

**SUBSTITUTE TEACHERS
AGREEMENT
PAJARO VALLEY
UNIFIED SCHOOL DISTRICT**

BETWEEN

**COMMUNICATIONS WORKERS
OF AMERICA**

JUNE 1, 2016 – JUNE 1, 2019

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ARTICLE 1 – RECOGNITION

Section 1 – Union’s Representation Unit

The District hereby acknowledges the Communications Workers of America, hereby after referred to as Union, as the exclusive bargaining representative for all day-to-day substitute teachers.

Section 2 - Exclusions

All employees who are included in another existing bargaining unit of the District, and all management, supervisory and confidential employees shall be excluded from this bargaining.

ARTICLE II – NOTICE

Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered, either upon personal delivery, facsimile transmission, or by mailing the same by United States registered or certified mail, return receipt requested to the Party entitled thereto at the address set forth below:

District: Assistant Superintendent
 Pajaro Valley Unified School District
 294 Green Valley Road
 Watsonville, CA 95076

Union: President
 CWA Local 9423
 2015 Naglee Avenue
 San Jose, CA 95128

Either Party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this Article.

ARTICLE III – 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 right to: determine the time and hours of operation; determine the kinds and levels of service 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 recital in no way limits other District powers as granted by law.

ARTICLE IV – 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 provided for such use and subject to the provisions of the Civil Center Act. Individual school meetings held within or adjacent to the regular workday will not be bound by the above.

Section 2 – Reasonable Time

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

Section 3 – Communication

The Union shall have the right to post notices of Union concern on bulletin boards, at least one of which shall be maintained in each work location in an area frequented by union members. A notice must be dated and must identify the person and organization responsible for its promulgation.

Section 4 – Right of Access

Authorized Union representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting union members and transacting lawful Union business. Upon arriving at a school site, any representative shall first report to the office of the site administrator to announce his/her presence. In no event shall any representative or union member interrupt or interfere in any way with normal work. Contacts with union 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 Information

The District shall include union dues deduction and membership application forms in the hire packet provided to new union members. Upon receipt on completion, the District shall forward the forms to the Union.

Section 6 – Copies of the Contract

The District shall make available a copy of the current Agreement on the District's web page when the technology is developed within the District.

ARTICLE V - UNION SECURITY

Section 1 – Payroll Deduction of Membership Dues

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the District on the Payroll Deduction form supplied by the District (provided by union to district) an assignment authorizing deduction of membership dues, initiation fees and general assessments by the Union. The District shall not be obligated to put into effect any changes to deductions until the pay period that commences thirty (30) days or more after admission to the District's Payroll Office. There shall be no charge to the Union for such mandatory service fee deductions.

Section 2 – Fair Share

Any employee who is not a member of the Union or who does not apply 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 pay to the Union a service fee. The service fee shall be established by the Union. The service fee shall be payable to the Union in the same manner as required for the payment of membership dues. In the event that an employee does not pay said fee to the Union, through payroll deduction as provided in Section 1, the Union shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner set forth in Section 1 of this Article.

Section 3 – Alternate Payment

In the event a employee cannot, for reasons of religious objection as provided for in Government Code Section 2546.3, 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 said employee shall be required, in lieu of the service fee, to pay a sum equal to such service fee to either Santa Cruz County United Way, Schools Plus, or the Pediatric AIDS Foundation. Such payment shall 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 within the bargaining unit. Proof of payment shall be made in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented on or before October 1 of each school year to the union.

Section 4 – Remitting Dues and Service Fees

With respect to all sums deducted by the District pursuant to Sections 1 and 2 above, whether for membership dues or service fees, the District agrees to promptly remit such monies to the Union accompanied by an alphabetical list of union members for whom such deductions have been made.

Section 5 – Information

The Union shall furnish any information needed by the District to fulfill the provisions of this Article.

Section 6 – Indemnification

The Union shall indemnify, defend, and hold harmless the District, the District's Board of Education, including each individual School Board member, and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability, including but not limited to; wages, damages, judgements, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator, or PERB order, judgement, or settlement that may arise by reason of, or resulting from the operation of this Article in this Agreement. The Union shall bear all costs of defending against any and all such claims, demands, suits or other forms of liability, including but not limited to; court costs, attorney fees, and all other costs of litigation. Upon commencement of such legal action, the Union shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgement made or brought against the District or Union because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Union's decision thereon shall be final and binding upon all Parties protected by this Section 6. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the union for failure to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Union and provide the Union with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Union's legal counsel with documents and information reasonably related to providing a defense.

ARTICLE VI – PUBLIC COMPLAINT PROCEDURES

Section 1 – Investigations

All significant public complaints will be investigated. Individual union members who are the subject of a public complaint that is of a significant nature shall be informed of this complaint. In the case of signed written public complaint filed with the District's Assistant Superintendent of Human Resources or designee, a copy of the complaint shall be forwarded to the employee within five (5) WORKING DAYS OF RECEIPT.

Section 2 – Exclusions

Notwithstanding any other provision herein, this Article shall not apply in cases involving complaints against union members in which the subject matter is addressed under state or federal law, including but not limited to, complaints involving child abuse, sexual harassment, discrimination, civil rights, and other statutory violations.

ARTICLE VII – UNION MEMBER'S RIGHTS

Section 1 – Physical Examination

The Pajaro Valley Unified School District requires its employees to have proof that they are free from tuberculosis. If an employee can provide verification of a previous TB test, less than three years old, employees are not required to take another exam. Otherwise, employees must have the examination at employees' expense and provide District with verification within 30 days of your first day of working.

Section 2 – Removal from TSSI System

In the event a decision is made to remove a substitute from the TSSI System, the District shall notify the employee within five (5) workdays from the date of the removal. Upon written request by the union member to the District Office Human Resources Department, the employee shall be provided the reason(s) for the removal. If the employee is not satisfied with the reason(s) provided, he/she may request review of the decision by the Assistant Superintendent, Human Resources or designee.

Section 3 – Scheduling and Assignments

Through the automated TSSI system a substitute has the right to refuse an assignment without prejudice. All effort will be made by the site administrator to honor the initial placement of the substitute upon reporting to the site for duty. All school sites will endeavor to provide a sub orientation folder on first day of assignment.

ARTICLE VIII – WORKING “FILES”

Section 1 – Inspection

Materials in working “files” of employees, which may serve as a basis for affecting the status of their employment, are to be made available for inspection of the persons involved.

Section 2 – Exclusions

Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Section 3 – Access

Every union member shall have the right to inspect such materials, upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

Section 4 – Release of Materials

Upon written authorization by the union member, a representative of the Union shall be permitted to examine materials in the union member’s working “file” as set forth in Sections 1 and 2 of this Article.

Section 5 – Copies of Materials

Union members will be provided a single copy of any materials placed in the working “file”. Additional copies will be provided at a reasonable cost.

Section 6 – Derogatory Material

Information of a derogatory nature, except material mentioned in Section 2 of this Article, shall not be entered or filed unless and until the union 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 within ten (10) working days of incident or receipt of notice. All such material shall be signed and dated by the person who drafted the material.

Section 7 – Confidentiality

Material in working “files” shall be considered as confidential. Access to working “files” shall be limited to the union member and the union member’s representative as set forth above in this Article, and to those individuals authorized by the Assistant Superintendent, Human Resources or designee. Such access shall be on a need-to-know basis as determined by the Assistant Superintendent, Human Resources

Section 8 – Log

The District shall keep a log showing the name and date in which a personnel file was examined by individuals other than employees assigned to Human Resources and Employment Relations. The log shall be available for examination by the union member or Union representative, if so authorized by the union member.

ARTICLE IX PROTECTION AND SAFETY

Section 1 – General

The District shall make a reasonable effort to provide a place of employment that is safe as the nature of the employment and assigned duties reasonably permit.

Section 2 – Safety

The District shall provide safety equipment reasonably necessary to permit union members to perform assigned duties safely. This will include an adequate number of first aid kits at each work location.

- A. Whenever any union member is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of the union member to promptly report the incident to his/her supervisor and/or law enforcement. The District and the union member will cooperate with law enforcement at all stages of the criminal or juvenile justice system through and including prosecution.

Section 3 - Unsafe Conditions

It is the responsibility of all union members to be alert in observing unsafe conditions, and to report unsafe conditions to their supervisor and/or District safety officer. The supervisor and/or District safety officer shall promptly investigate reported unsafe conditions and order appropriate corrective action, if needed.

Section 4 – Safety Training

The District shall provide safety training reasonably necessary to permit union members to perform assigned duties safely.

Section 5 – Disaster Service Workers

All union members are disaster service workers. When assigned disaster service activities by the District, they are working within their scope of employment.

Section 6 – Safety Rules

All employees must comply with all safety rules.

Section 7 – Safety Committee

The Union shall have a representative on the District Safety Committee. The Safety Committee shall meet as necessary, but no less frequently than three (3) times per fiscal year. The purpose of the committee is to review and discuss workplace safety issues and make recommendations to improve employee safety.

Section 8 – Emergency Communication

Union members assigned to a school site shall have access to a telephone or other electronic communication device available to summon help in case of emergency.

Section 9 – School Site Discipline Plan

Union members shall have access to a copy of the school site Discipline Plan.

ARTICLE X - GRIEVANCE PROCEDURE**Section 1 – Definition**

- A. A grievance is a written allegation by a union member(s) or Union that he/she/they has/have been adversely affected by an alleged violation, misrepresentation, or misapplication of a provision of this Agreement.
- B. Immediate supervisor is the lowest level administrator having jurisdiction over the grievant and is ordinarily the building principal.
- C. “Day” means school day during which students are required to be in attendance.

Section 2 – General Provisions

- A. Every union member shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual union member from discussing a problem with an agent of the District and having it resolved without filing a grievance as provided herein.
- B. The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal.
- C. Any union member at any time may present grievances to the District and have such grievances adjusted, without the intervention of the Union, as long as the adjustment is reached prior to arbitration 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.

- D. Hearings and 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, insofar as possible, after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District will not release without loss of pay more than one (1) representative per grievance.
- E. Any investigation or other handling or processing of a grievance by a grievant or the Union shall be conducted so as to result in no interference with, or interruption of the instructional program.

Section 3 – Levels of the Grievance Procedure

A. Informal Level Prior to initiating a formal written grievance, the potential grievant shall meet with his/her immediate supervisor and attempt to resolve the potential grievance informally no later than (20) days after the grievant knew or could have known, of the event or circumstances occasioning the grievance. If the informal procedure does not resolve the difficulty, the Informal Level will be considered concluded when the immediate supervisor or the grievant so informs the other in writing (SEE FORM PER13).

B. Level I: Any union member who has a grievance may reduce such matter to writing within ten (10) working days after the union member has knowledge, or reasonably should have knowledge, of the event that caused the grievance, and submit it to the immediate supervisor who shall meet with the union member and/or a Union representative, in attempt to resolve the matter. Such meeting and a response in writing by the immediate supervisor will be made within ten (10) working days after submission of the grievance into Level I.

C. Level II: If the grievance is not resolved in Level I, a written notice of appeal to Level II shall be served by the grievant to the District within ten (10) days following disposition of the grievance in Level I. Such grievance shall be discussed at a meeting with the union member and/or his/her representative, and the Superintendent or his/her designee, and whomever else the Superintendent or his/her designee elects to be present. Such meeting and a response in writing by the District will be made within ten (10) days after submission of the grievance into Level II.

D. Level III: 1) If the grievance is not satisfactorily resolved in Level II, the Union may, within ten (10) days after receipt of the District's reply, submit a written notice to the District of its intent to submit the grievance to arbitration.

2) A. An impartial arbitrator shall be selected jointly by the Union and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree upon an arbitrator, the American Arbitration Association rules shall apply with respect to selection of an arbitrator.

B. The arbitrator shall render his/her recommended decision within thirty (30) calendar days after the close of the hearing unless both parties mutually agree to extend the time.

C. The District and the Union may agree upon a list of up to five (5) Mutually acceptable arbitrators who may be requested to conduct an arbitration hearing and render a recommended decision. If a list is agreed to, selection of an arbitrator shall be by lot, subject to his/her availability within a reasonable period of time.

3). The cost of the arbitrator's services shall be borne equally by the Union and the District. The arbitrator shall have no authority to add to, subtract from, or to alter, amend, or change any of the terms and conditions of this Agreement. The arbitrator's decision must be limited to the specific issue or issue submitted to him/her and based upon the arbitrator's interpretation of meaning or application of the language of this Agreement.

4) No later than the second regular Board Meeting following receipt of the arbitrator's decision, the Governing Board shall take action on the arbitration decision and shall communicate that action to the Union and the grievant.

5) In the event that the Governing board shall refuse or fail to implement the arbitrator's decision or remedy, the Governing Board shall assume the full costs of the arbitration and court reporter, when required by the arbitrator or if such costs have already been paid, shall reimburse the Union for its share of these costs.

Section 4 – Waivers

A. Any of the limits set forth in this Article may be waived by written agreement between the Parties.

Section 5 – Union Representation

Designated Union representatives shall be provided reasonable release time for processing grievances to the extent required by law. The names of the designated Union representatives, not to exceed seven (7), shall be provided to the superintendent or designee by July 15th of each school year. When ever possible, the processing of grievances shall be conducted during non-work time. In the event that release time is necessary for a long term substitute teacher, the Union shall provide 24 hour prior written notice to the site administrator.

The Parties agree to the following items to close all bargaining for the 2015-2016 school year.

The change to Article XI set forth below will be effective upon ratification of the Governing Board of the District and will not be retroactive.

ARTICLE XI-WAGES

Section 1 – Tier 1 Day-to-Day Substitute Teacher

One hundred-twenty dollars (\$120) per day. Sixty dollars (\$60) half day.

Section 2 – Tier 2 Substitute

One hundred-sixty (\$160) per day. Eighty dollars (\$80) half day.

In order to qualify as a Tier 2 Substitute Teacher, the following applies:

1. At least two years prior to the current year, the Substitute Teacher must have worked a minimum of 90 days each year as a Substitute Teacher for PVUSD or have been a Contracted Teacher for PVUSD or have been a Permanent Teacher for PVUSD.
2. A Substitute Teacher with only an Emergency Substitute Permit will not be excluded from being classified as Career Substitute Teacher so long as he/she meets the criteria in number one.

Section 3 – Long Term Substitute

One hundred-seventy dollars (\$170). Eighty-five dollars (\$85) half day.

Long Term Substitute rate shall be paid under the following conditions:

1. Ten (10) consecutive days taught in the same assignment/position within a given school year.
2. Any Substitute Teacher that opens up the classroom at the beginning of the year.
3. Any Substitute who takes over a classroom without any lesson plans and has to do lesson plans.

Section 4 – Wage/Benefit Increase

If another bargaining unit shall receive a wage increase and/or benefits increase for the PVUSD, CWA Local 9423 will be given written notice within 30 days of effective date of change.

Section 5 – Rate for Professional Development

One professional development day will be scheduled for Substitute Teachers either the day before or two days before the first day of the school year. The professional development day will be 3.75 hours. Attendance will be voluntary. The professional development day will be for 2016-2017 only, unless mutually extended by the parties.

Attendees will be paid for half of the rate for which they qualify:

Tier 1 \$60

Tier 2 \$80

ARTICLE XIV - SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court or competent jurisdiction, and 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 XII - 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 I 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 XIII – EFFECT OF AGREEMENT

Section 1 – Complete Understanding

The Union and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited 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 that right and opportunity 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 or matter whether referred to or not in this Agreement, even though such subjects or matters 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 XV- TERM OF AGREEMENT

Section- Duration

Except as provided herein and in Section 2 below, this Agreement shall remain in full force effective June 1, 2016 through June 1, 2019 and from year to year thereafter, unless modified or amended pursuant to the following provisions.

Section 2 – Re-openers

There are two (2) negotiation re-openers selected by each party for the 2016-17 school year and two (2) negotiation re-openers for the 2017-18 school year.

Dated: April 22, 2016

FOR THE DISTRICT

Jan McGee, Assistant Superintendent
Human Resources

Ken Davis, Director
Human Resources

FOR CWA

Rob Hogan Vice President
Walt Smith
Monica Hogan

CWA DISTRICT 9