

Our entire 3-year ACE Agreement of 23 Articles expires on Oct. 21, 2011. Here is a brief summary of the articles for your information. Some of the article titles are self-explanatory. For complete information download the ACE Agreement pdf at <http://www.acefhda.org/negotiations/ACEAgreement2010.pdf>

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ARTICLE 1 - Recognition and Effect of Agreement	1
The District hereby recognizes ACE (herein referred to as the Union) as the exclusive bargaining representative in ACE for all classified workers holding those positions listed in Appendix E and all classified hourly workers holding those positions listed in Appendix E.1.	
ARTICLE 2 - No Discrimination	2
Neither the District nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against members of the bargaining unit because of the exercise of rights to engage in or refuse to engage in Union activities.	
ARTICLE 3 - Union Security	3
ACE shall have the sole and exclusive right to have membership dues, initiation fees, and service fees or other fees as prescribed in its bylaws deducted by the District for workers in the bargaining unit.	
ARTICLE 4 - Temporary Work	6
Work that would normally be assigned to a member of the bargaining unit may be assigned to unrepresented temporary workers only under the following conditions: . . .	
ARTICLE 5 - Union Rights	7
ACE shall have the following rights in addition to the rights contained in any other article of this <i>Agreement</i> . . . communication, released time . . .	
ARTICLE 6 – Stewards	10
ARTICLE 7 - Employment Practices	11
Probationary Employment, Recommendation for Permanency, Orientation And In-Service Training, Transfer, Promotion, Reorganization, Work Year, Termination, Reemployment, Evaluation of Performance, Personnel Records, . . . Employment Vacancies, Classified Hourly Positions, Contracting Out, Mutual Respect	
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Layoff, Reduction in Hours, Notice of Layoff, Order of Layoff, Retirement in lieu of Layoff, Bumping, Reemployment Rights, . . . Effects of Layoff	
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ARTICLE 14 - Worker Expenses and Materials	59

ARTICLE 15 - Classification and Reclassification	61
A request for reclassification may be initiated by either the worker or the appropriate administrator. The duties upon which the reclassification is based must have been assigned by the administrator on a permanent basis.	
ARTICLE 16 - Disciplinary Action	65
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Health Insurance Benefits, PERS, Social Security	
ARTICLE 17A - Change in Employment Status Because of Disability	76
ARTICLE 17B - Pre-Retirement Reduction in Contract	77
A classified worker whose contract has been reduced under this article shall retain all paid benefits afforded full-time classified workers and shall receive the pro rata share of the salary he/she would have earned had he/she continued full-time. In addition, the worker shall retain on a pro rata basis, all other rights and benefits of permanent classified workers.	
ARTICLE 18 - Paid Benefits	79
The District shall provide insurance benefits to each probationary or permanent employee as specified in this article. Health, Dental, Vision Prescription. (plus voluntary benefits).	
18.12.1 The health insurance benefits provided under this article shall remain in effect until July 1, 2012, and will not be subject to modification, revision, or termination by any future agreement negotiated between the District and the exclusive representative, except by mutual agreement.	
18.12.2 The District and ACE will open negotiations regarding health insurance benefits for PY 2012-2013, including plan design and the amount of contributions, on July 1, 2011.	
ARTICLE 19 – Safety	85
ARTICLE 20 – Negotiations	86
If either party wishes to alter or amend this <i>Agreement</i> , it shall, not later than 120 days prior to the termination date set forth under Article 23, provide written notice and a proposal to the other party of said desire and the nature of the amendments. Such notice shall be made public according to PERB regulations.	
With the exception of years when the entire <i>Agreement</i> is open for negotiation, either party may reopen negotiations on Article 8 (Pay and Allowances), Article 18 (Paid Benefits) and one additional article of either party's choice.	
ARTICLE 21 - Management Rights	87
It is understood and agreed that the District has all the customary and usual rights, powers, functions, and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to this <i>Agreement</i> are retained except as they are specifically abridged or modified by this <i>Agreement</i> or by any supplement to this <i>Agreement</i> arrived at through the process of collective bargaining.	
ARTICLE 22 - Contract Review Committee	88
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This <i>Agreement</i> will continue in effect through October 31, 2011 (current agreement duration).	