

COLLECTIVE BARGAINING AGREEMENT WITH CERTIFICATED INSTRUCTIONAL EMPLOYEES ADDRESSING STRIKES AND WORK STOPPAGES

- 1) The Association will not call, condone, advocate or participate in any activity which disrupts the district work schedule including any strike, slow-down, sick-out, interference with the operation of the School District or any other curtailment of services or work obligations, including picketing or demonstrations of any kind, during working hours by members of the bargaining unit covered by this Agreement.
- 2) In the event of any work schedule disruption by any of the certificated employees, the Association shall notify the participating individuals that they are in violation of this agreement and shall make all reasonable efforts to terminate the violation.
- 3) For any failure or refusal to make all reasonable efforts to have the employees return to work, the Association agrees to pay damages including the Districts' costs resulting from the disruption.
- 4) Members of the bargaining unit, as individuals or as a group(s), shall not cause or participate in any work schedule disruption described in (1). Disciplinary action, including discharge may be taken by the District against employees violating this Article.
- 5) For every hour absent from work as a result of work schedule disruptions described in (1), the [TRI/responsibility contract/incentive/supplemental contract described in that portion of the contract] for that employee shall be reduced by one hour. If the amount of supplemental pay is reduced to zero, the District shall then deduct one (1) hour's pay of regular salary for each hour of failure to perform duties as specified and scheduled in the employee's contract. Notwithstanding any other provisions of this agreement, any make-up days resulting from work schedule disruption described in (1) shall be paid at the substitute rate of pay.
- 6) During the term of this agreement, no employee shall refuse, except for reasons of personal physical safety, to cross a picket line established by any labor or employee organization when such refusal would cause said employee to be absent from his/her normal work assignment. Any employee who complies with her/his contract obligations to work during a regularly scheduled day will not be subject to the requirements of (4) and/or (5).
- 7) While this agreement is in effect, the District, the Association or any individual employee shall not unilaterally change the terms of agreed schedules of work days and hours, and the District will not engage in any lockout of employees.