

AGREEMENT

Between the

OFFICE OF THE
SANTA CLARA COUNTY SUPERINTENDENT OF SCHOOLS
Charles Weis, Ph.D.
County Superintendent

AND



LOCAL 521
SERVICE EMPLOYEES INTERNATIONAL UNION

SUBSTITUTE WORKERS' UNIT

September 18, 2006 – September 30, 2009

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION.....1

1.1 Recognition.....1

1.2 Bargaining Unit Composition and Membership.....1

1.3 Exclusion from Bargaining Unit.....1

ARTICLE 2 – MANAGEMENT RIGHTS.....2

ARTICLE 3 – UNION RIGHTS.....2

3.1 Right to Join.....2

3.2 Access to Worker Information2

3.3 Meeting Space2

3.4 Use of Office Communication Systems3

 3.4.1 Union Notices3

 3.4.2 Removal.....3

 3.4.3 Relevant Materials3

3.5 Union Representation/Stewards.....3

3.6 Union Staff – Access to Work Locations3

3.7 Printing of Agreement.....4

3.8 Discrimination Prohibited.....4

3.9 Worker Orientation.....4

ARTICLE 4 – UNION SECURITY4

4.1 Membership Recognition4

4.2 Agency Shop.....4

 United Way5

 George M. Hardy Memorial Fund for the Developmentally Delayed5

 American Heart Association5

 American Cancer Society5

4.3	Notification Process	5
4.4	Involuntary Deduction.....	5
4.5	Forfeiture of Deductions.....	5
4.6	Reinstatement	6
4.7	Checkoff.....	6
4.8	Hold Harmless	6
ARTICLE 5 – WAGE PAYMENT		6
ARTICLE 6 – BENEFITS.....		7
6.1	Retirement Benefits	7
6.2	Medical Benefits Provided to Limited-Term Unit Members	7
6.3	Stipend for Health Care Expenses.....	7
6.4	State Disability Insurance (SDI).....	7
ARTICLE 7 – UNIT MEMBER RIGHTS		8
CONCERNING EMPLOYMENT ACTIONS		8
7.1	Restriction of Assignment Options.....	8
7.2	Exclusions from Sites or Clusters.....	8
7.3	Removal from Substitute List for Unavailability.....	9
7.4	Termination for Misconduct or Unsatisfactory Performance	9
ARTICLE 8 – DAILY ASSIGNMENT.....		9
ARTICLE 9 – HEALTH AND SAFETY COMPLIANCE		10
9.1	Contagious Disease Notification and Medical Screening	10
9.2	Precautions and Written Notification.....	10
9.3	Tuberculosis Test	10

ARTICLE 10 - CONCERTED ACTIVITIES PROHIBITED10

ARTICLE 11 - COMPLETE UNDERSTANDING.....11

ARTICLE 12 - SEVERABILITY.....11

ARTICLE 13 -TERM.....12

ATTACHMENT 1 - CLASSIFIED SUBSTITUTE HOURLY RATES.....13

SIGNATURE PAGE14

ARTICLE 1 - RECOGNITION

1.1 Recognition

The Union is hereby recognized by the Office as the exclusive representative and the sole bargaining agent for a separate and appropriate unit of substitute employees for the purpose of collective bargaining pursuant to the Certification of Representatives in PERB Case Number SF-RR-885-E.

1.2 Bargaining Unit Composition and Membership

The bargaining unit shall be comprised of non-classified, limited-term and limited-term hourly employees who are assigned to substitute for absent classified employees, in vacant classified positions, or in non-established positions (extra help), and who earned at least \$2,000 for such work in the previous or current fiscal year. The worker shall only be required to meet the \$2,000 threshold one time during active employment before acquiring Union membership in the bargaining unit. After the initial \$2,000 is met, the worker retains their Union membership until the worker or the Office terminates employment. In the event the worker is terminated for any reason (voluntary or involuntary) and is later reinstated to employment, the worker shall be required to meet the \$2,000 threshold before resuming membership in the bargaining unit.

1.3 Exclusion from Bargaining Unit

The bargaining unit shall exclude all classified employees, certificated employees, PERS retirees, any other non-classified employees, management employees, confidential employees or supervisory employees.

ARTICLE 2 - MANAGEMENT RIGHTS

It is agreed that the Office has all the customary and usual rights, powers, functions, and authority to discharge its obligations. The rights, powers, and authority, which the Office had prior to the execution of this contract, are retained, except as modified by this contract or by any supplement to the contract arrived at through the process of collective bargaining.

ARTICLE 3 - UNION RIGHTS

3.1 Right to Join

Consistent with the Recognition clause in Article I, the Office agrees that every worker in the bargaining unit shall have the right to freely support and/or join the Union with the purpose of engaging in collective bargaining or negotiations with the Office. The Office undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any worker in the enjoyment of any rights provided by this Agreement, the Government Code or other applicable California laws or the Constitution of California and the United States.

3.2 Access to Worker Information

The Office shall provide the Union with the names, addresses, phone numbers and total pay earned to date of all present bargaining unit personnel, including all new hires and inactive workers, on a quarterly basis (4 times a year – September, December, March, June).

3.3 Meeting Space

The Office, in accordance with administrative procedures governing use of facilities, shall make available to the Union and its representatives, conference rooms and other meeting areas for the purpose of holding Union meetings (which may include joint meetings with members from other SEIU Local 521 bargaining units) during off-duty time periods. In such cases, the Union will be responsible for security, clean-up, or any expenses involving unusual wear or tear resulting from Union use.

3.4 Use of Office Communication Systems

3.4.1 Union Notices

The Union will have continued use of the mailbox for receipt of mail and use of the mailboxes/pony of the Office to use for distribution to the non-classified substitute workers. The Union shall post notices on existing Union bulletin boards.

3.4.2 Removal

No posting shall be removed from the bulletin board except after the date that the event has passed or by permission of the Union-authorized representative if material is not tied to a specific date.

3.4.3 Relevant Materials

The Union shall have the right to review at reasonable times and receive upon request without cost, copies of any and all current materials prepared (excluding any information which the Office may lawfully withhold from the Union) relating to wages, hours and other terms and conditions of employment, which are relevant to the Union to fulfill its duties and obligations as the exclusive representative of unit workers covered by this contract.

3.5 Union Representation/Stewards

The Union may select representatives (officers and stewards) from within the unit. Within fifteen (15) days of this Agreement, the Union shall provide a current list of representatives to the Assistant Superintendent of Human Resources to be updated regularly with notification of a change of representatives, either new or replaced.

3.6 Union Staff – Access to Work Locations

Local 521 paid staff will be permitted access to office facilities for the purpose of contacting members concerning Union business upon notifying the site administrator, supervisor, or program manager of the unit member(s) being contacted. Contact with workers will not interfere with the worker's work. Union staff will adhere to regular/normal site visitor regulations (sign-in, etc.).

3.7 Printing of Agreement

The parties agree to share equally the cost of printing copies of this Agreement. The design, format and number of copies will be jointly determined. The Agreement shall be printed by the Union subject to Office approval of the quoted price. It is agreed that the contract will be printed not more than thirty (30) days after the ratification and adoption of this Agreement. The Office shall receive its supply of copies within the same week as the Union.

3.8 Discrimination Prohibited

Neither the Office nor the Union shall discriminate against workers because of sex, age, race, color, creed, religion, Union activity, national origin, marital status, affiliations, political opinions, physical or mental disabilities, sexual preference and any other or future federal or state protected rights.

3.9 Worker Orientation

The Union may make available a video (DVD) orientation to be distributed by the Office to workers at the new worker employment processing session.

ARTICLE 4 - UNION SECURITY

4.1 Membership Recognition

New workers hired and assigned to positions covered by this Agreement shall be advised by the Office that Local 521 is the recognized exclusive bargaining representative in said bargaining unit. The Office agrees to obtain and process SEIU membership information when the worker completes the hiring process at the Office.

4.2 Agency Shop

As a condition of employment, all non-classified substitute employees, hired on or after September 18, 2006, must either join the Union, pay a service fee to the Union, or present to the Union and the Office a written declaration that he/she is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any employee organization as a condition of employment.

If the worker claims a conscientious objection, he/she must pay a sum equal to the agency shop fee to one of the following charities:

United Way
George M. Hardy Memorial Fund for the Developmentally Delayed
American Heart Association
American Cancer Society

The deduction shall not be forwarded to the charity until the Union has notified the Office that the Union has approved the exemption.

4.3 Notification Process

Any unit member currently employed or hired by the Office shall be provided through the Human Resources Department a notice advising the Office has entered into an Agency Shop Agreement with the Union. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or a service fee or to request an exemption, as provided above. The Office agrees to deduct from the pay of all bargaining unit workers such Union dues or service fees authorized in writing by the worker as prescribed by the Union. Said deductions shall be paid to the Union monthly, together with the name, social security number, base wage, and amounts deducted for each worker. These dues or service fees shall be deducted beginning with the worker's initial paycheck and shall be calculated on base pay. All workers in the unit who have made an authorization for the deduction of Union dues, service fees or charity fee, is in effect on the effective date of this Agreement, and shall have such deduction continued until the worker or the Office terminates employment.

4.4 Involuntary Deduction

If any currently employed worker or new hire into any substitute classification covered by the Agreement fails to authorize one of the payroll deductions set forth in this Article, the Office shall involuntarily deduct the service fee from the worker's paychecks beginning with the following pay period.

4.5 Forfeiture of Deductions

If, after all other involuntary and required deductions are made in any pay period the balance is not sufficient to pay the deduction of the Union dues, agency fee or charity deduction required by this Section, no such deduction shall be made for the current pay period. When an employee is in a non-pay

status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

4.6 Reinstatement

Upon the reinstatement of any unit member, the Office will resume or initiate dues, service fees, or charity deduction for such unit member in accordance with this Section.

4.7 Checkoff

The Union shall have the sole and exclusive right to have membership fees deducted by the Office on payroll authorization forms for all unit members covered by this contract. The Office shall deduct Union dues, services fees, assessments, insurances and COPE deduction upon written authorization from any unit member in accordance with the state law and the provisions of this contract. The Office shall pay over to the designated payee within fifteen (15) days all sums so deducted.

4.8 Hold Harmless

The Union shall indemnify and hold the Office harmless against all forms of liability that may arise out of or occur by the reason of the implementation of this Article.

ARTICLE 5 - WAGE PAYMENT

Unit members shall be paid according to Attachment 1 effective November 26, 2007.

ARTICLE 6 – BENEFITS

6.1 Retirement Benefits

All unit workers who have reached one thousand (1,000) hours of time worked will automatically begin contributing into the Public Employees Retirement System (PERS). Based upon the established regulations of PERS, every worker is required to contribute the percentage amount established by PERS, which is currently seven percent (7%), of their monthly salary, into the system. Additionally, the Office will contribute a percentage amount based upon a yearly calculation established by PERS for each worker who contributes to the system.

6.2 Medical Benefits Provided to Limited-Term Unit Members

Limited-term unit members who are employed in a single assignment, for a minimum of three (3) months but not to exceed six (6) months as required by Education Code § 45286, either on a full-time or part-time basis as to hours or days, are entitled to medical benefits on a prorated basis, consistent with the cap on benefit contributions provided to the classified bargaining unit of the Office, beginning on the first day of the month following the assumption of the limited-term assignment.

6.3 Stipend for Health Care Expenses

Effective July 1, 2008, eligible unit members shall receive a stipend of up to \$300 during each fiscal year, payable in two (2) installments to be used for health care expenses, or other personal expenses of the employee. The first installment will be paid to the unit member upon earning \$6,500 during the fiscal year. The second installment will be paid to the unit member upon earning \$13,000 during the fiscal year. To be eligible for this stipend, unit members must have been on the active substitute list for the prior fiscal year during which they must have earned no less than \$13,000. Only wages earned as a day-to-day substitute shall be considered to determine eligibility.

6.4 State Disability Insurance (SDI)

The Office and the Union agree to investigate the option of unit members voluntarily enrolling in SDI.

**ARTICLE 7 - UNIT MEMBER RIGHTS
CONCERNING EMPLOYMENT ACTIONS**

7.1 Restriction of Assignment Options

The Office may change or restrict the assignment options of unit members, including any decision to exclude a unit member from one or more sites or clusters, or to terminate the employment of unit members for misconduct, unsatisfactory performance, or unavailability for work consistent with this Article.

7.2 Exclusions from Sites or Clusters

Whenever a site administrator decides to exclude a unit member from a site or cluster based on the unit member's incompatibility with program needs, inter-personal conflict with other staff members, or lack of required skills to perform the work at that site, a Substitute Performance Assessment form will be completed by the site administrator indicating the basis for the exclusion, a copy of which will be sent by the Office to the unit member. The site administrator, or his/her designee, shall, upon request of the unit member, discuss with the unit member the reasons for the Substitute Performance Assessment that resulted in the site or cluster exclusion.

7.2.1 An exclusion from a site or cluster shall not preclude the unit member from accepting substitute assignments at other sites or clusters.

7.2.2 Provided, however, that if the unit member is excluded from sites or clusters on three (3) occasions for misconduct or unsatisfactory performance, then the Director of Human Resources or his/her designee, will review the circumstances involved in the exclusions and determine whether to terminate the unit member's employment.

7.2.3 Unit members may meet on unpaid time with the Director of Human Resources or his/her designee to discuss the factual basis for any exclusion initiated by a site administrator.

7.2.4 The factual review of the Director of Human Resources and any decision concerning the factual basis for the exclusion following any such meeting shall be final and may not be appealed further.

7.3 Removal from Substitute List for Unavailability

Unit members who have not accepted any substitute assignments for six (6) consecutive months will be removed from the substitute list. If the person wishes to reactivate their substitute status, the person shall contact Classified Personnel Services regarding the necessary steps (i.e. fingerprints, TB test, etc.), to be reactivated.

7.4 Termination for Misconduct or Unsatisfactory Performance

Whenever the Office decides to terminate a unit member based on the unit member's misconduct or unsatisfactory performance, a Substitute Performance Assessment form will be completed by the site administrator indicating the basis for the termination, a copy of which will be sent by the Office to the unit member. The site administrator, or his/her designee, shall, upon request of the unit member, discuss with the unit member the reasons for the Substitute Performance Assessment that resulted in termination.

7.4.1 Unit members may meet on unpaid time with the Director of Human Resources to discuss the factual basis for any termination.

7.4.2 Unit members may elect to arrange Union representation at the meeting with the Director of Human Resources.

7.4.3 The factual review of the Director of Human Resources and any decision concerning the factual basis for the termination following any such meeting shall be final and may not be appealed further.

ARTICLE 8 - DAILY ASSIGNMENT

Unit members may accept assignments on a daily basis for which they are qualified. At the discretion of the Office, unit members may be asked to go to another worksite/work location after arriving at their initial assignment. Unit members shall have the option of accepting the reassignment to the new location or not accepting and receiving two (2) hours of pay. Workers who accept a reassignment will be entitled to mileage reimbursed at the IRS allowable reimbursement rate.

ARTICLE 9 - HEALTH AND SAFETY COMPLIANCE

The Office and unit members shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulation adopted under state and federal law. Unit members shall not be required to work under unsafe conditions as described in state laws, regulations, and local ordinances, or to perform tasks that endanger their health and safety. No unit member shall be discriminated against as a result of reporting any condition believed to be a violation of health, safety, or sanitation laws or regulations.

9.1 Contagious Disease Notification and Medical Screening

Unit members will be notified in writing as soon as possible after discovery by management that a student or other worker has contracted or is carrying a contagious disease at their site. Unit members will be provided with medical screening at the expense of the Office for all contagious diseases in the manner provided in OP2380.

9.2 Precautions and Written Notification

Both parties agree that contagious diseases are a serious health concern faced by unit members. The Office agrees that it will take every precaution possible to protect unit members, including in-service education and written notification where legally permissible. Unit members are strongly urged to follow protocol to protect themselves and others.

9.3 Tuberculosis Test

Every unit member is required to undergo an examination to determine that the member is free from active tuberculosis at least once every four (4) years after initial employment, within the provisions of the Education Code. The Office shall maintain records on each unit member to comply with this Section.

ARTICLE 10 - CONCERTED ACTIVITIES PROHIBITED

During the term of this Agreement, the Union agrees and understands that there will be no strike, work stoppage, or slowdown.

The Office agrees that during the term of this Agreement there shall be no lockout of unit workers.

ARTICLE 11 – COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as mutually agreed upon by the parties or as specifically authorized herein.

ARTICLE 12 – SEVERABILITY

If, during the life of this contract, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the Office, which shall render invalid or restrain compliance with or enforcement of any provision of this contract, such provisions shall be immediately suspended and be of no effect hereunder, so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of part or a portion of this contract shall not invalidate any remaining portions that shall continue in full force and effect.

In the event of suspension or invalidation of any Article or Section thereof, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section thereof.

ARTICLE 13 -TERM

The provisions of this Agreement are effective as of September 18, 2006. This Agreement shall remain in full force and effect up to and including September 30, 2009 and from year to year thereafter; provided, however, that either party may serve written notice and proposals on the other at least ninety (90) days, but not more than one hundred-twenty (120) days prior to September 30 of each year of this contract.

In the second and third years of this Agreement, the parties may reopen negotiations on salary and two other articles of each party's choosing, provided, however, that the party desiring to reopen negotiations must notify the other party in writing no later than June 1 of each year in which the Agreement is to be reopened.



**ATTACHMENT 1
CLASSIFIED SUBSTITUTE HOURLY RATES**

Effective November 26, 2007

SUBSTITUTE JOB CLASS	HOURLY RATE
Sub/Relief Accounting Assistant I	\$19.88
Sub/Relief Accounting Assistant II	\$21.35
Sub/Relief Accounting Assistant III	\$25.09
Sub/Relief ASD Program Assistant	\$18.79
Sub/Relief Bus Driver	\$18.22 – \$21.56
Sub/Relief Camera Operator	\$21.80
Sub/Relief Child Care Center Assistant I	\$13.68
Sub/Relief Child Care Center Assistant II	\$14.62
Sub/Relief Cook	\$16.21
Sub/Relief CS Program Assistant	\$18.79
Sub/Relief EE Program Assistant I	\$18.79
Sub/Relief EE Program Assistant II	\$20.60
Sub/Relief Environmental Education Intern I	\$9.00
Sub/Relief Environmental Education Intern II	\$12.37
Sub/Relief Environmental Education Intern III	\$16.19
Sub/Relief Facility Worker I	\$16.60
Sub/Relief Facility Worker II	\$18.22
Sub/Relief Facility Worker III	\$20.42
Sub/Relief Food Service/Delivery Worker	\$14.15
Sub/Relief Instructional Aide - ASD	\$16.39
Sub/Relief ISB Program Assistant	\$18.79
Sub/Relief Lifeguard	\$11.82
Sub/Relief ME Program Assistant	\$18.79
Sub/Relief Office Worker I	\$16.19
Sub/Relief Office Worker II	\$18.54
Sub/Relief Office Worker III	\$19.88
Sub/Relief Office Worker IV	\$21.26
Sub/Relief Outdoor Recreation Assistant I	\$12.37
Sub/Relief Outdoor Recreation Assistant II	\$13.85
Sub/Relief Outdoor Recreation Assistant III	\$17.15
Sub/Relief SL/Classroom Interpreter (3.0)	\$22.64
Sub/Relief SL/Classroom Interpreter (3.5)	\$24.90
Sub/Relief SL/Classroom Interpreter (4.0)	\$27.16
Sub/Relief Special Education Aide	\$16.39

SEIU LOCAL 521 SUBSTITUTE WORKERS' UNIT

SIGNATURE PAGE

**FOR SEIU LOCAL 521
SUBSTITUTE WORKERS' UNIT**

Susan Strubbe, Internal Organizing Director

**FOR THE OFFICE OF THE SANTA CLARA
COUNTY SUPERINTENDENT OF SCHOOLS**

Laura Kidwiler, Assistant Superintendent

Alicia Salas, Manager, HR Benefits and Compliance

Richard Noack, Legal Counsel

**Ratified by Union:
May 7, 2008**

**Public Disclosure:
May 7, 2008**