



SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

and

COMMUNICATIONS WORKERS OF AMERICA

AGREEMENT

July 1, 2021 - June 30, 2024

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**San Bernardino City
Unified School District**



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Luis Chavez-Anders,
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**Communications Workers
of America**



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ARTICLE I – RECOGNITION

Section 1--CWA 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, long-term, resident, retired substitute teachers, and substitutes for Child Care Workers.

Section 2--Exclusions.

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

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
 Human Resources Division
 San Bernardino City Unified School District
 777 F Street
 San Bernardino, CA 92410

Union: President
 CWA, Local 9588
 190 West "G" Street
 Colton, CA 92324

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 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. Prior to the District contracting out for services, the District and the Union shall meet to explore, discuss, and consider options to fill the needs of service. 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 Civic 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 unit members. A notice must be dated and must identify the person and organization responsible for its promulgation. This space will be in the vicinity of other Unions notifications and be free of any obstruction.

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 translating 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. The District shall forward the forms to the Union and retain a copy. Each month the District shall provide by email, an updated list containing each substitute, his/her current address, telephone number, and email address.

Section 6--Copies of the Contract.

The District shall maintain a copy of the current Collective Bargaining Agreement along with any Memorandum of Understanding (MOU) on the District's web page. In addition, every year the District shall provide fifty (50) copies of the Collective Bargaining Agreement and MOUs to the Union's Vice President of Substitute Teachers.

Section 7--Pre-Service Orientation.

The District may conduct a required pre-service orientation for substitute teachers. The District shall provide the union forty-five (45) minutes on the agenda of any New Substitute Orientation meetings. Should the District need to exercise a certificated Reduction in Force in any given school year, one (1) special orientation meeting per year will be scheduled for teachers who have been laid off and who have chosen to substitute teach.

Section 8--Release Time.

A. A maximum of eighty-five (85) days per school year shall be granted with pay to union representatives to attend District-designated committees. Release time for

statutory representational time, such as negotiations, mediation, disciplinary meetings and attendance at grievance meetings hearings shall not be charged against release time as described in this section. Such release time shall not be used in furtherance of, or in connection with, a work stoppage or other refusal to work. This time may only be used when meetings are scheduled during times representatives might otherwise provide substitute service. Request for release time must be submitted to the District's Chief Human Resources Officer a minimum of two (2) work days prior to the requested time of release. The reason for release time shall be identified within the request.

- B. The Union shall notify the District in writing the name(s) of the bargaining unit member(s) eligible to be released under the provision of this section each July. Should the need arise to change eligible representatives, the District will be notified no less than five (5) days prior to the use of release time.

ARTICLE V - UNION SECURITY

Section 1--Payroll Deduction of Membership Dues.

Any union member 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 an assignment authorizing deduction of membership dues, initiation fees, and general assessments in the Union. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period that commences thirty (30) days or more after submission to the District's Payroll Office.

Section 2--Fair Share.

Any union 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. The service fee shall be payable to the Union in the same manner as required for the payment of membership dues, provided, however, that the union member may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article. In the event that a union member shall not pay such fee directly to the Union, or authorize payment 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 as set forth in Section 1 of this Article. There shall be no charge to the Union for such mandatory service-fee deductions.

Section 3--Alternate Payment.

In the event a union member cannot, 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 union member shall be required, in lieu of the service fee, to pay a sum equal to such service fee to either the Arrowhead United Way, Child Welfare Fund, 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 on an annual basis to the Union and District as a condition of continued exemption from the provisions of Sections 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled 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.

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, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator, or PERB order, judgment, 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 judgment 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 failing 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 - COMPLAINT PROCEDURES

Section 1--Investigations.

All—significant—complaints will be investigated by the District. Individual unit members who are the subject of a complaint that is of a significant nature, shall be informed of this complaint. Notification of the complaint shall also be made to the Union. Notification shall be made via email and regular US Mail to the Unit Member and Union.

In the case of signed written citizen complaints filed with the District's Human Resources office, a copy of the complaint shall be forwarded to the unit member and the elected union representative within five (5) working days via email and regular US Mail. The unit member shall be temporarily blocked from the SmartFindExpress system at a specific school or schools and/or the entire District pending investigation. The unit member may request a meeting to discuss the complaint with the assigned designee of the Assistant Superintendent, Human Resources. Following the investigation, the District will communicate its decision to the unit member as to whether or not he or she will be reinstated. Unit members may appeal the District's decision to the Assistant Superintendent, Human Resources.

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 – UNIT MEMBER’S RIGHTS

Section 1--Physical Examination.

The District will pay any or all fees charged by the District approved clinic for physical examinations and immunizations, x-ray or intradermal tests to detect Tuberculosis, as required by the District for union members. Union members who wish to provide x-ray or intradermal clearances from personal physicians may do so. Additional expense resulting from use of private medical facilities shall not be borne by the District. Such physical examination will be required at least once each four (4) years or more often if recommended by the San Bernardino County Health Officer.

Section 2--Removal From SmartFind System.

In the event a decision is made to remove a unit member from the SmartFind System, the District shall notify the unit member and the Union of the reason for removal within five (5) workdays from the date of the removal. If the unit member is not satisfied with the reason(s) provided, he/she may appeal the District’s decision to the Assistant Superintendent, Human Resources, or designee.

Unit members who work less than three days per month shall be subject to the notification of possible removal from the Smartfind System. Before removal, the District will notify CWA of said removal and unit members may appeal to the Assistant Superintendent, Human Resources or designee.

Section 3--Employee Property Reimbursement.

Union members shall be reimbursed in accordance with Board Policy 2005.1a and 2005.1b.

Section 4--Non-Discrimination.

Neither the District nor the Union shall unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, handicap, age, marital status, sexual orientation (as provided by the State and Federal Law), nor engage in any form of sexual harassment, nor on the basis of membership or lack of membership in an employee organization, nor from participation in lawful employee organization activities, or refraining from participating in employee organization activities.

Section 5--Personal Necessity Leave.

Unit members who have worked fifty (50) or more days in the academic school year, may be eligible for personal necessity leave. Unit members may use accrued sick leave in cases of personal necessity. The time used shall be deducted from and shall not exceed the number of full-paid days of sick leave to which the unit member is entitled. Personal necessity leave may be taken in half day increments.

A. Unit members may use all or part of annual personal necessity days for personal emergencies. The unit member is required to give the District as much advance notice as possible and submit a District form setting forth the reasons for the leave in order to receive payment. In extraordinary circumstances, the District may grant more than 24 hours of Personal Necessity Leave. Personal Necessity Leave for emergencies shall include any of the following:

- (1) The death of a relative who is not a member of the immediate family, a close friend, a District employee or student of a District school, or the death of a member of the unit member's immediate family.

(2) An unforeseen crisis involving the unit member's property or the person or property of a member of the unit member's immediate family. Such unforeseen crisis must (a) be serious in nature, (b) involve circumstances the unit member cannot disregard, and (c) require the attention of the unit member during such unit member's assigned hours of service.

(3) An illness, including pregnancy of unit member's spouse, of a member of the unit member's immediate family as defined above, serious in nature, which, under the circumstances, the unit member cannot disregard, and which requires the attention of the unit member during such unit member's assigned hours of service.

(4) Imminent danger to the home of a unit member occasioned by a factor, such as a flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.

B. Determination of what constitutes personal business for a given individual shall be the responsibility of that unit member. The unit member using Personal Necessity Leave for compelling personal business shall be required to file a written statement on a District form with Human Resources that such leave was not used for any of the following purposes:

1. Recreation.
2. Engaging in other employment, including self-employment, either direct or indirect.
3. Employee organization activity.
4. Work stoppage, strike, or other concerted activity directed against the District.
5. Any illegal activity.

A request for Personal Necessity Leave for personal business must be submitted on a District form to the unit member's supervisor and Human Resources department, three (3) workdays in advance of requested leave date, except where such advance notice is not possible due to circumstances beyond the control of the unit member. No more than five percent (5%) of the unit members at a work site may use Personal Necessity Leave for personal business on the same day. Such leave may never be used the first or last five (5) days of each semester, or the day before or after a scheduled holiday or recess.

C. In addition to the personal necessity days set forth in Section 5(A) above, unit members shall be entitled to use a portion of their accrued and available sick leave each school year, not to exceed the amount accrued during 1/2 of the employee's regular work year, to attend to an illness of a child, parent, spouse, or domestic partner of the employee pursuant to "Labor Code Section 233". In no case, shall the leave available under Labor Code 233, exceed four (4) days. The unit member shall not be required to secure advance permission of such leave, but will be required to submit a District form, identifying such leave as "Labor Code Section 233", setting forth the reason(s) for the leave in order to receive payment. The time used shall be deducted from shall not exceed available sick leave to which the unit member is entitled. As used in this Section the following definition shall apply:

1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.
2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Should Section 233 of the Labor Code be repealed, this provision of the contract will no longer be applicable.

D. Unit members will be subject to appropriate discipline if the Personal Necessity Leave was used for purposes other than verified on District forms.

Section 6--Health and Benefits.

- A. Qualified unit members will be offered health care according to Covered California Law and The Affordable Health Care Act.
- B. The District shall recognize and follow The Healthy Workplaces, Healthy Families Act of 2014 or the prevailing state or federal requirements.

ARTICLE VIII - PERSONNEL FILES

Section 1--Inspection.

Materials in personnel 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. The District will give access to the personnel file to the unit member within seventy- two (72) hours of request.

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 personnel files 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 personnel file. Additional copies will be provided at a cost of ten cents (10¢) per page.

Section 6--Derogatory Material.

Information of a derogatory nature, except material mentioned in Section 2 of this

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. All such material shall be signed and dated by the person who drafted the material.

Section 7--Confidentiality.

Material in personnel files shall be considered as confidential. Access to personnel 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. 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 Employee Relations. The log shall be available for examination by the union member or Union representative, if so authorized by the union member.

Section 9--Commendation Material.

Commendation material related to the unit member may be submitted to the Assistant Superintendent, Human Resources, for consideration to be included in the unit member's personnel files.

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 Equipment.

The District shall provide safety equipment reasonably necessary to permit unit members to perform assigned duties safely. This will include an adequate number of first-aid kits at each work location. Whenever possible and practicable, the District shall also provide substitutes a set of classroom, restroom and panic bar (hex) keys. This section will not be subject to the grievance procedure. Substitutes may be disciplined for the first set of misplaced keys.

Section 3--Student Behavior and School Information.

- A. A union member may exercise, during performance of his/her duties, the same degree of physical control over a pupil that a parent would be legally privileged to exercise; but in no event shall it exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. A union member is not required to place himself/herself in imminent danger of serious bodily injury in order to protect another employee or student from an assault.
- B. 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 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.

C. The District shall provide a substitute folder for each classroom. The substitute folder shall be maintained by the teacher and the onsite administrator. The substitute folder should include, as necessary:

- Emergency Lesson Plans
- Emergency Information
- Bell Schedules
 - Regular
 - Minimum
 - Modified
 - Inclement Weather
- School Map
- School Discipline Procedures
- List of Team and/or Buddy Teachers
- Current Class Roster
 - List of elementary students exchanged during the day;
 - Seating charts;
 - List of special needs students, interventions;
 - List of students who must leave class:
 - RSP
 - Music
 - Cafeteria workers
 - Special testing
 - Speech
 - Adaptive P.E.
 - Medications
- List of Whole Class Activities
 - P.E.
 - Library

- Assembly
- Site Phone Lists and Phone Use Instructions
- Referral Forms (High/Low)
- Substitute Feedback Forms
- Name and Role of Aides in the Classroom
- Release Process
 - Bus
 - CAPS
 - Walk
 - Parent pick-up
- List of areas to secure personal belongings

This section will not be subject to the grievance procedure.

Section 4--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 5--Safety Training.

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

Section 6--Disaster Service Worker.

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

Section 7--Safety Rules.

Union members must comply with all safety rules.

Section 8--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 9--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 an emergency including an updated phone list. When a substitute is assigned to a portable or physical education class without telephones, the District shall provide the name of a buddy teacher to contact in the event of an emergency.

Section 10--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, misinterpretation, or misapplication of a provision of this Agreement.
- B. Immediate supervisor is the lowest level administrator having jurisdiction over the grievant.
- 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 the 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. Level I: Any union member who has a grievance may reduce such matter to writing within ten (10) 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 an attempt to resolve the matter. Such meeting and a response in writing by the immediate supervisor will be made within ten (10) days after submission of the grievance into Level I. If the union member has proceeded through the steps outlined in Article VII, Section 2 – Removal from SPIN System, the ten (10) days will start after the union member has been notified by the supervisor of the outcome.

- B. 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 designee, and whomever else the Superintendent or his 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.
- C. Level III: 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 final and binding arbitration. Within ten (10) days following receipt of the Union's notice of intent to submit the grievance to arbitration, the District shall request the California State Conciliation Service to provide a list of seven (7) arbitrators from which the Parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator. 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 issues submitted to him/her and based upon the arbitrator's interpretation of meaning or application of the language of the Agreement. The arbitrators' decision shall be final and binding.

Section 4--Waivers.

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

B. Any of the levels or procedures 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. Whenever 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.

ARTICLE XI – WAGES

Section 1--Wage Rate.

All recognized unit member positions shall be paid according to Appendix A.

Section 2--Definitions.

Day-to-day Substitute/Rovers – Unit members that accept assignments to cover teacher absenteeism for a period of up to twenty (20) days. Unit member who works as a Day-to-Day Substitute and moves from classroom to classroom daily, or period by period, in an unspecified assignment at the discretion of the District/Site will be considered Rovers.

Long-term Substitute – Unit member that covers more than twenty (20) consecutive days taught in the same classroom assignment within a given school year. On the twenty-first (21st) day of the long-term assignment, and thereafter, the long-term substitute will be paid an additional amount as per Appendix A retroactive to the first day of the long-term assignment. The NCLB Act requires that Long-term unit members meet highly qualified teacher guidelines.

Site Resident Substitute – Unit member assigned to a particular school site that has committed to working a minimum of one hundred and seventy (170) days per school year. This unit member works at the discretion of the District.

District Resident Substitute – Unit member assigned at the discretion of the District to various sites. The unit member has committed to working a minimum of one hundred and seventy (170) days per school year. A District Resident Substitute may be assigned to the elementary level grade span, or secondary level grade span, or both.

Retired Teacher Substitute – Unit member who has retired from any California School District and has validated proof of such retirement.

Child Care Workers' Substitutes – Unit member who works in Infant-Toddler/Preschool/Daycare.

Section 3--Work Day.

- A. The designated work day for substitutes assigned to elementary schools shall begin when the regular teaching staff arrives and end at the teachers' designated time of departure.
- B. The designated work day for substitutes assigned to secondary schools shall begin ten (10) minutes prior to the regular teaching staff arrives and end ten (10) minutes before the teachers' designated time of departure at the end of the work day.
- C. The District may at any time designate the work day for Site Resident Substitutes, District Resident Substitutes, and Long-term Substitutes at secondary schools to begin when the regular teaching staff arrives and end at the teachers' designated time of departure.
- D. Unit members shall have a duty free lunch period of thirty (30) consecutive minutes or more which shall be set by the site administrator.
- E. Unit members who work less than four (4) hours shall be paid half of their daily rate. If the unit member works four (4) hours or more they are paid their full daily rate. Unit members shall not be paid more than their full daily rate in any given day unless approved by the Assistant Superintendent, Human Resources.
- F. Unit members who accept assignments after the beginning of the school day shall arrive at the school site within forty-five (45) minutes after accepting the

assignment. Those unit members that are unable to arrive by set time, may call the site to extend to sixty (60) minutes.

- G. Unit members must work a minimum of (twelve)12 days per quarter to qualify to attend professional development offerings. Days of work required for retired teachers collecting retirement benefits will be reviewed on a case by case basis.
- H. Unit members that decline then accept a position in the same day, more than four (4) times, will be removed/blocked from the SMARTFIND system. Unit members will be required to meet with a Human Resources representative prior to reinstatement. Union will be notified of the reinstatement within five working days.
- I. Unit Members must cancel by 7:30 pm prior to the day of the assignment. Unit members that cancel after that time, more than four (4) times, will be blocked from SMARTFIND. Unit members will be required to meet with a Human Resources representative prior to reinstatement. Union will be notified of the reinstatement within five (5) working days.

Section 4--District Identified Minimum Days.

- A. Unit members who work less than 3 ¾ hours will be paid half of their daily rate. If the unit member works 3 ¾ hours or more they are paid their full daily rate. If a unit member accepts a full day assignment, and elects not to work for the full day, the unit member will be paid a pro-rated hourly rate for hours worked.

Section 5--Preparation/Conference Period for Long-term Substitutes.

- A. Long-term substitute teachers are to remain on campus during any Preparation/Conference periods.

B. Long-term secondary substitutes shall be entitled to a preparation/conference period based on the following conditions:

(1) The preparation/conference period is available in the position to which they are assigned; and

(2) The long-term substitute is being required by the site administrator to prepare grades, attend meetings and/or in-services, prepare lesson plans, and/or conference with parents, and

(3) The onsite day-to-day substitutes are available to cover other classes as necessary during the long-term substitute's preparation/conference period.

C. Conference periods shall be used by the long-term substitute for grading or preparing grades, attending meetings and/or in-services, preparing lesson plans, and/or conferencing with parents.

D. Long-term substitutes who meet all of the conditions listed in "B" above and are required by the Principal or designee to teach during their preparation/conference period after the twentieth (20th) day of a long-term assignment shall be compensated at \$20.00 per period, effective after the twentieth (20th) day, and after the second (2nd) occasion, in that same long-term assignment. No preparation/conference period served under this section shall be retroactive for credit or pay to the first day of assignment.

E. The District will make every effort to limit the utilization of substitutes to cover during their preparation/conference period.

Section 6--Work Day Provisions.

The District may disallow unit members' access to SMARTFIND up to thirty (30) minutes prior to the students' start time.

Section 7--Teacher Development Program.

Resident substitutes, that have graduated from an SBCUSD high school, or CSU San Bernardino graduates who live within the boundaries of the District, may be eligible to apply to the Teacher Development Program, for the purpose of completing internship eligibility through their university; to prepare them for high demand, teaching positions within the district. The unit member may be eligible for reimbursement for up to twelve (12) units. The resident sub may be eligible for reimbursement for RICA and CSET assessments for up to one (1) time. Requests for reimbursement of tuition costs must be approved in advance by the Assistant Superintendent of Human Resources or designee.

In addition, applicants shall submit a description of the course(s) content and its applicability to an approved program of studies leading to a California teaching credential. Tuition for upper-division classes shall be limited to the amount charged by the California State University System. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "B" or better and verification of grade(s) and costs. The decision of the Assistant Superintendent or designee, shall be final and binding, and shall not be subject to the grievance procedure set forth in Article X.

Section 8--Virtual Learning.

1. The District shall provide, when requested by CWA members, with the devices and materials needed to deliver instruction while providing virtual learning.

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 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 member 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 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, or 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 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 XIV - SAVINGS

If any provisions of this Agreement are 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 XV - TERM OF AGREEMENT

Section 1--Duration.

Except as otherwise provided herein and in Section 2 below, this Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024, and from year to year thereafter, unless modified or amended pursuant to the following provisions.

Section 2--Reopeners.

During the 2022-2023 and 2023-2024 school years, the parties may mutually agree in writing to re-open wages and one (1) other article selected by each party. The Union may elect to meet and confer regarding health and welfare benefits.

The Union agrees to present its complete initial proposal to the District no later than the first regular Board meeting in March of each year.

Section 3--Successor Negotiations.

No sooner than March 1, 2021 and no later than April 1, 2021 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.

Section 4--Amendment.

This Agreement shall not be opened during the term of this Agreement except by specific references in this Agreement or by specific written mutual consent of the Parties.

San Bernardino City Unified School District
Substitute Teacher Daily Rates
Appendix A

EFFECTIVE July 1, 2021

<u>Classification</u>	<u>4 Hours or More</u>	<u>Less than 4 Hours</u>
Day to Day/ Rovers	\$154.56	\$77.28
Day 75 through 183	\$157.97	\$78.99
Long Term Substitutes	\$168.89	\$84.45
Day 75 through 183	\$171.95	\$85.98
 <u>Resident Substitute</u>		
Elementary	\$170.36	\$85.18
Secondary	\$182.55	\$91.28
 <u>District Resident Substitute</u>		
Elementary	\$170.36	\$85.18
Secondary	\$182.55	\$91.28
Retired Teachers	\$182.55	\$91.28
 <u>Child Care Workers</u>		
Long Term Child Care	\$119.95	\$59.98
Workers		

Unit Members who take preschool and /or Infant Toddler assignments will be paid \$17.14 per day.

Substitutes that obtain SBCUSD Certification will be paid a \$10.20 per day stipend for every day of service.

Certification will be awarded based on:

Three (3) consecutive years of SBCUSD substitute Experience with a minimum of 120 substitute days per year or 500 substitute days within the last five (5) years.

Fifty (50) hours of certification training as identified by the District.

Ten (10) hours of certification training will be counted for substitute teachers who can demonstrate subject matter proficiency in subjects needed by District students (e.g. Bilingual, Math, Special Education).

The District and CWA shall meet twice a year to discuss the fifty(50) hour Substitute Teacher Certification program. CWA shall have (three) positions on the committee, appointed by the union. The purpose of the committee is to review and discuss the certification courses and make recommendations to improve the program. Topics for the certification program may include, but not limited to CPI, PBIS, instructional strategies, common core, etc.