent due to workers' compensation.

11.2.3 If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

11.2.4 ECRA reserves the right to designate other days or parts of days as holidays with pay.

11.2.5 All employees required to work on an observed or actual holiday will be paid double time. The actual hours (midnight to 11:59 pm) of those days will be paid at this rate.

## ARTICLE 12

### LEAVES OF ABSENCE

#### 12.1 General Provisions

##### 12.1.1 Purpose:

A leave is an authorized absence from a job classification granted to an employee for a specified purpose and period of time, with a right to return to active service unless the employee's service would otherwise have been terminated.

##### 12.1.2 Leave Rights:

- a. Paid Leaves: Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, sick time and vacation accruals, and retirement credit in the same amounts as if they were not on leave. Employees whose work schedules consist of varying hours per day or days per week shall be entitled to compensation at a rate equal to the amount earned for an average work day within the current pay period
- b. Unpaid Leaves: Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense through COBRA. As an exception, employees on certain statutory leaves are eligible for ECRA-paid benefits provided they are otherwise eligible for such benefits pursuant to applicable law.
- c. Return Rights to Same or Comparable Positions: Consistent with applicable law, a unit member returning from a leave shall be entitled to a same or comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment, to the extent such position is available. In the event ECRA ever becomes the employer for any future charter schools located elsewhere or expands to other sites, returning employees may be transferred if such a transfer would have been made had the employee been on duty.

##### 12.1.3 Restrictions:

An unpaid leave of absence may not be converted to a paid leave of absence. As an exception, an unpaid leave due to industrial injury may be converted to workers compensation.

Upon return from a paid leave, the employee must submit the Absence Form (or its equivalent) within twenty-four (24) hours of return. Failure to submit the Absence Form will result in a written and/or electronic reminder. Failure to submit the form



within twenty-four (24) hours of the reminder, will result in the leave being designated as “unpaid,” and the employee will not be compensated for the date(s) in question.

## **12.2 Sick Leave**

12.2.1 Full-time employees accrue sick leave at the rate of 0.05 hours per hour worked. For employees who work 260 days per year, this would equal approximately thirteen (13) days per year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee’s start date. Sick leave must be taken by eligible employees in minimum increments of one (1) hour. No employee will receive pay in lieu of sick leave under any circumstances. In the event that a holiday occurs during an employee's sick leave, that day will be paid as holiday time off instead of sick leave.

12.2.2 A unit member can use accrued paid sick leave for the diagnosis, care, or treatment of an existing health condition or preventive care (including annual physicals or flu shots) for themselves or a family member. A family member is a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the unit member stands in loco parentis), parent (biological, adoptive or foster parent, stepparent, or legal guardian of a unit member or the unit member’s spouse or registered domestic partner (as recognized by the State of California), or person who stood in loco parentis when the unit member was a minor child), grandparent, grandchild or sibling. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

12.2.3 Unused sick leave shall carry over from year to year.

12.2.4 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Unit members will not be paid for unused sick time upon separation from employment. Upon retirement, the unit member’s accrued sick leave, if any, may be applied towards service credit in accordance with the Public Employees’ Retirement System (“PERS”) regulations.

12.2.5 For absences of three (3) consecutive workdays or more ECRA may require reasonable documentation of the employee’s illness and/or medical certification of his or her fitness to return to work.

12.2.6 Employees may request paid sick days either in writing or verbally. Upon proper notice and request, ECRA may approve employee requests for unpaid sick leave.

### **12.2.7 Additional half-pay sick leave**

a. In addition to the annual accrual of sick leave, as provided above, employees will be entitled to additional sick leave at half-pay in order to be

eligible for up to a maximum of one hundred (100) sick days including the total allotment of full illness days for the year.

b. Examples:

(1) Sarah is a full-time employee who works twelve (12) months a year. She receives thirteen (13) sick days per year, but must be absent from work for one hundred ten (110) days during the year due to an unforeseen illness. Per the School's sick leave policy, Sarah will receive full payment for the first thirteen (13) days, fifty (50%) of total payment for the next eighty-seven (87) days, and no payment for the remaining ten (10) days of her absence.

(2) Tommy's situation is similar to Sarah's but he has accrued a total of forty-five (45) sick days. Tommy will receive full payment for the first forty-five (45) days, then fifty (50%) of total payment for the next fifty-five (55) days, and then no payment for the remaining ten (10) days of his absence.

c. Full-pay sick leave benefits must be used before available half-pay benefits may be used.

### 12.3 Personal Necessity Leave

12.3.1 Subject to the limits set forth below, an employee shall be granted a paid personal necessity leave ("PNL") when the gravity of the situations described below require the personal attention of the employee during assigned hours of service:

- a. Death of a close friend or relative not included in the definition of immediate family (as used in this section, the term "immediate family" shall be as defined in Section 12.9 of this Article);
- b. Death of a member of the employee's immediate family, when time in excess of that provided in Section 12.9 of this Article is required;
- c. Serious illness of a member of the employee's immediate family;
- d. Accident involving the employee's person or property or the person or property of a member of the employee's immediate family;
- e. Birth of a child of the employee, or adoption of a child by the employee (includes child of cohabitant who is the equivalent of a spouse);
- f. Religious holiday of the employee's faith;

- g. Imminent danger to the home of the employee occasioned by a disaster such as flood, fire, or earthquake;
- h. An appearance of the employee in court as a litigant. Each day of necessary attendance as a litigant must be certified by the clerk of the court. The employee must return to work in cases where it is not necessary to be absent the entire day.
- i. An appearance of the employee in court or governmental agency as a non-litigant witness under subpoena for which salary is not allowed under the applicable Section of this Agreement:
  - (1) Each day of necessary attendance as a witness must be certified by an authorized officer of the court or other governmental jurisdiction;
  - (2) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the School; and
  - (3) The employee must return to work in cases where it is not necessary to be absent the entire day;
- j. Conference or convention attendance pursuant to this Article;
- k. Attendance at the classroom of the employee's own child or ward and meeting with the school administrator because of suspension as required by Section 48900.1 of the Education Code;
- l. Up to four (4) hours of paid personal necessity leave and up to thirty- six (36) additional hours of unpaid leave not to exceed a total of eight (8) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the immediate administrator at least five (5) working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave and the employee must provide written verification from the school visited, upon request of the administrator or designee.

12.3.2 The following limits and conditions are placed upon allowing a personal necessity absence:

- a. Except as otherwise noted in this Article, the total number of days allowed in one school year for personal necessity absence shall not exceed six (6) days per school year.

- b. The days allowed shall be deducted from and may not exceed the number of days of accrued full-pay illness leave to which the employee is entitled.
- c. The personal necessity leave shall not be granted during a strike, demonstration or any work stoppage.
- d. The employee shall be required to verify the nature of such necessity. Such statement shall be filed with the appropriate administrator no less than five working days in advance of a religious holiday, court appearance or school visitation. The immediate administrator shall take whatever steps reasonably necessary to become satisfied that a personal necessity within the limits of this section did exist.

12.3.3 If it is necessary to request PNL, the employee must notify his or her supervisor at the earliest possible opportunity. PNL, however, will not be granted during a vacation or other leave of absence, nor will it be granted during a strike, demonstration, or other such work stoppage. Employees will be required to sign and file a statement explaining the nature of the necessity before it is approved; in those instances where the need for PNL was unexpected, the employee must submit a written statement as soon as possible after the need arises. ECRA reserves the right to approve or deny a request for PNL should it interfere with or negatively impact its operations.

#### **12.4 Bereavement Leave**

12.4.1 Eligible employees are entitled to a paid leave/absence from the School, not to exceed three (3) days, on account of the death of a member of the employee's immediate family if proof of death and relationship is provided and the leave/absence commences within ten (10) calendar days of the death. If more than one such death occurs simultaneously, the leaves may be taken consecutively. In addition, if out of state travel is required and requested, an additional two (2) days of paid leave shall be granted. Bereavement leave will be paid at an employee's base pay rate multiplied by the number of hours that the employee would have worked if not absent. An employee may, with his or her supervisor's approval, use any available vacation or PNL for additional time off as necessary.

12.4.2 For purposes of this Section, "immediate family" includes the following relatives of the unit member:

- a. Spouse, or for purposes of this Leaves Article only, a cohabitant who is the equivalent of a spouse,
- b. Parent (includes in-law, step and foster parent, and parent of cohabitant who is the equivalent of a spouse),

- c. Grandparent (includes in-law, step, and a grandparent of cohabitant who is the equivalent of a spouse),
- d. Child (includes son/daughter-in-law, step and foster child, and child of cohabitant who is the equivalent of a spouse),
- e. Grandchild (includes grandchild of spouse, step grandchildren, and grandchildren of cohabitant who is the equivalent of a spouse),
- f. Brother,
- g. Sister, or
- h. Any relative living in the employee's immediate household.

## **12.5 Industrial Accident Leave (Workers Compensation)**

- 12.5.1 Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier.
- 12.5.2 A unit member claiming an industrial accident or illness leave must complete a written report on a form to be provided by Human Resources.
- 12.5.3 The employee may be subject to examination by a physician designated by the Board's insurance carrier to assist in determining the qualification and the length of time during which the facilitator will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.
- 12.5.4 The employee may use a physician of his/her choice for treatment of an occupational illness or injury if such employee has submitted to ECRA a signed form as contained in Appendix E.
- 12.5.5 Upon exhaustion of workers' compensation benefits, the employee shall be permitted to utilize accrued illness benefits or vacation benefits, if any. If the employee continues to receive temporary disability indemnity, the employee shall be paid for any illness and vacation benefits which, when added to the temporary disability indemnity, will result in payment of not more than full normal salary.
- 12.5.6 An employee absent under this section shall remain within the State of California unless the School authorizes the travel outside the State.

## **12.6 Judicial Leave**

- 12.6.1 Witness Leave: Unit members shall be granted leave, without loss of pay, to appear

in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies.

12.6.2 Jury Duty: The mutual intention of ECRA and AFSCME is that jury duty be encouraged, but also limited, as far as practical, to periods of time when the continuity of instruction and ECRA services will not be adversely affected.

- a. An employee summoned to jury service in federal or state court shall notify the immediate supervisor of such summons.
- b. All bases except A-basis (12-month employees): As a condition for paid absence, the employee shall seek postponement of the jury service so that it can be performed on the employee's recess or off-basis (non-work) period.
  - (1) Involuntary jury service commenced during the employee's recess or off-basis period which inadvertently extends into the employees' assigned or on-basis period shall qualify as paid absence for up to twenty (20) working days of pay reimbursement from the start of the assignment or basis.
  - (2) The twenty (20) day limit shall be subject only to such exceptions which may be agreed upon by ECRA and AFSCME.
- c. A-basis: As a condition for paid absence, employees assigned on A-basis shall seek postponement to a date mutually agreed upon with their supervisor if the summoned date is disruptive to the continuity of instruction or ECRA operations.
  - (1) As a further condition for paid absence, the employee shall request that the days of jury service be restricted to ten (10) consecutive days, whenever possible.
  - (2) After request is made for service limited to ten (10) consecutive days and, if denied, a paid absence shall be granted for up to twenty (20) working days subject to exceptions as may be determined by ECRA.
- d. As for federal jury service, if the court denies the request for postponement, paid absence shall be granted for the term of the service.
- e. In all cases, ECRA may require reasonable proof, such as notice of summons or subpoena.
- f. All jury fees received while on ECRA-paid status shall be remitted to the Business Office.

12.6.3 Reasonable Proof: ECRA may require reasonable proof, such as notice of summons or subpoena, for any absence under this Section.

12.6.4 Compensation: Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the school site so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

## **12.7 Maternity (Paid/Unpaid)**

### 12.7.1 Paid Disability Absence:

For that period of time during which the employee (including temporary employees) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her illness leave under this Article. If the employee does not have an illness leave balance, she shall be permitted an unpaid leave under Section 12.9.1.

### 12.7.2 Physician Certifications:

A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the School her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. ECRA forms for such certifications, and application forms, shall be available in the main office.

## **12.8 Leaves Without Pay**

The applications for and granting of such leaves of absence shall be in writing to Human Resources. Applications shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization. Employees returning from leaves without pay may be subject to reassignment or transfer pursuant to the instructional, programmatic, and operational needs of the School.

Unit members on leaves without pay shall be permitted to continue participating in School's insurance programs by making premium payments directly to the School. In addition, a unit member on such leave shall notify Human Resources by March 1st of the school year as to intent to return to employment in the school. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

### 12.8.1 Pregnancy Disability, Family/Medical, and California Family Rights Act Leaves:

ECRA shall provide Pregnancy Disability Leave, Family and Medical Leave Act leave and California Family Rights Act leave to unit members consistent with applicable state and federal law and regulations.

#### 12.8.2 Military and Military Spousal Leave of Absence:

ECRA shall grant a military leave of absence to any unit member who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”).

#### 12.8.3 Unpaid Leave of Absence:

Upon recommendation of the Executive Director and approval by the ECRA Board, an unpaid leave of absence may be granted to a post-probationary employee for a period not to exceed one (1) school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the ECRA Board.

### **12.9 Other Leaves**

Other leaves may be available as required by law or set forth in the Employee Handbook including, but not limited to, Voting Leave, School Appearance and Activities Leave, Bone Marrow and Organ Donor Leave, and Victims of Abuse Leave. Details regarding these and other leaves set forth above can be found in the current Employee Handbook. The parties recognize that leave policies are material terms and conditions of employment which cannot be changed without mutual agreement unless otherwise required by law.



## ARTICLE 13

### TRANSFERS AND VACANCIES

#### 13.1 Transfers

13.1.1 A transfer is the relocation of an employee from one work site to another work site.

13.1.2 There are current plans to expand ECRA to other sites, therefore the parties agree that when such expansion does occur, upon a written demand to bargain from either AFSCME or ECRA, the parties will begin negotiations on the subject of transfers. Otherwise openings at new sites will be treated as vacancies and shall be filled as outlined below in Section 13.2 so as to afford current employees the chance to transfer. As an exception, however, when an entire program is being moved to another site (e.g., North Campus), the positions will not be considered as a vacancy.

#### 13.2 Vacancies

13.2.1 A vacancy is an existing regular position vacated by an employee or a newly established regular position to be filled by an employee.

13.2.2 A notice of vacancy shall be posted on EdJoin or similar on-line applicant tracking system, and an email notice will be sent to all unit members when a classified vacancy is to be filled. A vacancy notice shall include classification title, salary for the classification, a brief description of the typical tasks of the classification, the minimum qualifications required for the classification, the work schedule(s) for which candidates are sought, the posting date, and the final date for filing applications. The vacancy notice shall be posted for at least five (5) working days.

13.2.3 The parties agree that it is often in their mutual interest to promote from within, when possible. The parties also agree that giving employees the freedom to move laterally within the organization can often have positive effects for both the employee and ECRA. ECRA will give preferential consideration to applications received from employees it deems qualified to move laterally or promote within the bargaining unit before offering vacant positions to those applicants from outside the organization but reserves the right to make the final determination on assignments and promotions to bargaining unit positions. Upon request, ECRA shall provide written reason as to why the applicant is not offered the vacant position.

13.2.4 ECRA reserves the right to determine and/or assign the office or work station of each unit member; accordingly, this matter is not included in the requirements of this Section.

## ARTICLE 14

### SAFETY CONDITIONS

- 14.1** The Union shall select one (1) member from AFSCME to be included in the ECRA Safety Committee. The meeting schedule and agenda of the committee shall be determined by the committee.
- 14.2** The Union agrees that employees shall comply with all reasonable safety rules and regulations when they are made known. Further, the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to his/her immediate Supervisor. ECRA shall provide and make available appropriate safety equipment and gear. Unless otherwise expressly part of the employee's job description, employees shall not be directed to enter, occupy, or work in any School building or area that has been designated as "unsafe for entry or occupancy" by either the appropriately designated school authority or an authorized governmental safety authority.
- 14.3** The Union will encourage employees to maintain safe working conditions, to complete all mandated trainings, and to improve the cleanliness of all departments, machinery, equipment, and facilities used by the employees so that the safety of all workers may be assured.
- 14.4** Employees shall not be required to perform duties under conditions which pose an immediate threat to the safety of the employee. In exercising the foregoing right, employees shall not neglect the responsibility to provide for the safety of students.
- 14.5** Employees shall promptly report cases of attack or assault suffered by them in the performance of their duties to their immediate supervisor who shall promptly report the same to the appropriate law authorities. In a dangerous situation, the employee may directly notify appropriate law enforcement authorities.
- 14.6** ECRA shall provide to any employee who suffers bodily harm by an individual or group while carrying out his/her assigned duties, reasonable cooperation in the identification of any alleged assailant(s) and/or witnesses and in securing any physical evidence.

**ARTICLE 15**

**EMERGENCY CLOSURE/EMERGENCY RELEASE**

In the event of a school closure due to fire, any ECRA staff required to come to work to replace air filters or otherwise make the campus safer prior to reopening, shall be compensated at a rate of one and one-half times their regular rate of pay.

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## ARTICLE 16

### UNIFORMS, EQUIPMENT AND PROPERTY LOSS

- 16.1** If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems and cards for employee shall be borne by the School. Such items provided by the School shall be returned to the School upon separation from the service or termination of the assignment. Further, if uniforms are provided through the issuance of coupons/vouchers or the like, the employee shall return any unused coupons/vouchers. Employees issued uniforms will be expected to keep them clean and in good repair, and wear them while on duty
- 16.2** Each safety officer will be issued two (2) new uniform shirts, one (1) windbreaker, one (1) pair of pants, and one (1) optional pair of shorts at the start of employment, or upon change of uniform by ECRA. Each will be provided with an additional two (2) shirts at the beginning of each school year upon request.
- 16.3** Employees will be issued their own set of required items (such as keys) consistent with the requirements of their job classifications, that must be returned at the end of each school year (for employees working fewer than twelve (12) months per year) and at the end of employment. ECRA agrees to replace those items as needed. An employee who loses school keys or key cards issued to him/her will be charged an appropriate replacement fee, including associated costs (such as rekeying all affected locks), before a new one is provided.
- 16.4** Employees shall be reimbursed for lost, damaged, destroyed, stolen, or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall ECRA reimbursement exceed \$1000, except that ECRA may, upon application and in its sole discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.
- 16.4.1 ECRA shall pay the cost of replacing or repairing:
- a. An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches, or clothing) damaged or stolen in the course of duty without fault of the employee; or
  - b. The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used at ECRA, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or

- c. The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other ECRA premises, or the site of authorized ECRA activities; or
- d. The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

16.4.2 Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.

16.4.3 No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.

16.4.4 Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.

16.4.5 A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Executive Director or designee within 60 calendar days of the loss.

16.4.6 In the event the employee receives payment from ECRA pursuant to this section, ECRA shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.

16.4.7 If the Executive Director or designee denies a claim, an employee may file a grievance pursuant to Article 19.

## ARTICLE 17

### LAYOFFS AND REEMPLOYMENT

#### 17.1 Layoff

17.1.1 This section shall not be interpreted in a manner which is inconsistent with the rights of unit members as enumerated in Article 18 [Employment Status].

17.1.2 Layoffs may occur due to lack of work and/or lack of funds.

17.1.3 Notice of layoffs will be given forty-five (45) calendar days prior to the effective date of the layoff.

17.1.4 The order of layoff shall be based on seniority within the job classification. An employee who has been employed the shortest time in the job class shall be laid off first. For purposes of this Article Seniority shall be limited to the date of hire in the affected job classification.

17.1.5 If two (2) or more employees subject to layoff have equal job class seniority, the following criteria will be used as a tiebreaker:

- Qualifications of the unit member,
- Expertise within the job classification,
- Relevant knowledge (i.e. relevant training/certifications, etc.),
- Performance evaluations.

#### 17.2 Reemployment

17.2.1 Employees may be reemployed to a position within the same job classification and for which they are qualified in reverse order of layoff when a vacancy occurs for up to one (1) year from the day of layoff. In the event an employee on the reemployment list refuses an employment offer, he/she will be removed from the list.

17.2.2 Each employee on the reemployment list shall be required to provide ECRA in writing with a current mailing address and email address to which a letter of reemployment may be sent.

17.2.3 If a reemployment opportunity exists, ECRA shall mail such a letter to the employee, certified mail, return receipt requested and by email.

17.2.4 An employee offered a reemployment opportunity must notify ECRA in writing of his/her decision within eight (8) calendar days of mailing/transmission of ECRA's offer.

### **17.3 Grievance Procedure**

17.3.1 ECRA's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement. Probationary unit members and other employees who are at-will may not grieve an alleged violation under this Article.

17.3.2 Any grievance filed under this Article will bypass Level One and proceed directly to Level Two (Section 19.5). If the grievance proceeds to Arbitration, (as an exception to Section 19.8.5), the hearing shall be scheduled within thirty (30) days from the selection of the Arbitrator, unless the parties mutually agree to a longer period of time.

17.3.3 In the event that ECRA makes an error with respect to the procedures and criteria noted above, the sole remedy will be to restore employment to the affected employee and the time prior to restoration will not be considered a break in service.

## ARTICLE 18

### PERSONNEL FILES, EMPLOYMENT STATUS, AND DISCIPLINE

#### 18.1 Personnel Files

18.1.1 Materials in personnel files shall be made available promptly for inspection by the employee (or the employee's AFSCME representative if authorized in writing by the employee) upon written request, at a time mutually convenient to the employee and the administrator(s) or confidential employee(s) charged with maintaining the file. Such inspection may occur during the employee's regular working hours, if convenient to the administrator or confidential employee. Upon written request, a physical copy of the personnel file will be provided up to one (1) time per year in a timely manner.

18.1.2 Evaluations and/or information of a derogatory or corrective nature shall not be placed in an employee's personnel file until the employee is supplied with a copy. Employees will have a reasonable opportunity to respond in writing to the material and have such response attached for inclusion in the file.

18.1.3 An employee may be accompanied by his/her AFSCME representative at such time he/she is given an opportunity to review the material in his/her file.

#### 18.2 Employment Status

18.2.1 Probationary Period: The probationary period for classified employees at ECRA shall be one (1) complete year of service. During this probationary term, the unit member may be released from employment without cause. This means either party may terminate employment at any time during the probationary period. The Executive Director may offer an employee a second year of probationary status in lieu of release/non-reelection if, and only if the employee was evaluated, received at least three (3) "needs improvement" and/or "unsatisfactory" marks (or any combination thereof), and was issued a Final Evaluation Report in accordance with Article 7 during his/her second year of consecutive service. A complete year of probationary service is defined as active, full-time service for at least seventy-five percent (75%) of the employee's assigned work days (pursuant to his/her basis) in each year.

During the second year of probation, the school shall provide a comprehensive Performance Improvement Plan (PIP), with progress assessments on a bi-monthly basis. As an exception, for an employee who is given a second year of probation due solely to attendance and/or punctuality issues, ECRA shall not be required to issue the progress assessments.



18.2.2 Post-Probationary Status:- Should a unit member be offered an employment contract after one (1) complete school year of service (or two (2) if probation is extended), the contract shall be a fixed-term annual contract (in the form of a Confirmation of Employment). The employee shall no longer be at-will and will instead be employed under the “for cause” status outlined in this Agreement. Thereafter, the following shall apply:

- a. If the employee receives a final annual evaluation rating of “Meets Standards” or better (or no final evaluation at all), he/she shall be renewed automatically for another year of employment;
- b. If the employee receives an evaluation rating of “Needs Improvement,” he/she will be renewed automatically for an additional year of employment but (at the School’s discretion) may be placed on an Improvement Plan for the following year, which may require the employee to meet specified performance standards in order to continue employment beyond that following year;
- c. If the employee receives an evaluation of “Unsatisfactory,” after having been placed on an Improvement Plan that did not result in the correction of specified performance deficiencies, the employee may be offered further employment pursuant to another Improvement Plan or may be non-renewed at the School’s discretion;
- d. If the employee receives an evaluation of “Unsatisfactory” without having been placed on an Improvement Plan to address the performance deficiencies, the employee will be placed on an Improvement Plan for the following year that may require the employee to meet specified performance standards in order to continue employment beyond that following year.
- e. Notice of non-renewal of an employee with Post-Probationary status must be issued prior to the final workday for that employee.
- f. A Post-Probationary employee may grieve a decision to non-renew based on an alleged violation of the procedures of this sub-section (18.2.2) or as part of a grievance alleging a violation of Article 7 with respect to the subject evaluation.

18.2.3 Charter revocation: –Charter revocation or nonrenewal shall terminate any and all employment rights consistent with the effective date of revocation or nonrenewal of the charter.

### **18.3 Pre-disciplinary Matters**

18.3.1 Pre-disciplinary actions such as warnings, conference memos and reprimands are

not subject to the grievance procedures except when such documents are used as part of a formal disciplinary action (suspension or dismissal), or overall Unsatisfactory evaluation. In the event of a later formal disciplinary action, the document if challenged should not be deemed valid or established unless and until so proven under the normal “for cause” standard in a subsequent arbitration.

18.3.2 Employees shall be permitted to “live down” or “work off” a pre-disciplinary document by the passage of a period of four (4) years without recurrence of the same or similar conduct (unless a shorter period is agreed to by the parties). After achieving that passage of time, if the document is retained by the administrator (as may be required by law), it should be kept in a separate “expired” file and not become a basis, in whole or part, for a subsequent formal disciplinary action.

## **18.4 For Cause Discipline**

### **18.4.1 General:-**

In addition to its right to release probationary unit members as outlined above, ECRA may also suspend without pay or terminate a unit member only for cause at any time. The following independently or collectively are causes for discipline:

- Unsatisfactory performance as determined by this Agreement’s evaluation procedures;
- Dishonesty or fraud, including any falsifying of time sheets, employment records, employment information, or other School records;
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Fighting or instigating a fight on School premises;
- Improper or unauthorized use/removal of School property or funds;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession or use of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription (note: this exception does not apply to marijuana));
- Conviction of any felony or crime of moral turpitude, or which otherwise disqualifies the employee from employment at schools;
- Insubordination, including but not limited to failure or refusal to obey the reasonable orders or instructions of a supervisor or member of management;
- Absence without authorized leave or abuse of leave privileges;
- Excessive absenteeism or tardiness;
- Unprofessional conduct including, but not limited to use of profane, abusive or threatening language toward another or violation of staff/student professional boundaries;
- Violating any safety, health, security or School policy, rule, or procedure or engaging in any conduct which risks injury to the employee or others;

- Committing of or involvement in any material act of unlawful discrimination or harassment of another individual;
- Failure to maintain appropriate certificate/license(s) required for the position;
- Release of confidential information without authorization;
- Abandonment of position; and
- Habitual disrespectful treatment of the public, students or other staff members.

#### 18.4.2 Progressive Discipline:

ECRA shall utilize progressive discipline for post-probationary unit members. However, nothing in this provision shall prohibit the School from dismissing from employment or suspending without pay a post-probationary unit member on the first offense when the offense is serious enough to so warrant.

#### 18.4.3 For Cause Discipline or Dismissal Process:

- a) When an administrator or supervisor has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting, before the meeting takes place, and that it is the employee's right to be accompanied and represented by an AFSCME representative or by any other person so long as that person is not a representative of another employee organization. Similarly, if an employee has a reasonable belief during the course of a conference that the conference may lead to a disciplinary action, the employee may stop the conference for up to 24 hours in order to secure representation. Non-availability of the representative for more than a reasonable time shall not delay the conference. However, this right shall not extend to routine conferences or to any conferences conducted under the evaluation procedures of this Article except for a final conference involving an overall "Unsatisfactory" rating.
- b) Prior to the imposition of a suspension or termination, the administrator or supervisor shall notify the employee (1) that such action is about to be taken; (2) that a meeting will be held to discuss the matter; and (3) that the employee may be accompanied by an AFSCME representative or a person of the employee's choice, as long as that person is not a representative of another employee organization. Non-availability of the employee or representative for more than a reasonable time shall not delay the disciplinary action. At the close of or subsequent to the above meeting, the administrator shall announce the discipline to be imposed and immediately confirm the discipline to be imposed in writing on the appropriate ECRA form. The above meeting may, in emergency situations requiring immediate suspension, be held as soon as possible after the suspension has begun.

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- c) If the unit member wishes to appeal the imposition of a suspension or dismissal through the grievance process of Article 19, the appeal must be filed directly with the Executive Director within five (5) work days from the time the Notice of such suspension or dismissal is served on the unit member. The grievance will bypass Level 1 and begin with Level 2.
  - d) The parties recognize that the School reserves the right to place the unit member on paid administrative leave status, and that such placement is not considered disciplinary.

#### 18.4.5 Reference to or Reliance upon the Education Code

The parties expressly agree that the Education Code provisions for classified discipline (suspension or dismissal) and interpreting case law do not apply to ECRA.

## ARTICLE 19

### GRIEVANCE PROCEDURES

#### 19.1 Definitions

- 19.1.1 A “grievance” is a claim by the unit member, unit members or the Union that a specific provision of this Agreement has been violated or misapplied with respect to that unit member, or members, such that it resulted in an adverse consequence to the unit member(s). (This includes wage and hour matters.) All other claims, such as violations of statute, individual employment agreements (in accordance with Article 18), charters, board policies, personnel policies or employee handbooks, shall be outside the terms of this grievance procedure. Failure by a grievant to follow the timelines or requirements in any step of this Article shall render the grievance withdrawn and shall be construed as a waiver of the party’s rights under this procedure.
- 19.1.2 A “grievant” is an employee in the bargaining unit covered by the terms of this Agreement who alleges a grievance. The Union may be the grievant on any issue that involves a number of affected employees.
- 19.1.3 A “day” for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, school closures, and legal (or school) holidays.
- 19.1.4 The “immediate supervisor” is the supervisor (management employee) responsible for directly supervising the grievant, who has been designated to adjust grievances and who has authority to adjust grievances.
- 19.1.5 A “representative” is a unit employee (steward) or union representative (staff), who is not a party to the grievance, chosen by the grievant to advise or represent the grievant.

#### 19.2 General

- 19.2.1 If the same grievance or essentially the same grievance is filed by more than one employee, then one employee may process the grievance under this Article on behalf of the other involved grievants. The final determination of that grievance shall apply to the other pending grievances.
- 19.2.2 The filing or pendency of a grievance shall not delay or interfere with implementation of any School action during the processing thereof unless the parties agree to the contrary.

19.2.3 Processing and discussing the merits of a grievance shall not be considered a waiver by the School of the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits.

19.2.4 Representation of Rights in the Grievance Procedure:

If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the School shall designate a representative to assume this responsibility. The grievant must be present at each level of the grievance procedures unless excused by the School.

- a. At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a Union representative. A grievant shall also be entitled to represent him or herself. By mutual agreement, other persons such as witnesses to the facts upon which the grievance is based may also attend grievance meetings.
- b. When a grievant is not represented by the Union, ECRA shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance, been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure.

19.2.5 Released Time for Employees:

Grievance meetings and hearings will be scheduled by ECRA at mutually convenient times and places during the employee work hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during work hours, reasonable employee released time without loss of salary will be provided to the grievant, Shop Steward (if serving as the employee's representative), and to any witness who attends by mutual agreement.

19.2.6 Confidentiality:

From the time a grievance is filed until it is finally resolved, neither the Union, the School, nor the grievant shall publicly disclose or discuss the grievance or evidence regarding the grievance (e.g., specific facts, positions of the parties, merits, etc.) This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing or internal communication by the Union or the School for the purpose of evaluating, pursuing or resolving grievances. Moreover, nothing in this provision shall prohibit the internal disclosure by either

the School or the Union of the general fact that a grievance has been filed regarding a particular contractual dispute and that the parties are utilizing the grievance process in an attempt to resolve that dispute.

#### 19.2.7 Effect of Time Limits:

If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn (and the resolution as of the most recent response will be implemented). If ECRA fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the Level in question, and the grievant may proceed to the next Level. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

### 19.3 **Informal Discussion**

Before filing a formal written grievance under Level One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor or responsible administrator and discussing the grievance with him or her. The written grievance must be filed within the time limits required under Level One, whether or not the grievant is able to utilize these informal efforts.

### 19.4 **Level One**

19.4.1 If the grievance is not resolved informally, a unit member having a grievance shall present the grievance in writing to his or her site administrator or immediate supervisor and Human Resources within fifteen (15) work days of the event or condition giving rise to the grievance.

19.4.2 The grievance shall clearly state all of the following: (a) the specific provisions of the Agreement alleged to have been violated, (b) the specific facts of the alleged violation, and to the extent known dates, and names of witnesses, (c) the adverse consequence resulting to the unit member, or union and (d) the remedy requested by the grievant. The site administrator or immediate supervisor shall meet with the unit member and shall provide a written response within seven (7) working days of the meeting.

19.4.3 If a grievance does not relate to the immediate administrator and the remedy requested is not within the authority of the immediate administrator, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.

### 19.5 **Level Two**

If the unit member is not satisfied with the response at Level 1, he/she shall, within five (5) work days of the receipt of the written response at Step 1, notify the Executive Director

and Human Resources that a grievance has been denied or unresolved by the administrator or immediate supervisor. The Step 2 grievance shall specifically state any portions of the Level 1 response disputed by the grievant. If not resolved, the Executive Director or designee will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. The Executive Director or designee shall provide a written response within seven (7) work days of the meeting.

### **19.6 Level Three – Mediation (Optional)**

If the grievant is not satisfied with the disposition of the grievance, she/he may, within five (5) working days after receiving the decision of the Executive Director or designee and Human Resources, petition that a meeting with a mediator from the State Mediation and Conciliation Service be held as soon as reasonably possible for all parties of interest. ECRA shall have five (5) working days to decide if it is agreement with proceeding to mediation. Such mediation will only be held if so requested by the grievant and both parties (the Union/grievant and ECRA Executive Director/Human Resources) agree to try resolving the issue through mediation. Under no circumstance will the grievant/Union be forced to go to mediation instead of going to Arbitration. The mediation step may be terminated by either party at any time.

### **19.7 Request for Arbitration**

If the Union is not satisfied with the decision at Level 3 (or Level 2 if mediation is not held), the Union, with the concurrence of the grievant, may submit the matter to the Executive Director and Human Resources for an Arbitrator. This request must be made within five (5) work days after the termination of Level 2 or 3.

### **19.8 Arbitration**

19.8.1 Within fifteen (15) days from the date the request for an Arbitrator is received by the Executive Director, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an Arbitrator. The Arbitrator may be jointly agreed upon by the parties or shall be selected from a permanent list of arbitrators that may be revised at any time by mutual agreement. If the parties have not agreed to a permanent list of arbitrators, the parties shall request that the State Mediation and Conciliation Service (SMCS) supply a panel of at least five (5) names of persons experienced in hearing grievances in schools. Any fees associated with requesting this list shall be borne equally by the parties.

19.8.2 Unless jointly agreed by the parties, the arbitrator selected shall be chosen by alternately striking names until one remains. The party who strikes the first name shall be determined by lot. If the Arbitrator indicates that he/she will not be available for hearing within a reasonable time not to exceed sixty (60) days, the parties shall proceed to select another Arbitrator as indicated above.

19.8.3 The hearing shall be under the direction of the Arbitrator who shall conduct all



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matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.

19.8.4 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing. Neither party shall communicate with the Arbitrator without first contacting the other party to explain the purpose of the intended communication.

19.8.5 Scheduling:

Unless the parties mutually agree otherwise, a hearing shall be scheduled within sixty (60) days from selection of the arbitrator, but shall not be scheduled during the summer or winter breaks. The decision shall be issued within thirty (30) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.

19.8.6 Limitations Upon the Arbitrator:

The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition or detraction) of the terms of this agreement. The Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant.

19.8.7 Effect of Arbitration Award:

The Arbitrator's decision shall be final and binding upon the grievant(s), ECRA and the Union. The California law on final and binding arbitration awards between a school and an employee organization shall be applicable to such a decision.

- a. Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), ECRA and the Union in any subsequent proceedings, including disciplinary and termination proceedings.
- b. Unless otherwise indicated in this Agreement, this grievance procedure is to be the employee's and AFSCME's sole and final remedy for any claimed

breach of this Agreement.

19.8.8 Expenses:

All fees and expenses of the Arbitrator shall be shared equally by the Union and ECRA. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.

19.8.9 Rescheduling/Cancellation Expenses:

All fees and expenses of the Arbitrator incurred as the result of rescheduling or cancellation shall be paid by the requesting party, unless otherwise mutually agreed.

**19.9 Grievance Files**

ECRA shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel file unless it is reasonably necessary or appropriate to do so. Any evaluation or discipline which is sustained through the grievance procedure may be placed in the employee's personnel folder.

**19.10 No Reprisals**

There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.

**ARTICLE 20**

**NON DISCRIMINATION**

- 20.1** ECRA shall not discriminate in the treatment of an employee in applying the specific provisions of this Agreement on the basis of race, color, religion, sex, political party or activity, national origin, sexual preference, age, marital status, or physical handicap. Claimed violations of this Section may be handled under appropriate statutory and/or judicial procedures rather than under the Grievance Procedure of this Agreement.
- 20.2** It is understood and agreed that neither ECRA nor the union shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights to engage or not engage in union activities.

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**ARTICLE 21**

**MISCELLANEOUS**

- 21.1** This Agreement shall supersede any rules, regulations, or practices of ECRA which are contrary to or inconsistent with its terms.
- 21.2** The parties agree that upon initial employment and upon each change in job classification thereafter, within a reasonable period of time, the affected employee shall be provided a copy of his/her job class description which specifies the monthly and/or hourly rate of pay for the assigned position, the work location (school site), the number of assigned hours per day or per week, if applicable, and the length of the work year. Job descriptions shall be posted on the ECRA website.
- 21.3** No unit member will be required or expected to have or use a personal cell phone during working hours.

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## ARTICLE 22

### ECRA RIGHTS/MANAGEMENT RIGHTS

**22.1** It is understood and agreed that ECRA retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in those duties and powers are the following exclusive rights:

- 22.1.1 Determine its organization;
- 22.1.2 Direct the work of its employees;
- 22.1.3 Determine the times and hours of operation;
- 22.1.4 Determine the kinds and levels of service to be provided, and the methods and means of providing them;
- 22.1.5 Determine staffing patterns and design;
- 22.1.6 Determine whether, when, and where there is a job opening;
- 22.1.7 Maintain the efficiency of ECRA operations;
- 22.1.8 Build, move or modify facilities;
- 22.1.9 Establish budget procedures and determine budgetary allocations;
- 22.1.10 Determine the methods of raising revenue;
- 22.1.11 Contract out work;
- 22.1.12 Administer all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans. Such action will be taken with the full consultation of the Union at each step of the process;
- 22.1.13 To hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees;
- 22.1.14 Establish educational policies with respect to admitting students;
- 22.1.15 Ensure the rights and educational opportunities of all students.

22.2 The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. It is not the intention of the ECRA, in setting forth the foregoing rights of management, to detract or diminish in any way the rights of employees or the Union as set forth in this Contract.

22.3 The contractual rights of AFSCME and its unit members are set forth in the other Articles of this Agreement, and this Article is not such a source of such rights. Accordingly, no grievances may be filed under this Article. However, nothing in this Article shall prevent the filing of grievances under Articles of this Agreement which have not been excluded from the grievance procedure.

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## ARTICLE 23

### UNION RIGHTS

#### 23.1 Exclusive Representative

The Union, as the exclusive representative of the classified employees, retains for the duration of this Agreement the rights as the exclusive representative under the law. In accordance with appropriate State laws, ECRA agrees that employees in the represented unit shall have the right to freely organize, join, and support the Union for purpose of representation in the meeting and negotiating process.

#### 23.2 Use of School Facilities

Upon reasonable notice by AFSCME to the School, AFSCME shall have the right to reasonable use, without charge, of School facilities to meet with off-duty Unit employees at the site. Authorization for facilities use shall be obtained in advance through the appropriate site administrator or designee just as other groups and organizations reserve space.

AFSCME may use ECRA facilities as described above provided all of the following conditions are met:

23.2.1 The facility is used during a time when School staff is on duty to open and close the facility without incurring additional cost to the School, i.e., no overtime is required;

23.2.2 AFSCME returns the facility to the same condition as they found it prior to use, e.g., chairs and tables moved to their original place, no additional clean-up is required; and

23.2.3 There is no interference with other activities or scheduled events.

#### 23.3 Union Communications

23.3.1 AFSCME shall have the right to post notices of official AFSCME matters on a designated bulletin board or a section of a designated bulletin board established for AFSCME's exclusive use at the School and placed in the main office. All notices posted thereon shall identify the Union as the sender of the communication, the date of posting, and the name of the Union president. Such notices shall not be defamatory, obscene, or violative of law.

23.3.2 The Union may use the ECRA employee mailboxes for written communications to its unit members.

#### 23.4 Union Access

23.4.1 Authorized AFSCME representatives of the Union shall be permitted to transact Union business with unit members on school/ECRA property before the normal

work time, during breaks, meal periods, or after the assigned work time. AFSCME representatives shall not interrupt or interfere with employees while they are engaging in the performance of their assigned work.

23.4.2 Upon arriving at ECRA, the representative shall first report to the office of the Executive Director or designee and state the intended purpose and estimated length of the visit. While the parties recognize that the Union's intent when accessing the school is to enforce the Collective Bargaining Agreement and provide representation to the bargaining unit, for security purposes, the representative will, at a minimum, identify the person(s) with whom he/she is meeting and a destination.

### **23.5 ECRA Board Agendas**

ECRA shall make available to the AFSCME President and/or designee and AFSCME Business Representative a copy of the Board agenda and backup materials for each Board meeting, exclusive of closed session materials.

### **23.6 AB119 Compliance**

23.6.1 ECRA will provide the AFSCME President & Treasurer or their designee with the following information for new bargaining unit members within thirty (30) days of the date of hire:

- a. Name,
- b. Home Address,
- c. Home Phone Number,
- d. Personal Cell Phone Number,
- e. Personal (non-work) email address,
- f. Job Title, and
- g. Hire date.

23.6.2 Upon request, up to two (2) times per year, AFSCME shall be provided a current list, in electronic format, of all employees covered by this Agreement with the same information listed in Section 23.6.1.

23.6.3 AFSCME will be permitted an opportunity for a designated AFSCME representative to meet with or otherwise present information to all new employees on work time at the beginning of the school year, for a period of no less than thirty (30) minutes. Thereafter, on the last working Wednesday of each month, from 8:00 to 8:30 a.m., AFSCME will have the opportunity to meet with unit members hired during that month. Attendance by new employees is encouraged but not mandatory. The newly hired employee(s) and one (1) employee AFSCME representative will be compensated for this time, which may require a one-time adjustment in working hours to avoid overtime or split-shift.



## **23.7 Representation Rights**

Employees may be represented by AFSCME in their employment relationship with ECRA. Subject to applicable law, such representation may include, but not be limited to, such matters that affect employees' continued employment relationship with ECRA, at times when disciplinary action is contemplated or imposed, when employees are reviewing their personnel files, or when employees receive below standard final evaluations.

## **23.8 Release Time**

23.8.1 AFSCME shall be entitled to reasonable release time for use by the AFSCME president and/or other AFSCME representatives as designated by the AFSCME president for the purpose of Union business or processing of grievances on School property. The Union shall make a written request to the Principal (or designee) at least five (5) work days prior to the date of the requested release time.

23.8.2 AFSCME shall be entitled to the release of Union officials for Union business purposes off School property, and AFSCME will reimburse ECRA for replacement wages and benefit payments. Such release will be limited to no more than one (1) employee at a time, for no longer than one (1) continuous week in duration. As an exception, in order to allow participation in an AFSCME conference or training, two (2) of the Shop Stewards (as identified below) may be released at the same time for one (1) day only per semester.

## **23.9 Shop Stewards**

AFSCME will have the right to designate, pursuant to its own procedures, up to four (4) employees to serve as Shop Stewards, one of whom shall be designated as Chief Shop Steward. Beginning fifteen (15) days after the ratification of this Agreement, AFSCME shall provide the Executive Director and Human Resources a written list of each of the designated Shop Stewards by name, classification, and work location. If the Shop Steward designation changes, the Union shall inform the Executive Director and Human Resources in writing of the changed information within five (5) days of the change being made. The Shop Stewards shall have the following rights:

23.9.1 Represent an employee, upon request, in a formal meeting as expressly provided for in Section 23.7;

23.9.2 On his/her own time to coordinate Union meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided there is no interference with other scheduled duties or events;

23.9.3 Post, initial, and date official Union notices on officially designated bulletin boards and in mailboxes (Chief Shop Steward only);

23.9.4 Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the worksite; and

23.9.5. Be free from retaliation and reprisals for the performance of his/her steward responsibilities.

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## ARTICLE 24

### DUES DEDUCTIONS

- 24.1** ECRA agrees that AFSCME shall have the sole and exclusive right to have membership dues deducted from employees as defined in Article 2: Recognition.
- 24.2** Any employee who has submitted an AFSCME dues deduction authorization card to AFSCME as of the effective date of this Agreement or who submits such an AFSCME dues deduction authorization card to AFSCME during the term of this Agreement will continue to have his/her dues deducted for the duration of the Agreement unless the employee is terminated or notifies AFSCME in writing indicating a desire to revoke his/her dues deduction authorization, as provided below.
- 24.3** Membership dues and other deductions (including but not limited to political action or political interest contributions), as voluntarily authorized in writing by an employee who applies for membership on the appropriate form, shall be deducted from the payroll warrant of wages of the employee by ECRA. It is the Union's responsibility to provide ECRA with a written list of the employees who have voluntarily authorized such deductions along with the amounts of such deductions with sufficient advance notification for such deductions to be processed.
- Deduction shall be made semi-monthly during the employee's regular work calendar (with no deductions outside of the work calendar). No deduction can/shall be made when an employee does not receive pay from the School.
- No charges to the Union will be made for any of the above deductions.
- 24.4** Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to AFSCME along with a report in a mutually acceptable electronic format detailing the employee's name, employee number, payrate (which may be titled something else like level, step), and deduction amount(s).
- 24.5** Whenever there is a change in the amount of deductions under this Article, AFSCME shall provide ECRA with notification of the change at a time sufficiently prior to the effective date of the change to allow ECRA an opportunity to make the necessary adjustments and will also provide ECRA with a copy of the notification of the change which was sent to all concerned employees.
- 24.6** Subject to legal requirements, any employees in this Unit who have authorized Union dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of this Agreement shall continue to have such dues deductions made by ECRA during the term of this Agreement; provided, however, that any employee in the Unit may terminate such Union dues in accordance with the terms of the authorization by notifying AFSCME in writing of their termination of Union dues deduction. The School shall refer any employees making such a request to contact AFSCME, but shall in no way solicit or

encourage such requests. AFSCME will be responsible for processing those requests and will provide ECRA with prompt written notification of the cancellations. Following receipt of such written notification, ECRA will cease the deductions as soon as practicable.

- 24.7** Employees who currently have an AFSCME dues deduction authorization cards on file with AFSCME need not be re-solicited. This shall include, but not be limited to, employees 1) continuing from one AFSCME contract to another, 2) returning from leave of absence, and 3) returning to employment from a layoff.

**24.8 Indemnity/Hold - Harmless:**

AFSCME agrees to indemnify and hold ECRA harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to ECRA compliance or attempted compliance with either this article or the requests of AFSCME pursuant to this Article, or relating to the conduct of AFSCME in administering this Article. AFSCME shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall ECRA funds be involved in any remedy relating to this Article. Any underpayments to AFSCME resulting from ECRA's failure to make a required deduction shall be remedied, at AFSCME's discretion, by additional deductions from the affected employee(s) or payments being made directly by the employee to AFSCME.

## ARTICLE 25

### CONCERTED ACTIVITIES

- 25.1** It is agreed and understood that there will be no strike, work stoppage, or slow-down by the union during the term of this Contract nor will there be compliance with the request of other labor organizations to engage in such activity. As used in this Article, the word “strike” includes a sympathy strike or any other type of work stoppage or slow-down in support of one or more individuals who belong to and/or are employed by another organization or who are otherwise not included in the unit recognized in Article 2 of this Agreement.
- 25.2** To this end, AFSCME recognizes its duty and obligation to comply with the provisions of this Contract and to make reasonable effort toward ensuring that employees comply. In the event of a strike, work stoppage, or slow-down by employees, AFSCME agrees in good faith to take all reasonable steps necessary to cause those employees to cease such action.
- 25.3** Any employee engaging in any strike, slowdown, or other work stoppage during the term of this Agreement shall be subject to discipline or termination under applicable law.
- 25.4** In the absence of a strike, work stoppage, or slow-down on the part of AFSCME, ECRA will not engage in any lockout of employees for the duration of this Contract.

## ARTICLE 26

### SAVINGS CLAUSE

#### 26.1 Savings

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction or administrative agency, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

#### 26.2 Negotiations

In the event a court or administrative agency decision causes invalidation of this Agreement, the parties agree that upon written request by either AFSCME or ECRA, the parties shall meet for the sole purpose of attempting to negotiate a replacement for the invalidated provision.

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## ARTICLE 27

### FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- 27.1** This Agreement sets forth the full and entire understanding of the parties regarding wages, hours, and other terms and conditions of employment, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 27.2** Except as specifically provided herein, during the term of this Agreement, neither ECRA nor AFSCME will be required to meet and negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement.
- 27.3** Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement pursuant to mutual consent.
- 27.4** Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made by and executed in writing by representatives of ECRA and AFSCME, and, if required, approved and implemented by the School's Board of Directors.
- 27.5** The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

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## **ARTICLE 28**

### **RE-NEGOTIATION PROCEDURES**

- 28.1** AFSCME agrees that it shall submit its initial proposal for the successor Agreement to ECRA no later than January 15, 2022.
- 28.2** ECRA and AFSCME shall initiate negotiations sessions on a successor Agreement not later than February 1, 2022 (unless agreed upon otherwise by the parties).
- 28.3** A maximum of four (4) union negotiators will be allowed release time for meetings and negotiations held during normal working hours unless the parties agree otherwise.
- 28.4** Until a new successor Agreement is ratified, or until impasse is reach, the terms of this Agreement shall continue.

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