

Memorandum of Understanding
Between
Salinas City Elementary School District
And
United Substitute Teachers' Union
RE: REVISED SUBSTITUTE TEACHER SICK LEAVE BENEFITS

Whereas, the Salinas City Elementary School District ("District") and the United Substitute Teachers' Union ("USTU") Collective Bargaining Agreement includes language regarding earned sick leave for Substitute Teachers; and, whereas, SB 616 went into effect January 1, 2024, amending California's paid sick leave law; therefore, the District and USTU agree to the following terms:

1. All substitute bargaining unit members employed by the District for thirty (30) days or more within an academic school year and employed as a substitute bargaining unit member by the District on or after July 1, 2015, shall receive District-paid sick leave.
2. Such bargaining unit members shall earn one (1) hour of paid sick leave for every thirty (30) hours worked. Accrual begins on the first day of employment.
3. A substitute bargaining unit member shall be entitled to use in one (1) school year up to five (5) days of accrued leave. A substitute bargaining unit member shall be entitled to use accrued, paid sick leave beginning on the sixtieth (60) day of District employment, after which day the substitute bargaining unit member may use paid sick days until the last day of the academic year.
4. Accrued paid sick leave may be used in minimum increments of two (2) hours or one (1) full day equal to six (6) hours.
5. Accrued paid sick leave may be carried over from school year to school year beginning January 1, 2024, provided that an employee's total accrual of paid sick leave cannot exceed ten (10) days. For accrued paid sick leave hours, the District shall make payment to the member on the supplemental payroll date following the last instructional day of the school year, unless the employee elects to carry over the accrued paid sick leave. The employee shall notify the District by May 15 of their choice to carry over paid sick leave into the following school year.
6. Substitute bargaining unit members shall inform the District at least forty-eight (48) hours in advance of a planned absence by completing and submitting a cause of absence form. This forty-eight (48) hour notice and completion of the cause of absence form does not apply to unplanned absences. However, the substitute bargaining unit member shall provide notice of the need for the leave as soon as practicable.
7. Substitute bargaining unit members assigned to a designated long-term assignment shall maintain their long-term assignment longevity and long-term rate of pay when accessing their accrued sick leave benefits.
8. This MOU is non-precedent setting.
9. This MOU shall not expire. The parties will negotiate this article in the SCESD/USTU Contract in the following negotiation cycle.

For the District:



Susana Mancera, Assistant Superintendent,
Human Resources

Date:

1/29/2025

For USTU:



Kati Bassler, President

Date:

1/29/2025