

Agreement
Between
Communications Workers
of America
And
Santa Ana Unified
School District
2020-2023

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Article 1
RECOGNITION

The District hereby acknowledges the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the Union, as the exclusive bargaining representative for all substitute teachers, excluding employees who are on the SAUSD re-employment list due to layoff.

Article 2
UNION RIGHTS

Section 1 – Facilities

The Union shall have the right to use District facilities at reasonable times, providing that requests for the use of facilities shall be submitted on regular District forms.

Section 2 - Reasonable Time

For the purpose of the Article, “reasonable time” shall be defined to mean in part not interfering with or interrupting the instructional program.

Section 3 - Communication

The District will provide a link on the District website to the Union website.

Section 4 - Right of Access

An authorized Union representative shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members and conducting Union business. Upon arriving at the school site, any representative shall first report to the office of the site administrator to announce his/her presence. Contacts with unit members shall be limited to non-classroom teaching hours such as breaks, duty free lunch periods, and before and after school.

Section 5 – Associational Release

The District shall provide one elected Communications Workers of America (CWA) ten (10) days per school year of District–paid release time for the purposes of transacting association business. CWA shall provide three (3) business days’ notice prior to any of these paid release days being requested. All release days shall count toward the 60-day “bump” in service increase.

Section 6 - Bargaining Unit

The District shall include in the hire packet for new substitute teachers materials provided by the Union, which will include relevant information as well as dues deductions and membership application forms. The District shall promptly forward any completed forms to the Union. The District annually will provide the Union with a list of all bargaining unit members.

Article 3

DISTRICT RIGHTS

Section 1 – District Powers, Rights, and Authority

It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the following rights: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, and take any action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees. This section in no way limits other District powers as granted by law or practice.

Article 4

PERSONNEL FILES

Section 1 - Access

Every unit member shall have the right to inspect their own personnel file upon request provided that the request is made at a time when such person is not at work.

Section 2 - Release of Materials

Upon written authorization by the unit member, a representative of the Union shall be permitted to examine materials in the unit member's personnel file as set forth in Section 1 of this Article.

Section 3 - Copies of Materials

Unit members will be provided a copy of any materials placed in the personnel file except for any pre-employment material.

Section 4 - Derogatory Material

Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon so long as the written comments are received by District HR Department no later than ten (10) calendar days after the above notice.

Section 5 - Confidentiality

Material in personnel files shall be considered as confidential. Other than access by District administration and staff, access to personnel files shall be limited to the unit member and the unit member's representative as set forth above in this Article.

Section 6 – Removal from Substitute System

In the event a decision is made to remove a substitute from the Substitute System, the District shall notify in writing the unit member and the Union within five (5) workdays from the date of the removal. The unit member will be provided with the reason(s) for the removal. The unit member and/or the Union has the right to write a response and meet with the Director of Human Resources. If requested by the unit member or the Union, a meeting shall occur as soon as practical, but no later than ten (10) work days. If the unit member and/or Union is not satisfied with the decision, he/she may appeal the decision to the Associate Superintendent, Human Resources. The appeal meeting with the Associate Superintendent, Human Resources, shall occur as soon as practical, but no later than fifteen (15) work days from the appeal.

Article 5 HEALTH AND SAFETY

Section 1 – Substitute Handbook

The District shall provide a safe workplace and shall provide safety equipment necessary to permit bargaining unit member to perform their jobs safely. A substitute will be provided with a Substitute Handbook which contains material dealing with Health and Safety.

Section 2 – Unsafe Conditions

When a substitute teacher reports a hazard or unsafe condition in the workplace, the supervisor or District safety representative shall investigate and take appropriate corrective action.

Section 3 – Safety Committee

The Union shall have a representative on the District's safety committee. The District agrees to meet with representatives of the Union at least annually to discuss health and safety issues.

Section 4 – Sick Time (AB 1522)

Substitute teachers shall be eligible under AB 1522 for up to 3 days of sick time per school year. The days shall not be carried over from year to year. To qualify for the utilization of sick days the following shall apply:

- **Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular rate of pay.**
- **Accrual shall begin on the first day of employment.**
- **A substitute teacher may use accrued sick days beginning on the 90th day of employment.**

Article 6 UNION SECURITY

Section 1 – Payroll Deduction of Membership Dues

Any member of the bargaining unit may apply for membership in the Union and may exercise their rights under Government Code section 3546 for the District to collect the fees by way of payroll deductions.

Section 2 - Fair Share

Any bargaining unit member who is not a member of the Union, or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay to the Union a service fee. The service fee shall be established by the Union, but shall not be more than the Union dues. The service fee shall be payable to the Union in the same manner as required for the payment of membership dues.

Section 3 – Dues and Fees

All dues and fees collected by the District shall be transmitted to the Union by the District following each payroll period and a list of the names of employees paying these dues and fees.

Section 4 - Alternate Payment

In the event a bargaining unit member will not, for reasons of religious objection as provided for in Government Code section 3546.3, pay the service fee to the Union, he/she shall not be required to join, maintain membership in or financially support the Union as a condition of employment, except that such bargaining unit member shall be required, in lieu of the service fee, to pay a sum equal to such service fee to the Santa Ana Schools Foundation. Such payment must be made within thirty (30) days of the effective date of this agreement or within thirty (30) days from the date of commencement of assigned duties with the bargaining unit whichever is later. Proof of payment shall be made on a monthly basis to the Union and District as a condition

of continued exemption from the provisions of Section 1 and 2 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment was made, in lieu of the service fee payment. Such proof of payment shall be made on or before the last day of the month in which the bargaining unit member works.

Section 5 - Indemnification

The Union shall indemnify, defend and hold harmless the District against any and all claims and demands resulting from the operation of this Article.

Article 7

NON-DISCRIMINATION

Neither the District nor the Union shall discriminate against any employee on the basis of race, color, religion, sex, national origin, age, marital status or sexual orientation or because the person is disabled or a disabled veteran

Article 8

GRIEVANCE PROCEDURE

Section 1 - Definition

- A.** A grievance is a written allegation by a member of the bargaining Unit that they have been adversely affected by an alleged violation, misinterpretation or misapplication of a provision of this agreement.
- B.** The immediate supervisor is the lowest level of administrator having jurisdiction over the grievance.
- C.** "Day" means school day during which students are required to be in attendance.

Section 2 – General Provisions

- A.** Every member of the bargaining unit shall have the right to present grievances in accordance with these procedures with or without Union representation. Nothing contained in this Article shall be construed to prevent any individual bargaining unit member from discussing a problem with an agent of the District.
- B.** Any bargaining unit member at any time may present grievances to the District and have such grievances adjusted, without the intervention of the Union, and the adjustment is not inconsistent with the terms of this agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed

resolution, and has been given the opportunity to file a response. Any response by the Union must be submitted within 10 calendar days of receipt of the proposal resolution.

- C. Conferences under this procedure shall be conducted at a time and place that will afford an opportunity for all persons entitled to be present, to attend, and will be held after the regular hours of instruction or during the non-teaching time of personnel involved.

Section 3 – Levels of the Grievance Procedure

- A. Level 1 – Any member of the bargaining unit who has a grievance shall reduce such matter to writing within fifteen (15) days after the member is reasonably expected to have knowledge of the event that caused the grievance. The grievance shall be submitted to the immediate supervisor who shall schedule a meeting with the member and/or the Union representative in an attempt to resolve. Such meeting and a response in writing shall be made within ten (10) days after submission of the grievance.
- B. Level 2 – If the grievance is not resolved at Level 1, a written notice of appeal to Level 2 shall be served by the grievant or the Union on behalf of the grievant, to the District within ten (10) days following the District Level 1 response. The District shall schedule a Level 2 meeting within ten (10) days of the appeal to Level 2. The meeting shall include the grievant and/or the grievant's Union representative, the Superintendent or designee and whomever else the Superintendent elects to have present. A written response will be issued by the District within five (5) days of the Level 2 meeting and this shall be the final ruling regarding the grievance.

Section 4 – Waivers

- A. Any of the time limits set forth in this Article may be waived or extended by written agreement between the parties.
- B. Any of the levels or steps in this Article may be waived by written agreement by the parties.

Article 9

LABOR MANAGEMENT RELATIONS

The Union and the District shall meet three times during the school year to discuss issues of mutual concern, including but not limited to the use and implementation of automated scheduling systems. Each side shall be represented by no more than three representatives.

Article 10

WAGES

Section 1 – Day-to-Day Substitution

Substitute teachers shall receive one hundred twenty-nine dollars (\$129.00) per day each full day of substitute work.

1.1

- a) Upon completion of 40 days of substitute service within one school year, the individual daily rate shall “bump” to one hundred forty-nine (\$149.00) per day for the remainder of the current school year in which the 40 days was reached.

Section 2 – Long-Term Substitution

Long-term substitutes shall receive one hundred forty-four (\$144.00) per day for each full day of substitution when the assignment exceeds ten (10) days. The rate shall be retroactive to the first day of assignment. Long-term substitution is defined as more than ten (10) consecutive days taught in the same assignment within a given school year.

2.1

- b) Upon completion of 40 days of substitute service within one school year the individual long-term rate shall “bump” to one hundred sixty-four (\$164.00) per day for the remainder of the year in any long-term assignment.

Section 3 – Retiree Substitutes

Any retiree from the District who retires as a teacher and performs substitute service shall receive one hundred forty-four (\$144.00) per day for each full day of substitute service.

Section 4 – Specific Additional Assignments

If a substitute at the Intermediate School or High School level is required by the site administrator to work during an absent teacher normally assigned Conference Period, he/she shall be compensated at a proportionate rate of the daily rate at the established rate for such substitute teacher.

Section 5 – Work Day

The assigned work day shall be equivalent to the absent teacher work day. The substitute shall report to the principal’s office one-half hour before classes are scheduled to begin and shall remain on duty at school until the end of the regular work day (check with principal or secretary) or until all professional duties are completed.

5.1

- a) The District shall provide a paid professional development (PD) day to all CWA Bargaining Unit Members. The content of the PD shall be at the District’s discretion. The PD day shall be completed within the first 60 days of the first student day or within 60 days of new hire.

Section 6 – Duties

The substitute shall as part of his/her regular day, supervise students, deliver lessons, and participate in professional development activities and any other duties of a classroom teacher.

Section 7 – Minimum Day

Substitute employees called into work by the District and who work less than four (4) hours will be paid half of their daily rate; and if the substitute works four (4) hours or more, they are paid for a full day.

Section 8 – Hourly Wage

The hourly wage shall be determined by dividing the daily salary rate by six (6).

Section 9 – Interview Guarantee

Substitute employees who have worked 60 days or more in the previous two years are guaranteed interviews for public posted teaching assignments for the next school year if they submit a request in writing.

Article 11

CONCERTED ACTIVITIES

Section 1 – Union Obligations

It is agreed and understood that there will be no strike, work stoppage, slowdown, or any concerted action or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all union members to do so. In the event of a strike, work stoppage, slowdown, concerted action, or other interference with the operations of the District by union members who are represented by the Union, the Union agrees, in good faith, to take all necessary steps to cause those union members to cease such action.

Section 2 – Breach of Agreement

It is understood that in the event Section 1 above is violated, this Agreement shall be breached and the District may elect to withdraw any rights, privileges, or services provided for herein from any union members or the Union.

Section 3 – District Obligations

During the term of this Agreement or any extension thereof, the District agrees that it will not lockout its employees.

Article 12

EFFECT OF AGREEMENT

Section 1 – Complete Understanding

The Union and the District acknowledge that during the negotiations which resulted in this Agreement, each Party had the legal right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the Parties after the exercise of these rights and opportunities are set forth in this Agreement. Therefore, the District and the Union, for the

duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter whether referred to or not in this Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

Article 13 SAVINGS

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the Parties agree to meet and negotiate on the issue at a mutually agreeable time and place after such determination.

Article 14 TERM OF AGREEMENT

Section 1 – Duration

The term of the Agreement shall be three (3) years:

July 1, 2020 through June 30, 2023

Section 2 – Successor Negotiations

No sooner than March 1, 2023 and no later than April 1, 2023, proceeding expiration of this Agreement, the Union shall present its initial proposals. At a date to be determined by the Parties, the Union and the District shall commence meeting and negotiating for a successor Agreement. Any Agreement reached between the Parties shall be reduced to writing and, if ratified by the Union and adopted by the Board of Trustees, signed by both Parties.

Santa Ana Unified School District:

CWA District 9

Date: _____

CWA Local 9510

Date: _____