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Santa Clara County Office of Education

AGREEMENT

Between the

OFFICE OF THE
SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS
and the

LOCAL 521
SEIU
Stronger Together

LOCAL 521

SERVICE EMPLOYEES INTERNATIONAL UNION

SUBSTITUTE WORKERS' UNIT

September 1, 2024 – August 31, 2027

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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).

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.

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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, that 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.

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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, 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, home addresses, personal cellular and home phone numbers, work phone numbers, personal emails, work emails, worksite locations, 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, and June). The Office will provide the Union personal phone numbers and email addresses of unit members only to the extent that such information is in a database maintained by the Office. The Office is not required to collect such information if it does not otherwise need or use it.

3.3 Meeting Space

The Office, in accordance with administrative procedures governing the 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 the 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.

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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–Personnel Services 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

A representative or designee from the Union will be provided with access to onboarding orientations of newly hired unit members. If the onboarding process is simply the completion of required paperwork, then a Union representative or designee may talk to the unit member at that time and in that place. The Union shall be notified no less than one (1) business day in advance of any onboarding of unit member with the date, time, and location of assigned site(s) for the assigned week, to the extent known.

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ARTICLE 4 – UNION SECURITY

4.1 Membership Recognition
The Office agrees to send unit member's checkoff authorization info to the Union.

4.2 Reinstatement
Upon the reinstatement of any unit member, the Office will resume any unit member's checkoff authorizations.

4.3 Checkoff
The Union shall have the sole and exclusive right to have unit member checkoff authorization(s) deducted by the Office on payroll authorization forms for all unit members covered by this contract. The Office shall pay over to the designated payee within 15 days all sums so deducted.

(a) The Office shall honor the unit member's checkoff authorization, regardless of whether the unit member is a member of the Union unless notified by the Union that the unit member's authorization has been revoked.

(b) Deductions shall start the pay period after the Office receives notification of the authorization. The Office shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the unit member's earnings occurs.

(c) Requests to authorize dues/other deductions shall be directed to the Union rather than the Office. Requests to revoke or change the authorization shall also be directed to the Union rather than the Office.

(d) The Office shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the unit member.

(e) The Union shall not provide the Office a copy of the unit member's authorization unless a dispute arises about the existence or terms of the authorization.

(f) The Union shall indemnify the Office for any claims made regarding such deductions.

4.4 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.

4.5 Third Party Requests for Member Information
The Office shall immediately notify the Union of any third party requests for contract and/or biographical information about the bargaining unit members. The Office shall promptly provide the Union with a copy of the request and any materials submitted with the request.

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The Office shall provide the Union at least forty-eight (48) hours to review the request and provide input concerning the request prior to the Office responding to the request. The Office agrees to consider the Union's response prior to disclosing to a third party contact and/or biographical information about the bargaining unit members.

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ARTICLE 5 – WAGE PAYMENT

Effective September 1, 2024, bargaining unit members who substitute for Classified Employees or are limited term hourly employees will be paid as follows:

- Except as provided in the paragraph below, those who substitute for regular classified employees will be paid at an hourly rate that is 10% less than Step 1 of the classified bargaining unit salary schedule for the position for which the bargaining unit member is substituting.

- Limited term hourly employees in the following classifications will be paid a percentage of Step 1 for a designated regular classified position:

    - S/R Outdoor Recreation Assistant I: An hourly rate that is 35% less than Step 1 of the Outdoor Recreation Specialist position
    - S/R Outdoor Recreation Assistant II: An hourly rate that is 35% less than Step 2 of the Outdoor Recreation Specialist position
    - S/R Lifeguard: An hourly rate that is 35% less than Step 1 of the Outdoor Recreation Specialist position
    - S/R Camera Operator: An hourly rate that is 10% less than Step 1 of the School Site Technology Support Specialist position
    - S/R Program Assistant (Job Developer): An hourly rate that is 25% less than Step 1 of the Human Resources Specialist I position
    - S/R Research Assistant I: An hourly rate that is 53% less than Step 1 of the Research Analyst, Associate position
    - S/R Research Assistant II: An hourly rate that is 40% less than Step 1 of the Research Analyst, Associate position
    - S/R Technology Assistant I: An hourly rate that is 35% less than Step 1 of the School Site Technology Support Specialist position
    - S/R Technology Assistant II: An hourly rate that is 25% less than Step 1 of the School Site Technology Support Specialist position

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ARTICLE 6 – BENEFITS

6.1 Retirement Benefits

All unit workers who have reached one thousand (1,000) hours of time within the fiscal year worked will automatically begin contributing to the Public Employees Retirement System (PERS) upon satisfying the requirements for PERS membership as set forth in California Government Code section 20305 and any other applicable law, unless the unit worker has election rights and has elected to maintain membership and contribute to the California State Teachers Retirement System. Based upon the established regulations of PERS, every worker is required to contribute the percentage amount established by PERS of their monthly salary into the system. Additionally, the Office will contribute a percentage amount based on 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 Compliance with the Affordable Care Act (ACA)

For eligible unit members, the Office will contribute to the Bronze Health Plan premium or to an equivalent plan depending on availability, up to the same dollar amount as contributed to medical insurance premiums for full-time members of the regular classified employee bargaining unit. Eligible unit members must pay for the remainder of the premium cost for health coverage, in excess of the Office contribution, by payroll deduction. If the unit member has not worked enough in a payroll period to cover the cost of the employee contribution, the unit member must pay the remainder of the employee contribution by personal check to continue coverage. To determine eligibility for coverage as a full-time employee, the Office will use a look-back measurement period of up to twelve (12) consecutive months. A unit member will be considered to have satisfied the full-time status requirement if the unit member has worked an average of at least thirty (30) hours per week during the look-back period. Once a unit member is determined to satisfy the full time status requirement, the unit member will be considered full-time for a stability period of twelve (12) months, regardless of hours worked during this time. At the end of the stability period, the Office will again determine whether the unit member has satisfied the full-time status requirement.

6.4 Paid Sick Leave

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

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6.4.1 Unit members who have been scheduled and who have actually worked for thirty (30) workdays will be granted forty (40) hours of paid sick leave per fiscal year on July 1. After the 90th day of employment, Unit members may use sick leave and will be paid at the unit member's regular hourly rate. Unit members may use no more than forty (40) hours of paid sick leave per fiscal year.

6.4.2 Paid sick leave may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the unit member or a member of the unit member's family. The term "member of the unit member's family" includes children (biological, adopted, foster, step, legal wards and child to whom the employee stands in loco parentis), parents (biological, adoptive, foster, step, legal guardians and persons who stood in loco parentis to the unit member when the unit member was a child), spouses, registered domestic partners, grandparents, grandchildren and siblings or any other family member or designated person as defined by Labor Code section 245.5. Unit members may designate one person as a designated person per 12-month period under Labor Code section 245.5. Victims of domestic violence, sexual assault, or stalking may also take sick leave for any purpose permitted by law. Unit members who have been employed for at least thirty (30) days will be provided unpaid bereavement leave in accordance with Government Code section 12945.7. Paid sick leave may also be used for bereavement.

6.4.3 In order to use sick leave, the unit member must have been scheduled to work for the day the unit member is requesting sick leave.

6.4.4 Unit members desiring to use sick leave must provide the Substitute Services staff, and the work site when directed by the Office, with reasonable advance notice of their need for sick leave when the need is foreseeable and must notify the Substitute Services staff as soon as practicable if the need for sick leave is unforeseeable. Reasonable notice is defined as at least one (1) hour before their job start time.

6.4.5 Unit members may use accrued sick leave in minimum increments of two (2) hours.

6.4.6 The Office may take reasonable measures to verify that a unit member's use of paid sick leave is legitimate, including, but not limited to, requesting a unit member to provide documentation of his or her illness from a health care provider. Abuse of this policy may lead to disciplinary action, up to and including termination of employment.

6.4.7 Unused sick leave shall not carry over to the following fiscal year of employment and is not paid out at the conclusion of employment.

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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 (1) 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-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-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-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 Substitute 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.

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7.4.1 Unit members may meet on unpaid time with the Director-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-Human Resources.

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

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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.

Unit members have priority for choosing available and unfilled assignments listed daily on the substitute management system over contracted workers. The Office must post long-term assignments in the substitute management system so that they are available to substitute workers. Placement decisions will be made based on program needs.

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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 BP5141.22 and AR 4112.9.

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.

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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.

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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.

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ARTICLE 12 – SEVERABILITY

If, during the life of this contract, there exists any applicable law or any applicable rule, regulation, or order issued by a 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.

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ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 Intent

The Office and the Union recognize early settlement of grievances is essential to sound worker-employer relations. The Union and all unit workers have the right to utilize the grievance procedure for grievances as defined below. The Union and the aggrieved are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

13.2 Grievance Presentation

Unit workers shall have the right to present their own grievance or do so through a representative of the Union. If a grievant is represented by himself/herself, the Union retains the right to be present at any formal stage of the process as an observer. No grievance settlement may be made in violation of this contract, nor shall any settlement be made which affects the rights or conditions of other unit workers represented by the Union without notification to and consultation with the Union. No grievance may proceed to arbitration pursuant to Section 13.7.4 without the written consent of the Union.

13.3 Grievance Defined

A grievance is defined as an alleged violation, misinterpretation, or misapplication of this Agreement.

13.4 Day Defined

A "day" is any workday that the central administrative office of the Santa Clara County Office of Education is open for business.

13.5 Time Limits

Time limits may be extended or waived at any level only by written agreement of the parties involved at that level. If the Office fails to meet any of the time limits set forth in this Article, the grievance may proceed to the next level.

13.6 Union Representative – Release Time

Union representatives employed and recognized by the Office (Officers and Stewards) may assist workers in resolving grievances. Union representatives and grievant(s) may have reasonable release time to prepare and present grievances during regular work time.

13.6.1 Granting of Release Time

The Office shall grant reasonable periods of release time, and the Union shall make a good faith effort to request release time at least twenty-four (24) hours in advance, if possible, or as much in advance as reasonably possible.

13.6.2 Worker Release Time

The Union and the Office will cooperate in good faith to schedule release time so as to minimize the disruption of services without infringing on the worker's rights to breaks, off-duty periods, and meal periods.

13.7 Steps in the Grievance Procedure

13.7.1 Informal Discussion and Review

Before filing a formal written grievance, an informal discussion between a worker

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and the Substitute Services staff shall take place in order to resolve the issue. To initiate the grievance procedure at the informal level, the worker must tell a supervisor that the discussion is an informal grievance. The informal discussion must take place within ten (10) working days of the occurrence of the events or within ten (10) working days after the worker's or the Union's first knowledge of those events. The Director-Human Resources shall respond orally or in writing within ten (10) working days of the informal discussion.

13.7.2 Level I – Formal Procedure

If the grievant remains dissatisfied following the informal discussion and review, the grievant may submit a written grievance within ten (10) working days after the supervisor's response to the informal grievance to the department head and/or designee. The written request shall include a clear, complete statement of the grievance, including a statement of the facts on which it is based, the remedy desired, and the persons involved. The grievant shall submit the grievance directly to the Director-Human Resources who may hold a conference within five (5) working days of receipt unless there is a mutual agreement that more time should be allowed. The Director-Human Resources shall submit a written response to the grievant and the Union of the decision in the matter within (5) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance.

13.7.3 Level II – Assistant Superintendent – Personnel Services

If the grievant remains dissatisfied following the decision at Level I, the worker may submit the grievance within ten (10) workdays after receipt of the decision from Level I, requesting a review from the Assistant Superintendent-Personnel Services. The Assistant Superintendent-Personnel Services may hold a conference with all interested parties on the complaint within five (5) workdays of receipt unless there is a mutual agreement that more time shall be allowed. The Assistant Superintendent-Personnel Services shall submit a written response to the grievant and the Union of the decision in the matter within five (5) workdays after the conclusion of the conference or ten (10) workdays after receipt of the grievance.

13.7.4 Level III – Binding Arbitration

If the grievance is not resolved satisfactorily at Level II, the Union, within ten (10) working days, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator. It shall be the first order of business at the hearing or may be presented by written motion and/or supporting briefs submitted by the parties before the hearing date. The arbitrator shall confer with the Office and Union representatives and shall render a decision before proceeding to any other issue. If the grievance is found not to be arbitrable, no further proceeding shall take place.

13.7.4.1 Arbitrator Selection

The parties shall attempt to mutually agree upon an arbitrator within fifteen (15) working days after the Union gives notices that it is submitting the grievance to arbitration. If the two (2) parties fail to reach mutual agreement on an arbitrator within the fifteen (15) working days, the Union will submit a request–within fifteen (15) working days after giving notice that the grievance was being submitted to arbitration–to the State Mediation & Conciliation

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Service to provide a list of five (5) names of arbitrators who are experienced in public education in California. Each party will alternately strike from the list until only one (1) name remains. The order of striking will be determined by the year the grievance was filed; on odd numbered years, the Office will strike first, and on even numbered years, the Union will strike first. The Office shall reimburse 50% of the request fee to the Union within 30 working days of receiving the reimbursement request, which shall include the receipt–and confirmation of payment from–the State Mediation & Conciliation Service. The reimbursement request must be sent via email and either hand delivered or sent via overnight mail or some other mailing method where delivery can be tracked and must be to the attention of the Assistant Superintendent-Personnel Services.

13.7.4.2 Arbitrator Responsibilities

The arbitrator shall hold a hearing as soon as possible. Five (5) working days notice will be given to all parties of the time and place of the hearing. The arbitrator shall render a decision in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law, or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any decision recommendations for reimbursement for financial loss of wages, fringe benefits, or other non-financial remedies as judged to be proper. The arbitrator shall submit to all parties the findings and recommendations which shall be final and binding on both parties.

13.7.4.3 Arbitrator's Restrictions

Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, modifying, subtracting from, or adding to the provisions of this Agreement.

13.7.4.4 Fees and Expenses

The fees and expenses of the arbitrator shall be shared equally by the Office and the exclusive representative. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. If any grievance meeting or hearing shall be scheduled during the workday, any worker required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

13.7.4.5 Recording of Arbitration Hearing

Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expenses of such individual shall be paid by the requesting party or shared by the parties upon mutual agreement.

13.7.4.6 Grievance Documents

All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants as designated in this Agreement.

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13.8 General Provisions

13.8.1 Grievance Against Administrator Other Than Supervisor

A grievance involving an action by an administrator outside the department (i.e., leave requests, payroll errors, personnel matters) may be moved to Level II. The Union will send a copy of such grievance to the immediate supervisor of the aggrieved worker with a copy to the Director-Human Resources. At the Union's request, the Director-Human Resources will determine the appropriate placement of the grievance. The grievance time limits shall be suspended until a decision is made by the Director for the appropriate placement of the grievance. If no decision is made, the Union may proceed to the next level after fifteen (15) working days from delivery of the grievance to Level I.

If the Union and the Director-Human Resources, or the worker's designee agree in writing, the grievance may be moved directly to arbitration.

13.8.2 Combining Grievances

Similar grievances may be combined if the parties agree.

13.8.3 Discussion of all Issues and Remedies

Irrespective of the defenses of timeliness and/or arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level, prior to arbitration, without prejudice to those defenses.

13.8.4 Union's Right to File Grievance

To the extent provided by law, the Union may file grievances on its own behalf, on behalf of a particular worker or group(s) of workers without specifically identifying such worker or group(s) of workers.

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ARTICLE 14 – TERM

The provisions of this Agreement are effective as of September 1, 2024. This Agreement shall remain in full force and effect up to and including August 31, 2027, 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.

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SANTA CLARA COUNTY OFFICE OF EDUCATION SUBSITUTE SERVICES
SALARY SCHEDULE
Effective December 26, 2024
Updated 1/22/2025

Sub Job Code	Substitute Classification	Sub Rate
853008	Accountant I	$ 39.56
853024	Accounting Technician	$ 31.39
949221	ADA Support Assistant	$ 28.58
853048	Administrative Assistant II	$ 31.39
853056	Administrative Assistant IV	$ 38.66
866128	Bus Driver	$ 26.81
859002	Campus Monitor / Youth Advocate	$ 27.87
949587	Child Development Specialist	$ 38.66
853200	College Liaison	$ 33.62
867196	Cook	$ 26.81
866212	Custodian	$ 24.40
949592	Digital Media Operations Coordinator	$ 42.45
949591	Digital Media Operations Specialist	$ 37.76
949050	Educare Family Engagement Specialist	$ 35.19
949222	Education Interpreter I	$ 34.85
949223	Education Interpreter II	$ 42.01
949585	Environmental Ed Liaison/Recruiter	$ 31.39
949099	Environmental Ed Program Lead	$ 38.19
872308	Environmental Ed Specialist	$ 28.96
853342	Family Advocate Restricted	$ 33.62
948589	Family and Provider Specialist	$ 36.00
853348	Fiscal Technician	$ 29.24
867356	Food Service Assistant	$ 20.79
867956	Food Service Assistant/ Delivery	$ 22.28
853372	Graphic Designer	$ 38.66
949129	Health Technician-Environmental Ed.	$ 34.42
949584	Home Visiting Specialist (EHS)-Restricted	$ 31.39
949590	Human Resources Specialist I (ACS)	$ 32.11
853380	Human Resources Specialist II	$ 36.89
949595	Job Development Coordinator	$ 39.56
949603	Language Translator English/Spanish	$ 39.56
949604	Language Translator English/Vietnamese	$ 39.56
865440	Maintenance Custodian	$ 26.81
949588	Maternal Child Health Specialist	$ 36.00
949596	Migrant Ed. Prgrm-Comm. Liaison	$ 29.24
949605	Migrant Ed. Prgrm Recruiter	$ 36.00
852560	Occupational Therapist I (ACS)	$ 48.87
853568	Office Assistant II	$ 28.58
949601	Outdoor Recreation Specialist	$ 26.41
272313	Overnight Program Specialist, Env. Ed.	$ 31.72
872703	Paraeducator-AED	$ 25.22
872389	Paraeducator-SPED	$ 25.22
942705	Paraeducator-SPED ASL	$ 26.41
852612	Physical Therapist	$ 59.12
949598	Print Support Technician	$ 29.92
853668	Risk Management Specialist	$ 40.49
853672	School Office Coordinator AED/SpEd	$ 34.42
872702	Specialized Physical Healthcare Assist.	$ 28.96
853724	Staffing Specialist I, Human Resources	$ 32.11
949582	Teacher Assistant Educare	$ 21.09
872804	Teacher Assistant I	$ 21.09
872812	Teacher Assistant II	$ 22.51
949586	Technology Support Specialist	$ 40.49
949593	Warehouse Person/Delivery Driver	$ 26.17
949597	Wellness Center Liaison	$ 33.62

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Signature Page

OFFICE OF THE SANTA CLARA COUNTY SUPERINTENDENT OF SCHOOLS
AND
SEIU LOCAL 521 – SUBSTITUTE WORKERS' UNIT

FOR SEIU LOCAL 521
SUBSTITUTE WORKER'S UNIT

DocuSigned by:
Sarah Gianocaro
Sarah Gianocaro
SEIU Local 521 Chapter President

10/9/2025 | 9:35 AM PDT
Date

DocuSigned by:
Tammy Dhanota
Tammy Loredo-Dhanota
SEIU Local 521 Internal Organizer

10/9/2025 | 10:06 AM PDT
Date

FOR THE OFFICE OF THE SANTA CLARA SUPERINTENDENT OF SCHOOLS

Dr. David M. Toston, Sr.
County Superintendent of Schools

09/25/2025
Date

Roger D. Gallizzi
Interim Associate Superintendent – Personnel Services

09/25/2025
Date