

**Agreement Between  
Communications Workers  
of America**



**And**

**Santa Ana Unified  
School District**



**2014-2017**

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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 - 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 preemployment 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.

**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 members 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.

**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 the matter. 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-one dollars (\$121.00) per day each full day of substitute work.

1.1

- a) Upon completion of 60 days of substitute service within one school year the individual daily rate shall “bump” to one hundred forty-one (\$141) per day for the remainder of the current school year in which the 60 days was reached.

**Section 2 – Long Term Substitution**

Long term substitutes shall receive one hundred thirty-six dollars (\$136.00) 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 60 days of substitute service within one school year the individual long term rate shall “bump” to one hundred fifty-six (\$156) 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 thirty-six dollars (\$136.00) 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 that the understandings 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 waives 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 provision 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, 2014 Thru June 30, 2017

**Section 2 - Successor Negotiations**

No sooner than March 1, 2017 and no later than April 1, 2016 preceding 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. The Union, at its option, may reopen negotiations for the 2014-2015 school year following January 1, 2015 only on the subject of compensation. In addition the Union, at its option, may reopen negotiations for the 2015-2016 and 2016-2017 school years only on the subject of compensation. If the Union desires to exercise this option, it must submit a specific written proposal by May 15, 2015 or May 15, 2016 respectively.

SANTA ANA UNIFIED SCHOOL DISTRICT

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CWA LOCAL 9510

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Date \_\_\_\_\_

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CWA LOCAL 9510

\_\_\_\_\_

Date \_\_\_\_\_