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Previous Proposals

Initial UTLA proposal: 6/20/17

LAUSD counterproposal: 8/21/17

UTLA counterproposal: 9/15/17

**UNITED TEACHERS LOS ANGELES**  
**Bargaining Proposal**  
**February 1, 2018**

**ARTICLE XIX**

**SUBSTITUTE EMPLOYEES**

- 1.0 Salary and Benefit Provisions: The following substitute salary and benefit provisions are in effect for the 2004-05 school year only; salaries for 2005-06 are subject to reopener negotiations pursuant to Article XXXII.
- a. The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor. Substitute service salaries, including a base rate, incentive plan rate, continuity rate, Summer School & Intersession rate, Early Education & Development Center rate, and Adult Education rate, shall be paid in accordance with Appendix E of this Agreement.
  - b. Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be \$159.26 ~~\$195.73~~ per day effective July 1, 2004 ~~2017~~, and if the substitute serves in an extended status under Section 4.0, the daily rate shall be \$214.93 ~~\$260.97~~ per day effective July 1, 2004 ~~2017~~. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.
  - c. Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be \$214.93 ~~\$260.97~~ per day effective July 1, 2004.
  - d. Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by \$10 one hour of pro-rated pay per day effective the first day following the completion of service equivalent to 130 days during the school year.
  - e. Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid \$115.96 ~~\$139.06~~ effective July 1, 2004 ~~2017~~, for a normal summer school day of four hours, their regular substitute pay rates notwithstanding. If in extended status pursuant to Section 4.0, the extended rate shall be \$156.51 ~~\$187.67~~ per day for a normal summer school day. NOTE: Employees may have

assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day.

- f. ~~Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than \$139.37 per day effective July 1, 2004, except as provided in Section 2.0b.~~
- g. As of July 1, 2001, Adult Education employees hired prior to July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.
- h. Substitutes shall be entitled to annually participate in up to four (4) days of District professional development covering District programs at their daily base rate of pay for substitutes who worked 100 days in the prior year.

## 2.0 Paid Nonworking Days:

- a. The parties have agreed to a system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The system includes a "continuity rate increase," as described in Section 1.0d above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous Agreement was discontinued, effective November 4, 1983. Payment for Winter or Spring Recess was discontinued effective July 1, 1983.

Accumulation of paid illness allowance was discontinued effective November 4, 1983. However, any illness balance credited to a substitute employee may continue to be used pursuant to the provisions for its use in the 1980-82 Agreement.

- b. Accrual rate for paid nonworking days:
- (1) In lieu of the previous lump sum payments for paid nonworking days, substitutes who serve in place of employees paid on the Preparation Salary Table have had the accrual rate factor folded-in to their rate of pay as described in Sections 1.0 and 4.0.
  - (2) All other substitutes shall have the accrual rate factor folded-in to their rate of pay retroactively, after they have been in paid status as a substitute for the equivalent of 35 full-time days from the beginning of the school year. (The accrual rate previously paid to Adult Education Substitutes is eliminated effective June 30, 2001.)
  - (3) The above paragraph b.(1) is not applicable to contract employees on leave to serve as a substitute in a higher class. Such employees shall receive the rate of pay for the higher class in accordance with Article XIV, Section 9.0. Holiday and illness benefits shall be received on the same basis as a contract employee.

- e. Employees shall be granted up to forty-eight (48) hours of sick leave annually. Unused sick leave may be accumulated from year to year, with a maximum accumulation of seventy-two (72) hours.

4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same general education assignment or sixteen (16) consecutive working days in a special education assignment, in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as provided in Section 1.0b and c above retroactive to the beginning date of the assignment. Any mandated training required as part of the extended assignment shall be counted as a "consecutive day" for the purpose of meeting the consecutive day requirement. Days used by the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position.

4.1 A substitute may not be released from an assignment as the 21st day approaches in a general education assignment or the 17th day approaches in a special education assignment, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.

4.2 Substitute teachers who are assigned for ten consecutive days to a position in which the substitute teacher opens a class, or closes a class at the beginning of the school year end of a semester and summer session, shall be paid at the extended substitute rate.

5.0 Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the service calling areas (North, South, and Central) (North - 1, 2, 3, 4; South - 1, 2, 3; Central - 1, 2, 3) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the Service Calling Area but are subject to assignment to any school within the Service Calling Area and also, when necessary, may be assigned to any school in an adjacent calling area. Also, substitutes must be available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.

5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit automated calling system or Substitute Unit. The grade, subject matter, location, and address of the assignment, as well as

whether the assignment is for general education or special education, shall be made known to the substitute prior to acceptance. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit.

A substitute who should have been assigned, but was not assigned due to a computer, clerical, or technical error, shall be granted one of the following remedies, at the employee's option:

- a. A make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or
- b. Cancellation of an "unavailable" charged against the employee.
- c. A substitute who was physically injured during an act or acts of violence or threatened with an act of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

5.2 Substitutes who are assigned by the Certificated Substitute Assignment Unit have a right to work and be paid for the service they provide whether at the school site to which originally assigned or if necessary, to an alternate assignment specified by the District. If assigned to an alternate assignment, paid service time shall be reported from the time of arrival at the original school site. If a substitute declines an alternate assignment, the substitute shall not be entitled to pay for that day; however, such substitute shall not receive an unavailable.

- a. A written list of all ~~SBM (School Based Management)~~ schools with adjusted teaching schedules (daily or occasional longer or shorter teaching schedules, pursuant to their School Based Management plan) shall be provided to all substitute teachers.
  - (1) ~~Assignments to SBM schools with adjusted schedules will be offered in the same manner as to non-SBM other schools. No special "non-available" notation will be made as a result of an assignment offer to a S.M. school with an adjusted schedule.~~
  - (2) ~~The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater. Pay for substitutes at such schools will not be adjusted to reflect the revised schedules.~~

5.6 Standby Lists: A substitute may be changed from any high priority to the substitute unit's "standby list" for any of the following causes:

- a. Receipt of the second report of late arrival in any one semester, or traditional calendar summer recess period, which has been determined to be the fault of the substitute;
- b. Receipt of the second "Inadequate Service Report" in any one semester or traditional calendar summer recess period; or
- c. Ten "unavailable" in any one semester, or four during traditional calendar summer recess period. Off-track teachers shall be permitted not more than three in each off-track period. An "unavailable" will be posted each time a substitute:
  - (1) Refuses an assignment within the geographic limits set forth in 5.0 above that is less than ten miles from their residence. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for an assignment of less than a full day or was more than ten miles from their residence.
  - (2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:
    - (i) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment;
    - (ii) If the substitute has already served ten consecutive days in the assignment; or
    - (iii) If the assignment is for a subject field other than that designated on their availability form.
  - (3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of Children's Early Education Centers, the hours are 7:30 a.m. to 9:30 a.m.
  - (4) Has a busy telephone line during two attempted calls during the hours specified in (3).
  - (5) Declares unavailability. However, if the substitute satisfies the District that the unavailability was for more than one day because of a continuing illness, (or compelling personal reason), only one "unavailable" will be charged for that period.
- d. A substitute who was physically injured during an act or acts of violence or threats of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

- 6.0 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call the school upon accepting the assignment in order that appropriate interim coverage arrangements can be made at the school. A substitute shall not be considered late if their arrival time does not exceed one hour from the time the substitute accepted the assignment. If a regular teacher in a secondary school is doing replacement service for the class of a late arrival substitute, the regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.
- 7.2 A substitute is guaranteed a minimum six hours pay for all full day assignments, including banked Tuesdays. A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated, including the teaching or coverage of a class in lieu of a preparation period, (e.g., UTP duties) will be paid for an additional hour of work. ~~shall be time reported for the full time of the additional assignment. required to in a middle school or high school assignment shall paid for~~
- 7.3 Regular and off-cycle pay stubs for substitutes shall provide the date and location for every hour of paid service.
- 8.0 Release from Assignment: Any employee serving as a substitute may be released from a particular substitute assignment by the immediate administrator or designee at the end of any working day. The official daily service slip completed by the office manager or designee, and reflecting hours worked, shall indicate whether the substitute has been held over or released from the assignment. This procedure shall not be applicable to substitutes serving in extended substitute assignment status.
- 8.1 Job Cancellation: Substitutes who have accepted jobs that are subsequently cancelled after 6:30 am on the day of the assignment, shall be fully compensated for the assignment. This provision does not include jobs cancelled by the substitute.
- 9.0 Duties: A substitute is expected to perform in a competent manner all of the regular Instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an Inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to:
- a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;
  - b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;
  - c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;

- d. Account for pupil attendance as prescribed by the school (if no computer or internet access is available, then a signed attendance sheet submitted by the substitute will be accepted by the attendance office);
  - e. Conduct class and enforce rules in accordance with school and Board of Education policies;
  - f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;
  - g. Leave classroom in good order with a summary of the day's accomplishments;
  - h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.
- 10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), available administrative support for disciplinary issues, IEP and 504 plan information, and security and emergency plans.
- 12.0 Separate calling lists shall be maintained for Development Centers and ~~Children's~~ Early Education Centers.
- 13.0 ~~Remote Telephone Call Forwarding Toll Free Calling Service: Additional telephone lines will be established for the North Service Area and South Area with remote call forwarding service to the Central Substitute Assignment Unit in order to minimize employee telephone charges~~ The District shall maintain a toll free telephone line.
- 14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit, or to the automated calling system. Changes to the automated calling system shall preserve the notification requirements in this Article.

