



Affiliated with AFL-CIO

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Brothers and Sisters,

After months of intense contract negotiations, CWA Local 9510 and SAUSD have reached a tentative agreement. The Union has used all of its available resources to secure this agreement. Prior to our first contract, you folks hadn't received a wage increase in well over a decade and were some of the lowest paid substitute teachers in Orange County. Therefore, I'm extremely proud to announce that after 40 days of service within a single school year (down from 60 days in the previous contract), you will be the **HIGHEST** paid substitute teachers in Orange County at \$149.00 per day, and \$164.00 for long term substitutions.

We would like to point out that prior to the wage increase in 2016, you folks were paid a daily rate of \$105.00, and a long term rate of \$120.00. Under this new agreement the daily substitute rate will increase to \$129.00, and after breaching the 40 day loyalty, it will increase to \$149.00 per day. The long term substitution rate is \$144.00 per day when the assignment exceeds ten days, with this rate retroactively applied to the first day of the assignment. After exceeding the loyalty period in a long term assignment, your daily pay rate would rise to \$164.00. That's a 22.9% increase on the basic daily rate and a 36.7% increase on the long term rate since 2016. While this represents significant progress, we realize there is more work to be done and pledge to continue to fight for you in the wage and safety re-openers we have negotiated in the 2019-2020 school year, and beyond.

Enclosed you will find a full explanation of the improvements found in this tentative agreement. Remember, we are only as strong as our membership, so if you have not already signed a membership card, please sign and return the enclosed card so we can have the strength to continue fighting for **JUSTICE** for all SAUSD Substitutes.

The Bargaining Committee recommends a **YES** vote for this tentative agreement.

Article	Highlights
Article 2: Union Rights	10 days release time for 1 CWA rep
Article 4: Personnel Files	Notification and limited appeal rights
Article 5: Health and Safety	Added AB1522 language (sick time)
Article 8: Grievance	Approved Grievance Form
Article 10: Wages & Wage Provision	Daily & Long-Term increase of \$8 per day
Article 14: Terms of Agreement	3-year agreement 7/1/17 – 6/30/20 opener on wages and safety 2019-2020

Kenny R. Williams  
SAUSD Executive Board Member

Peter O'Brien  
Executive Vice President

**Santa Ana Unified School District's (SAUSD)  
Proposal to  
Communication  
Workers of America  
(CWA)  
December 11, 2017**

**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 Communication 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-5 -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.

**Santa Ana Unified School District (SAUSD)  
Counter Proposal to  
Communication Workers of America (CWA)  
6/22/18**

**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.

**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.**

**Santa Ana Unified School District (SAUSD)  
Proposal to  
Communication Workers of America (CWA)  
6/22/18**

**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.

**Section 4 – Sick Time (AB1522)**

**Substitute teaches 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 90<sup>th</sup> day of employment.**

**Santa Ana Unified School District (SAUSD)  
Counter Proposal to  
Communication Workers of America (CWA)  
May 24, 2018**

**Article 10**

**WAGES**

**Section 1 - Day-to-Day Substitution**

Substitute teachers shall receive ~~one hundred twenty-one dollars (\$121.00)~~ **one hundred twenty-nine dollars (\$129.00)** per day each full day of substitute work.

1.1

- a) Upon completion of ~~60~~ **40** days of substitute service within one school year the individual daily rate shall "bump" to ~~one hundred forty-one (\$141)~~ **one hundred forty-nine (\$149.00)** per day for the remainder of the current school year in which the ~~60~~ **40** days was reached.

**Section 2 – Long Term Substitution**

Long term substitutes shall receive ~~one hundred thirty-six dollars (\$136.00)~~ **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 ~~60~~ **40** days of substitute service within one school year the individual long term rate shall "bump" to ~~one hundred fifty-six (\$156)~~ **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 thirty six dollars (\$136.00)~~ **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.

*Status quo on Professional Development days (PD).*

**Article 14**  
**TERM OF AGREEMENT**

**Section 1 - Duration**

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

July 1, 2017 Thru June 30, 2020

**Section 2 - Successor Negotiations**

No sooner than March 1, 2020 and no later than April 1, 2020 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 2019-2020 school year following January 1, 2019 only on the subject of compensation and safety. If the Union desires to exercise this option, it must submit a specific written proposal by May 15, 2019.

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 \_\_\_\_\_