

**ARTICLE XXVI - CONTRACT AGREEMENT FOR SUBSTITUTE BARGAINING
UNIT MEMBER**

The Salinas Union High School District (District) and the Salinas Valley Federation of Teachers (SVFT) agree to the following in the provision of certificated substitute services for the District.

The following Contract language shall become Article XXVI of the SVFT-SUHSD Contract and shall be the only provisions of the Contract applicable to substitute bargaining unit members.

A. WAGES

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The regular daily rate paid to a substitute bargaining unit member for teaching a full day shall be shown on the certificated salary schedule.

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1. In the event that the substitute bargaining unit member is assigned to substitute for a bargaining unit member who is on a long-term leave of absence (at least twenty-five (25) consecutive days), the substitute bargaining unit member shall be paid the negotiated sub rate as presented in Appendix C retroactive to the first day of the assignment. Retroactive pay is paid the month following service.
 2. A substitute bargaining unit member who has substituted for the District for fifty (50) cumulative days in one (1) school year shall be paid a one-time bonus of \$500.00. A substitute bargaining unit member who has substituted for the District for one hundred (100) cumulative days in one (1) school year shall be paid an additional one-time bonus of \$500.00. Substitute bargaining unit member who attend the substitute bargaining unit member in-service meeting shall have that day count as one (1) of the fifty (50) days within a school year. Accumulated days do not carry over to the next school year.
 3. A substitute bargaining unit member who works a partial day of no less than three and one-half (3.5) hours (one-half (1/2) the daily assignment) shall have those hours count towards a full day of credit as accrued days of service. Accumulated hours do not carry over to the next school year.

B. CREDENTIALING REQUIREMENTS

The following credentialing requirements apply to the use of certificated substitutes in compliance with the California Commission on Teacher Credentialing, the Administrator's Assignment Manual (Section H. Substitute Teaching), the California Administrative Code, Title 5, Education, Sections 80025, 80026, and the California Education Code, Sections 44225 and 44254.

1. Bargaining unit members employed under the "30-day Substitute Emergency Permit" can substitute no more than thirty (30) days for any one (1) bargaining unit member in the same school year.
2. Bargaining unit members holding a regular teaching credential who substitute in an area not covered by their regular credential can substitute only thirty (30) days for any one (1) bargaining unit member in the same school year, except in Special Education classes where they can substitute for a maximum of twenty (20) days for any one (1) bargaining unit member in the same school year.
3. Bargaining unit members who substitute in a subject not covered by their regular credential are eligible to substitute on a long-term assignment of over thirty (30) days only if they have completed fifteen (15) units in that subject area, met all current CCTC substitute credentialing requirements, and hold at least a Bachelor's Degree.

C. HOURS

1. A full-time daily assignment for a substitute bargaining unit member shall be seven (7) hours and four (4) minutes on site, unless otherwise negotiated for the grades 7-12 programs, which shall include six (6) teaching periods or equivalent block schedule at a comprehensive high school or at a middle school; all minimum days, collaboration days, and days restructured for professional development, testing, or other school activities. A full-time daily assignment at Mt. Toro High School, El Puente High School, Mission Trails Regional Occupational Center, Salinas Adult School, or Carr Lake Community Day School shall be subject to assignment by the site administrator. Substitute bargaining unit member shall be provided

with a thirty (30) minute duty-free lunch. Partial day assignments for accrual purposes apply as above.

2. In the interest of maintaining a viable substitute bargaining unit member roster within the District contracted substitute management system, all substitutes must work at least eight (8) cumulative days in each semester through the District contracted substitute management system in order for the substitute bargaining unit member to receive a Reasonable Assurance of Employment notice from Human Resources for the following school year.
3. The District shall maintain a separate list of bargaining unit members who do not wish to be included on the daily call list in the substitute management system. These bargaining unit members shall not be subject to the minimum days of service requirement as stated in C.2 of this Article.
4. These bargaining unit members may be specialized bargaining unit members who seek long-term assignments in a unique credential area. Unique assignments include, but are not limited to, long-term assignments for leaves of absences such as maternity/paternity leaves and those assignments that require specialized credentialing and/or experience or substitute bargaining unit members who are willing to substitute at a particular school site to fill an emergency need on an occasional basis.

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D. FULFILLMENT OF ASSIGNMENTS

A substitute who accepts an assignment and cancels (even if they accept another assignment on the same day) or fails to complete the assignment on more than two (2) dates shall not receive a Reasonable Assurance of Employment for the following school year under subsection C.2. and shall be removed from the substitute list for the remainder of the school year with the exceptions of the following criteria:

1. The District has been notified by the substitute at least one (1) week in advance of the rejection of the scheduled assignment. There shall be no consequences for a substitute bargaining unit member who cancels a scheduled assignment at least one week in advance of the scheduled start date.

OR

2. If a physician verification of illness is received within three (3) working days of the starting date scheduled assignment. Substitute bargaining unit members may cancel an assignment due to personal illness up to 6:00 PM prior to the starting date of the scheduled assignment. However, after two (2) cancellations due to personal illness within a given school year, the District may request verification by a physician within three (3) working days of the start date of the cancelled assignment. No more than three (3) rejections of an assignment may be made due to illness verified by a physician within one (1) school year.

E. DISCIPLINARY PROCEDURE

1. The District shall follow the procedure set forth below unless the conduct is sufficiently serious to warrant more immediate action.
2. A formal complaint regarding any infraction committed by a substitute bargaining unit member must be submitted in writing to the site administrator or designee. Examples of complaints may include but are not limited to:
 - a. District or teacher bargaining unit member's Discipline standards not maintained
 - b. Failure to complete daily lesson plans without mitigating circumstances
 - c. Failure to cover the regular teacher bargaining unit member's "other contractual duties" specified in the lesson plan
 - d. Use of abusive, intimidating, or foul language
 - e. Use of physical restraint or force not in accordance with Education Code
 - f. Dereliction of supervisory duty
 - g. Violations of California Education or Criminal Code
 - h. Violations of Board Policy
3. Within ten (10) working days of receipt site administrators shall inform the substitute bargaining unit member that there has been a complaint filed and shall schedule a meeting within five (5) working days, pending the substitute bargaining unit member's availability, to address the complaint. Until the meeting occurs, the substitute bargaining member may be blocked from substituting at the school site

or substituting for the bargaining unit member who filed the complaint.

4. Potential resolutions may include but are not limited to the following:
 - a. A verbal warning
 - b. A meeting with the complainant member to address concerns
 - c. A written reprimand
 - d. A temporary block from the site or complaining bargaining unit member's classroom
5. Site Administration shall report all complaints and resolutions to the Human Resources Office.
6. If three (3) complaints are received from any site, or if any single complaint is deemed serious enough to warrant more serious disciplinary action, the substitute shall be required to meet with the Assistant Superintendent of Human Resources or designee. Within ten (10) working days of receipt of the 3rd complaint, or single serious infraction, the Assistant Superintendent of Human Resources shall inform the substitute bargaining unit member and schedule a meeting within five (5) working days, pending the substitute bargaining unit member's availability. Until the meeting occurs, the substitute bargaining member shall be blocked from substituting at the school site or substituting in the district. The Assistant Superintendent of human Resources may take one or more of the following actions, including but not limited to:
 - a. Additional training
 - b. A letter of reprimand
 - c. A block from a specific site or the district for a set period
 - d. A permanent block from a site
 - e. Release from employment as a substitute

7. Blocks:

A block is the prohibiting of a substitute bargaining unit member to work at one or more school sites as a result of disciplinary action(s).

Blocks shall be instituted according to the following criteria in the

Substitute Bargaining Unit Member Disciplinary Procedure outlined in Article XXVI.E above:

F. EVALUATION

A substitute bargaining unit member shall submit a daily report on form HSD-62, including documentation regarding the completion of the lesson plan, if provided.

G. HEALTH AND WELFARE BENEFITS

A substitute bargaining unit member may at their own expense participate in the District's group dental and vision insurance program by paying the cost of coverage to the District.

H. RELEASE OF SUBSTITUTES

The District has the right to release a substitute at any time from the District employment at its discretion. (Administrative Regulation 4121, Education Code 44953)

I. APPLICATION OF SVFT 7-12 COLLECTIVE BARGAINING AGREEMENT

The only provisions of the Collective Bargaining Agreement between SVFT and the District that apply to the substitute bargaining unit member shall be:

1. Article III - Grievances: Substitute bargaining unit members may utilize Article III-Grievance Procedures only up to and including Level III as expressly provided herein.
2. Article VIII - Union Membership, Dues, Access to Employee Information and Onboarding
3. Article XV - Safety Conditions of Employment
4. Appendix A - Bargaining Unit
5. Appendix B - Substitute Teacher Salary Schedule
6. Appendix G - Assault on Staff

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J. RETIRED TEACHERS FROM SVFT LOCAL 1020:

1. Those bargaining unit member who retired from the District and are currently receiving benefits from the State Teachers' Retirement System or Public Employees Retirement System and whose most recent overall evaluation rating was "Proficient" or better shall be automatically included on the list of District substitute bargaining unit member upon written request from such bargaining unit member to the Assistant Superintendent of Human Resources, in compliance with the State Teachers Retirement System. Bargaining unit member who retired under threat of discipline shall not be included under this subsection.

K. SICK LEAVE:

1. The District shall front-load paid sick leave credit as allowed by Labor Code section 246. A bargaining unit member who worked for the District for thirty (30) or more days during a single school year shall be granted forty (40) hours of paid sick leave on the first day of the following school year. A bargaining unit member who has not previously worked for the District shall be granted forty (40) hours of paid sick leave after working for the District for thirty (30) days in the school year in which they are hired.
 - a. Sick leave can only be taken when a job is scheduled by a substitute bargaining unit member, and the substitute bargaining unit member cancels the scheduled job for reasons related to illness.
2. A new substitute bargaining unit member may use paid sick hours beginning on the thirty-first (31st) worked day of employment.
3. Beginning July 1, 2025, and all following years, no paid sick leave shall be accrued or carried over to a subsequent year, and all paid sick leave must be used before the end of the school year.
4. Accrued paid sick leave may be used in increments of no less than two hours.
5. Substitute bargaining unit members shall inform the District at least forty-eight (48) hours in advance for a planned need for paid sick leave by completing and submitting a cause of absence form. This procedure does not apply to unplanned absences. If the need for paid sick leave is unforeseeable, the substitute

bargaining unit shall provide notice of the need for the leave as soon as practicable.

6. 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.

L. THIS DOCUMENT SHALL BE THE EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT AFFECTING SUBSTITUTE BARGAINING UNIT MEMBERS.