COLLECTIVE BARGAINING AGREEMENT

Between
The Cambrian School District
and
California School Employees' Association,
Chapter 641

July 1, 2025 - June 30, 2028

Table of Contents

Table of Contents 2
ARTICLE I: Recognition 3
ARTICLE II: Organizational Security and Dues Check Off 4
ARTICLE III: Personnel Records 5
ARTICLE IV: Organizational Rights 6
ARTICLE V: Maintenance of Membership 9
ARTICLE VI: Evaluation Procedures 10
ARTICLE VII: Scheduled Holidays 12
ARTICLE VIII: Leaves 14
ARTICLE IX: Work Year/Hours and Overtime 23
ARTICLE X: Vacation 28
ARTICLE XI: Salary 30
ARTICLE XII: Grievance Procedures 32
ARTICLE XIII: Fringe Benefits 36
ARTICLE XIV: Safety 38
ARTICLE XV: Transfer and Filling of Vacancies 39
ARTICLE XVI: Support of Agreement 40
ARTICLE XVII: Effect of Agreement 41
ARTICLE XVIII: Concerted Activities 42
ARTICLE XIX: Savings Clause 43
ARTICLE XX: Completion of Meet and Negotiation 44
ARTICLE XXI: District Rights 45
ARTICLE XXII: Layoffs 46
ARTICLE XXIII: Term of Agreement 48
ARTICLE XXIV: Professional Development 49

ARTICLE I: Recognition

1.1 The District hereby acknowledges that the California School Employee Association (CSEA) and its Cambrian chapter, 641, is the exclusive bargaining representative for all classified employees holding those positions as listed in Appendix A. Appendix A also lists the excluded positions and categories described as Management, Confidential/Supervisory, Noon Duty Supervisors, and Substitutes and is attached hereto and incorporated as part of this agreement.

ARTICLE II: Organizational Security and Dues Check Off

2.1 Membership and Dues Deduction:

2.1.1 District shall refer all employee questions about CSEA or dues over to the designated CSEA representative.

2.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.

2.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2.2 Dues Deduction:

2.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

2.2.2 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

2.2.3 There shall be no charge by the employer to CSEA for regular membership dues deductions.

2.3 Membership Information

2.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

2.3.2 The District shall use its best efforts to filter out SPAM from reaching bargaining unit members' inboxes.

ARTICLE III: Personnel Records

3.1 Materials in personnel files, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.

3.2 Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved; were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

3.3 Every employee 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.

3.4 Information of a derogatory nature, except material mentioned in Section 3.2, shall not be entered or filed unless and until the employee 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. Such review shall take place during normal working hours, and the employee shall be released from duty for this purpose without salary deduction.

3.5 Any person who places written materials or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel record shall indicate the date of such placement.

ARTICLE IV: Organizational Rights

4.1 The Exclusive Representative shall be entitled to the following:

4.1.1 The rights of access at reasonable times to areas in which classified employees work so long as it does not interfere with the work of employees.

4.1.2 Reasonable access to the District bulletin boards for collective bargaining purposes. All postings must have the name of the organization posting it, the authorization of the President of the Association, date of the posting, and the posting cannot contain information of a derogatory (demeaning or belittling or a personal nature) or defamatory nature against any employee, Board member, or other person.

4.1.3 The right to use without charge District equipment and buildings at reasonable times upon seeking and obtaining prior approval.

4.1.4 The right to review classified employee personnel records or other records dealing with classified employees when accompanied by the employee or on presentation of a written authorization signed by the employee.

4.1.5 The right to be supplied with a complete "hire date" seniority roster of all classified unit employees within fifteen (15) days of the effective date of this Agreement and notification when new bargaining unit employees are hired or changes of position takes place affecting classified bargaining unit employees. Subsequent seniority rosters will be due to the Association on June 1.

4.1.6 Upon request, the right to receive one (1) copy of non-confidential or financial material submitted to the Governing Board at a public meeting.

4.1.7 The right to review at reasonable times any other public information in the possession of or produced by the District that may be appropriate for the Association to fulfill its role as the exclusive representative.

4.1.8 A reasonable amount of released time (8 hours combined) per grievance and grievance processing.

4.2 Restriction on District Negotiations and Agreements

The District shall not enter into any agreement with any other organization on any matter, which conflicts with any provision in this contract that directly affects unit members.

4.3 Distribution of Contract

Within thirty (30) days after the execution of this contract, the District shall duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. New unit members shall be given a copy within fifteen (15) days of employment. The District shall provide each employee in the unit without charge a copy of any written changes agreed to

by the parties to this Agreement during the life of this agreement.

4.3.1 At the request of either party, the parties agree to form a committee to review and possibly rewrite the bargaining unit job descriptions.

4.4 Release Time for C.S.E.A. Officers

4.4.1 The California School Employees Association Chapter Officers shall be provided up to three (3) hours per month of paid release time in order to conduct Association business.

4.4.1.1 Pursuant with Government Code Section 3543.1(C), a reasonable number of CSEA representatives shall be allowed release time without loss of compensation when meeting and negotiating and for the processing of grievances.

4.4.1.2 Negotiating team members who are currently working an evening shift, shall have time negotiating during the day deducted from their evening shift on that day.

4.4.2 In addition to the three (3) hours described in 4.4.1, the CSEA Chapter President shall be provided up to 15 hours per year of paid release time in order to meet with new District classified employees. This additional release time is only available in months when new hires have been made.

4.4.2.1 This time is intended to allow CSEA an opportunity to meet with new District classified employees upon hire in order to provide them with information about CSEA membership.

4.4.2.2 Prior approval from the President's site administrator is required.

4.4.2.3 If the President is not a full time employee, this leave may be taken outside of the President's normal work hours with compensation.
A time card shall be submitted to Personnel Services no later than the tenth of each month for the previous month.

4.4.2.4 Each month, the District shall email the CSEA President a list of new classified employees who have completed the hiring process.

4.4.3 Unit members who normally work past 4:00 p.m. shall be allowed to leave work to attend the CSEA general membership meeting each month as described herein.

4.4.3.1 Unit members must make up paid time used.

4.4.3.2 Unit members may use their break/lunch periods, as part of their time needed to attend such meetings.

4.4.3.3 Unit members shall be required to sign in and out of the union meeting on a form provided by CSEA and make available to the District upon request.

4.4.3.4 Union meetings as described herein shall not begin before 4:00 p.m.

4.4.3.5 The employees will be responsible to make up this time with approval on how time will be made up through their supervisor.

4.5 Two elected delegates from CSEA Chapter 641 shall be granted time away from duty in the Cambrian School District without loss of pay or vacation to attend the annual CSEA Conference for not more than five (5) days each.

4.6 The District shall consult with CSEA prior to adoption of the calendar.

ARTICLE V: Maintenance of Membership

5.1 Maintenance of Membership: Each employee covered by this agreement, who on the effective date of this agreement is a member or service fee payer of C.S.E.A., and each employee covered by this agreement who becomes a member or service fee payer after that date, shall maintain his/her membership in C.S.E.A. during the term of this agreement.

5.2 Check Off: CSEA shall have the sole and exclusive right to have membership dues and/or fees deducted by the District on payroll authorization forms for all classified employees covered by this agreement, and such deductions as to any employee in the bargaining unit shall not be permissible except to the exclusive representative. The deduction shall not be revocable except for the period of thirty (30) days prior to the expiration of the contract.

5.3 C.S.E.A. shall indemnify and hold the District harmless from any and all claims, demands, and suits, or any other action arising from maintenance of membership as provided herein.

ARTICLE VI: Evaluation Procedures

6.1 All classified and part-time employees shall be formally evaluated on a regular basis by their immediate supervisor based on direct observation and knowledge of the evaluator. The official evaluation form, as approved by the Governing Board, shall be the sole form used for this purpose.

6.2 Evaluation is a means of pointing out to an employee his/her strengths and weaknesses and giving him/her ample opportunity to improve in weak areas.

6.3 Permanent-All permanent employees shall be evaluated at least once each year not later than May 1. Prior to the annual evaluation, the evaluator and unit member shall meet and mutually agree on goals and individual growth areas related to the specific duties of the unit member's position to be addressed in the annual evaluation. The supervisor shall give the employee advance notice of the goal setting meeting. The evaluator will identify support and professional development opportunities to assist the unit member in meeting their goals. A unit member's progress toward or attainment of a goal may be acknowledged in the annual evaluation.

This section does not preclude an unscheduled evaluation at any time at the discretion of the employee's supervisor. If, however, an unscheduled evaluation is scheduled, the employee's supervisor will attempt to give the unit member 72 hours' advance notice of the evaluation.

The evaluation will be rendered in writing. When a unit member has been evaluated as unsatisfactory, the evaluator must specify a remediation plan on the form or with attachment. The remediation plan may reference District support provided through the goal setting process, if related to the remediation plan. Within three (3) months of the formal evaluation, the evaluator and unit member must meet again regarding progress toward remediation if any.

The Supervisor may elect to evaluate permanent unit members every other year, for unit members who receive overall performance rating on their annual evaluation of "Exceeds Requirements".

6.4 The probationary period of all members of the classified service shall be six (6) months of actual service which shall be deemed to include days of loss of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Section 45191 of the Education Code. Probationary employees shall be evaluated at the end of their 2nd and 5th month of employment.

During the probationary period any employee in the classified service shall be subject to release without cause.

6.5 After an employee receives an evaluation, the evaluation will not be placed in the employee's district personnel file until after ten (10) working days. The employee shall have the right to respond to any derogatory evaluation in writing and have said response attached to the evaluation.

If the employee does not agree with the evaluation, the employee may, within ten (10) days of

the conference, prepare a written statement detailing the matters in disagreement. Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments. The review shall take place during normal business and the employee shall be released from duties for this purpose without salary reduction.

Employees shall have the right to review their personnel records during their own time, not during their work hours.

Nothing in this section shall entitle an employee to review ratings, reports, or records that were obtained prior to the employment of the person involved; were prepared by identifiable examination committee members; or were obtained in connection with a promotional examination. (Ed Code 44031(b) (1, 2, 4))

6.6 Evaluations shall be considered in:

Determining status of probationary employees
Approving Transfers
Approving Promotions
Considering Demotions
Considering Dismissals

ARTICLE VII: Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

Holiday	# Days
New Year's	1
Martin Luther King	1
Lincoln's Day	1
President's Day	1
Spring Vacation	1
Memorial Day	1
Juneteenth	1
Independence Day	1
Labor Day	1
Admission Day	1 (See 7.1.1 & 7.1.2)
Veteran's Day	1
Thanksgiving	2
Christmas Eve	1
Christmas Day	1
New Year's Eve	1
TOTAL	16

7.1.1 When Admission Day falls on a regularly-scheduled workday for twelve-month employees and all school secretaries, the workday preceding Thanksgiving shall be a paid holiday in lieu of Admissions Day.

7.1.2 When Admission Day falls on a regularly-scheduled workday for Special Education Aides and Food Service employees, another day shall be designated a paid holiday in lieu of Admission Day.

7.2 Additional Holidays: Every day declared by the President of the United States, or Governor of this state as public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 5202, 5202.1 or 877 or their successors shall be a paid holiday for all employees in the bargaining unit. If a day is declared on a workday after the calendar is established and Board approved, then the District and CSEA shall mutually agree upon an alternative date that meets operational needs.

7.3 Holidays on Saturday or Sunday:

7.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 7.3.2, when a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

7.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in Section 7.1.

7.4 Teacher Training Days: Any day granted as a teacher training day, teacher institute, staff development day or teacher-parent conference day by whatever name for whatever purpose is a regular workday for all 11- and 12- month employees in the bargaining unit.

7.4.1 The Aides' work year in the format of a calendar will be set by District Management by May 15th, if at all possible.

7.5 Holiday Eligibility: Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

7.5.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE VIII: Leaves

8.1 The benefits which are expressly provided by this section, Article VIII, are the sole benefits which are part of this Collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or by implication, into this Agreement, nor are such other benefits subject to the grievance procedure.

8.2 Absence

Classified personnel shall not absent themselves from their assignment any time during their duty hours without approval of their immediate supervisor.

8.2.1 Approval is not needed to leave the building or grounds during the "duty free" lunch period.

Classified personnel shall notify the Superintendent or designee when they will be absent. Such notice should be given as soon as possible so a substitute may be obtained, if necessary.

All absences from work shall be reported using the District's electronic absence reporting system.

The Classified Absence Reporting Form (effective July 1, 2016) shall be used by unit members to report Bereavement or Court Appearance leave.

8.2.2 Classified personnel shall sign the monthly absence log as required by the district.

The term "sick leave" is construed to mean the automatic leave of absence granted to classified employees of the District, whenever such absence is the result of an illness, accident, or hospitalization occurring to said employee. Bargaining unit employees shall be entitled to one day of sick leave per month worked. Sick leave not used in any year shall be accumulated from year to year without limit.

Classified personnel who are absent from duty because of a legally established quarantine are entitled to the same salary consideration as though they were personally ill. The absence shall be counted as sick leave.

Classified personnel transferring from any other California school district to the Cambrian School District shall be credited with the verified sick leave they have accumulated in the California school district from which they transferred.

After all, earned sick leave, vacation or any other paid leave has been exhausted and additional absence due to illness, accident, or quarantine is necessary, a classified employee shall receive the difference between the salary and the amount paid a substitute, for up to a total of five (5) school months.
Computation of the salary payable shall be as follows:

8.2.2.1 Full salary for the annual sick leave for the current year.

8.2.2.2 Full salary for all accumulated sick leave.

8.2.2.3 All other paid leave entitlements.

8.2.2.4 Difference between the employee's salary and the substitute's salary, commencing with the exhaustion of the accumulated paid leave.

8.2.3 Sick Leave Pool

Each bargaining unit member on an annual basis may at his/her option contribute from 1-5 days of his/her accrued sick leave to a pool of sick leave days to be used as follows:

8.2.3.1 Any unit member who has contracted a catastrophic illness and who has exhausted his/her accrued sick leave, shall at his/her option be allowed to apply for up to forty-five (45) days of sick leave from a sick leave pool. The number of days obtained from the pool shall be at the discretion of a "Sick Leave Pool Committee" composed of three (3) CSEA Officers and three (3) employees designated by the Superintendent.

8.2.3.1.1 Catastrophic shall mean any debilitating accident or illness, i.e., cancer, heart attack, that has left the unit member unable to perform his/her normal duties as a classified employee of the bargaining unit.

8.2.3.2 Procedures

8.2.3.2.1 Records will be kept in the District Office.

8.2.3.2.2 Members who choose to donate sick leave will complete a form developed by the "Sick Leave Pool Committee".

8.2.3.2.3 Members applying for sick leave will complete a form developed by the "Sick Leave Pool Committee".

8.2.3.2.4 The committee shall respond to the application for sick leave in a timely manner.

8.2.3.2.5 Applications shall be submitted to the "Sick Leave Committee" through the CSEA President.

8.3 Bereavement Leave

Bargaining unit employees shall be allowed full pay for up to five (5) days on account of the death of any member of his/her immediate family.

8.3.1 The District interprets "member of his/her immediate family" to include the following: mother, mother-in-law, father, father-in-law, grandmother, grandfather or grandchild of

the employee or the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, any relative living in the immediate household of the family, or anyone you serve as a legal guardian. Bereavement leave for other relationships not defined above may be authorized at the discretion of the superintendent of designee.

8.3.2 Bereavement Leave shall be reported using the Classified Absence Reporting form.

8.4 Personal Necessity Leave

8.4.1 Sick leave days may be used by the employee, upon prior approval whenever possible, in cases of personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

8.4.1.1 Each bargaining unit employee shall be allowed up to seven (7) days absence each school year for personal necessity. The seven (7) days personal necessity leave shall be deducted from sick leave. This leave may be extended and authorized at the discretion of the superintendent or designee.

8.4.2 The employee shall request a Personal Necessity day using the District's electronic absence reporting system.

The principal or immediate supervisor will make a recommendation on the leave before forwarding to the Superintendent or designee.

8.4.3 The employee shall not be required to secure advance permission for personal necessity leave for any of the following reasons:

8.4.3.1 Death or serious illness of a member of his/her immediate family.

8.4.3.2 Accident, involving his/her person/property, or the person/property of a member of his/her immediate family. However, the employee must report the absence using the District's electronic absence reporting system.

8.4.4 Personal necessity leave, except for the reasons stated in Section 8.4.3, shall not be allowed for any day preceding or following a holiday or vacation.

8.4.5 Personal necessity leave days shall not be cumulative from year to year.

8.4.6 Personal necessity leave shall not be allowed for work stoppage, personal convenience, and extension of a holiday or for recreational activities.

8.4.7 Employees may request from the Superintendent or designee to use personal necessity leave in order to attend funerals for individuals other than immediate family members. Such requests are subject to prior approval.

8.5 Court Appearance Leave

In the case of absence from duty in response to a subpoena issued by any Federal or State Court not brought about through the misconduct of the employee, no deduction shall be made from the employee's salary provided the District receives any fee or other compensation paid to the employee.

8.5.1 A reimbursement paid exclusively for expenses involved by reason of the subpoena shall not be considered as a fee or compensation.

8.5.2 A statement from the clerk of the court verifying fees or compensation paid may be required. The employee shall provide the District with proof of court appearance upon return to work.

8.5.3 The term "subpoena" shall be construed to include any actual court order to appear in court for purposes of: cases in court, administrative hearing, physical examination, witness and jury duty.

8.5.4 Any classified employee ordered to court as a defendant shall have salary deductions made only if judged guilty of a misdemeanor or felony. Absence due to a subpoena shall not be considered as sick leave.

8.5.5 No employee of the District shall encourage other employees to seek exemption from jury duty nor shall any employee be discriminated against in any manner because of service on a jury panel.

8.5.6 Any day during which an employee in the bargaining unit who is required to serve seven (7) or more hours on jury duty including travel time, shall be relieved from work with pay. Employees are required to work during any day or portion thereof in which jury duty or witness services are less than seven (7) hours including travel time. Employees working the swing or night shifts who served as witnesses or on jury duty for less than seven (7) hours, including travel time, would be relieved from work with pay for the number of hours they served as a witness or juror. Part time employees, who have served the number of hours of their regular shift as a witness or on jury duty, including travel time, shall be relieved from work with pay for the day in which they served.

8.5.7 Court Appearance Leave shall be reported using the Classified Absence Reporting form.

8.6 Leave of Absence – General Provisions

Leaves of absence may be authorized by the Board upon the recommendation of the Superintendent. Such leaves may be with or without pay, but in all cases shall conform to the provisions of the California Education Code.

8.6.1 Application for a leave of absence or an extension or renewal thereof must be made in writing to the Superintendent stating the purpose of the leave, the period of the leave, and, if required by the Superintendent, must be accompanied by certain specified supporting statements concerning the need or desirability of said leave.

8.6.2 A leave of absence shall be used essentially and primarily for the purposes stated by the employee in the application, which was approved by the Superintendent and for which the leave was granted by the Board. Any substantial alteration of approved plans or purposes of the leave by the employee without the approval of the Board may be considered cause for dismissal of the employee.

8.6.3 Leaves of absence shall be for a maximum of one school year. The Superintendent may grant a leave without pay for a period not to exceed ten (10) school days.

8.6.3.1 All other leaves of absence must be granted by special action of the Board.

8.6.4 Failure on the part of any classified employee to secure a grant for a leave of absence before being absent from assigned duties for a five (5) working day period may be considered as a resignation of that employee from the District.

8.6.4.1 Leaves of absence granted to a probationary employee shall not count as time of service toward permanent status.

8.6.5 If an employee on leave of absence, granted by the Board, desires to be reassigned to duty following the termination of a leave, application for reinstatement must be made in writing to the Superintendent at least thirty (30) days prior to the termination of the leave.

8.6.5.1 The Superintendent may take an exception to this requirement upon written request of the employee.

8.6.5.2 If the Superintendent is not notified of intention to return to duty as provided in Section 8.6.5, the position shall be considered vacant.

8.6.6 Reassignment of the employee to duty following a leave of absence shall be made as soon as reasonable after the proper application has been received and approved by the Superintendent. Such reassignment, however, shall be in accord with the needs of the District.

8.6.6.1 Upon return to duty, the employee shall assume the employment status held prior to the leave of absence.

8.6.6.2 An effort should be made to return the employee to the assignment held prior to the leave, but each employee requesting a leave shall agree to accept a different assignment upon return if the needs of the District so require.

8.7 Industrial Accident or Illness Leave

Classified personnel shall be granted industrial accident leave or illness leave in accordance with the following regulations (Education Code 45190).

8.7.1 Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident. Allowable leave shall not be accumulative from year to year.

Industrial accident or illness leave will commence on the first day of the absence.

8.7.2 Payment of wages lost on any day shall not, when added to an award granted to employee under the workers' compensation laws of this State, exceed the normal wage for the day.

Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

8.7.3 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

8.7.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 45190 of the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will been be used; but if an employee is receiving workers' compensation he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

8.7.5 Periods of leave of absence, paid or unpaid, shall not be considered a break in service of the employee.

During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a Governing Board, the employee shall endorse to the District, wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

Reductions of entitlement to leave shall be made only in accordance with this section.

8.7.6 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39-month period, he/she shall be employed in a vacant position in the class of the previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

8.7.7 This article shall apply only to classified employees who have obtained permanent status in the District.

8.7.8 An employee, who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

8.1 Parental Leave

8.8.1 Bargaining unit employees shall be granted pregnancy leave. An employee may use sick leave if physically disabled and unable to render service to the District as a direct result of the pregnancy. The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted. At any time, a bargaining unit employee is absent as a result of physical disability arising out of her pregnancy, the district may request a doctor's verification of her inability to render service to the District. In order to use sick leave for pregnancy disability, the employee must have been actually rendering said service to the District and not on any leave immediately preceding the disability.

8.8.2 A bargaining unit employee temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty at any time she is physically able to render full and complete service to the District so long as she has given the District five (5) calendar days' notice and the leave is for less than thirty (30) calendar days.

In the event that the bargaining unit employee and the District have not agreed to the length of the disability leave and the disability leave is longer than thirty (30) calendar days, she may return to duty at any time upon fourteen (14) calendar days' notice.

8.8.3 Upon returning to duty as a result of her temporary disability, the bargaining unit employee must file a doctor's verification that she is physically able to render full and complete service to the District.

8.8.4 A one-day paid leave will be granted to the employee who becomes a father. It shall be known as paternity leave.

8.8.5 A bargaining unit employee who wishes to take a personal leave to prepare for childbirth may be granted such a leave without pay for a time mutually-agreeable to the employee and the District.

8.9 Parental Leave

8.9.1 Eligible bargaining unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

8.9.2 An employee is eligible if they have been employed by the District for at least 12 months.

8.9.3 Pursuant to Education Code section 45196.1, if an employee exhausts all available paid leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the

salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence, not less than 50%.

8.10 Leaves for Retraining and Study

The Board may grant up to one (1) year leave of absence to an employee for the purpose of study or retraining provided the employee has had at least five (5) consecutive years of service with the District.

Study and/or retraining leave shall be granted on the basis of it increasing the value of the employee to the District.

8.10.1 Study leave should advance and/or augment those skills already required. Retraining leaves shall permit employees to train for other District positions to which they aspire and in which they are adjudged by their supervisors and other qualified evaluators to have a potential. The Board may also grant reimbursement of costs, including tuition fees, to any permanent classified employee who satisfactorily completes an approved training program to improve job knowledge, ability or skill.

8.10.2 Any leave of absence granted under this article shall not be deemed a break in service in computing seniority for salary, longevity, vacation, and other benefits of this Agreement.

8.10.2.1 On the return from leave the employee shall be placed on the step in terms of years of service that follows the step he/she was on previous to the leave.

i.e., Any employee on Step 3 on the salary schedule would be placed on Step 4 when they return.

Upon approval by the District such leaves of absence may be taken in separate six-month periods or in any other appropriate periods rather than for a continuous one-year period provided the separate periods of leave of absence shall be commenced and completed within a three-year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

8.11 Military Service Leave

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

8.12 Leave to Care for A Child, Parent, Or Spouse

In any school year unit members may use up to a maximum of six (6) days of sick leave, that is credited under Section 8.2.2, to attend to an illness of the unit member's immediate family as defined by Section 8.3.1 of this agreement. This leave may be extended and authorized at the

discretion of the superintendent or designee.

This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

ARTICLE IX: Work Year/Hours and Overtime

9.1 Bargaining unit members shall be paid in accordance with the terms and conditions of Articles IX, XI, and any other applicable provisions of the Collective Bargaining Agreement between C.S.E.A. and the Cambrian School District.

9.2 Workweek: The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

9.2.1 Exceptions: Part-time employees who work six (6) hours or less per day are exempt from the requirement of eight (8) hours per day and forty (40) hours per week.

9.3 Workday: The length of the workday shall be designated by the District for each classified assignment, in accordance with the provisions set forth in the agreement. Each bargaining unit employee shall be assigned to a work site either verbally or in writing, whichever is appropriate, a fixed, regular and ascertainable number of hours, which shall not be less than two and one-half (2- 1/2) hours.

9.4 Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days (with the knowledge of the immediate supervisor) or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

9.5 Increase in Hours: When additional hours are assigned to any part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest amount of seniority on site.

9.6 Lunch periods: All employees working five (5) hours covered by the agreement shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period no longer than one (1) hour or less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. An employee required to work during his/her lunch period should receive pay at the rate of time and one-half for all time worked during the normal lunch period.

9.7 Rest Periods

9.7.1 All full time bargaining unit employees shall be granted, insofar as practical, uninterrupted rest periods in the midpoint of each work period (1/2 work period is four (4) hours) at the rate of fifteen (15) minutes per one (1/2) work period.

9.7.2 Insofar as practical, uninterrupted rest periods for a total of thirty (30) minutes on special work shifts shall be scheduled by the immediate supervisor.

9.7.3 Bargaining unit employees who work three (3) hours per day shall be granted, insofar as practical, an uninterrupted rest period of ten (10) minutes. Site administrator shall determine time of rest period.

9.8 Rest Facilities: The District shall make available at each work site lunchroom, restroom and lavatory facilities for classified employee use.

9.9 Voting Time Off: If an employee's work schedule is such that it does not allow time to vote in a Federal, State or local election in which the employee is entitled to vote, the District shall allow time for such voting without loss of pay.

9.10 Overtime: Except as otherwise provided herein, all overtime hours defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work permitted. Overtime is defined in this section to include any time worked in excess of forty (40) hours in any calendar week, whether such hours are worked prior to commencement of a regularly-assigned starting time or subsequent to the assigned quitting time. Employees shall first seek and receive prior approval from their supervisor before performing overtime work, except in emergency circumstances.

9.10.1 All hours worked on the seventh consecutive day shall be compensated at double the regular rate of pay.

9.10.2 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at two and one-half (2-1/2) times the regular rate of pay.

9.10.3 All hours worked on holidays designated by this agreement shall be compensated at two and one-half (2-1/2) times the regular rate of pay.

9.11 Compensatory Time Off: An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Employees shall first seek and receive prior approval from their supervisor before using compensatory time off. Compensatory time off shall be granted at the appropriate rate of pay of overtime in accordance with Section 9.10. Compensatory time shall not be carried for over a six (6) month period. The district agrees to abide by all applicable provisions of the law concerning compensatory time.

9.11.1 The District agrees to abide by all applicable provisions of the Fair Labor Standards Act

9.12 Overtime – Distribution by Seniority: Overtime shall be distributed to employees in the bargaining unit within each department in order of bargaining unit seniority at each site. If the bargaining unit members at a site decline the overtime assignment, it shall be offered in the bargaining unit in descending order of seniority until the assignment is made. Refusal does not constitute a waiver to any subsequent overtime assignments.

9.12.1 When required training is provided during the workday, employees shall be paid their regular rate of pay to attend the training. If training is required by the District at times when an employee is not normally on duty, the employee will receive the appropriate rate of pay for the time spent in training.

9.12.2 Employees being trained may be provided with a substitute at the District's discretion.

9.13 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.

9.14 Standby Time: All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this agreement.

9.15 Call-Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for a minimum of two (2) hours of work at the overtime rate.

9.15.1 Differential Pay: The District agrees to pay at the rate of (2) two times the employee's regular rate of pay on all call back hours' work begun after 12:00 midnight through six (6) o'clock in the morning.

9.16 Return Time: All classified employees required by a school official to return for a district meeting shall be compensated at their regular rate of pay.

9.17 Substitutes: The District shall make every effort to provide school site secretarial, custodial and food service substitutes commencing on the first day of the absence. Custodial employees shall provide a three (3) hour notice of absence.

9.18 Work year for the Elementary School Secretary: The work year for the Elementary School Secretary is as follows:

9.18.1 It is however, agreed that the Elementary School Secretaries will remain on duty for a minimum of fourteen (14) working days prior to the first day of school for students and five (5) working days after the last day of school for students. The local school administrator shall determine the work schedule for these days.

9.18.2 After using all vacation days, Elementary School Secretaries who are required to work additional days beyond the normal calendar will be paid on a per diem basis for the additional days, or upon agreement with the site administrator may take an equal number of compensated days off during the following school year.

9.19 The District and CSEA agree to have a joint CSEA/District in-service training committee. This committee will meet at either party's request to discuss identified training needs and possible in- service training dates and time.

9.20 Caseload Review

9.20.1 Resource Specialist Program Aids, Special Day Class Aids, and One-to-One Aids shall be eligible to take up to two (2) hours of paid time on a voluntary basis for caseload review. This time is intended to be used to prepare for working with students who have Individualized Education Plans ("IEPs").

9.20.2 The two (2) hours is available to each eligible employee during the first 30 days of the school year, the first 30 days of hire if hired during the school year, or the first 30 days

of a new assignment.

9.20.3 When utilized, the two (2) hours shall only be taken outside of an eligible employee's regular work day.

9.20.4 The time shall be coordinated with the case manager and requested from the site administrator via the Caseload Review form.

9.20.5 The requested time shall be subject to approval by the site administrator.

9.20.6 The two (2) hours shall be paid at the employee's applicable rate after submission of a time card.

9.21 Middle School Administrative/Health Clerk Work Year

9.21.1 The work year for Administrative/health Clerks at Price and Steindorf shall be 192 days per year.

9.21.2 The work year for the Administrative/Health Clerks at Price and Steindorf shall commence nine (9) days before the first student day. Their work year shall end three (3) days after the last day of school.

9.22 Additional Training

9.22.1 CPR Training: The District shall pay for costs associated with acquiring a CPR certificate for all bargaining unit members required to possess a CPR certificate as a condition of employment.

9.22.2 Insulin Administration

9.22.2.1 District Health Clerks and School Secretaries are required to administer insulin to students with Type 1 diabetes pursuant to section 504 of the Americans with Disabilities act and the Individuals with Disabilities Education Act.

Health Clerks and School Secretaries shall only be required to administer insulin using a syringe when the District nurse is unavailable or in an emergency situation and waiting for emergency medical assistance is not possible.

The District shall provide training to bargaining unit members annually and in November and March of each year. The trainings shall be provided to bargaining unit members outside of the bargaining unit member's regular work day. The bargaining unit members shall be paid at their applicable rate of pay.

The August training shall meet the guidelines of the American Diabetes Association Tier 3 training. The November and March trainings shall be voluntary refresher trainings provided by the District nurse.

9.22.2.2 The District shall provide each site with a smart device equipped with

applications designed to assist in monitoring and assisting in administration of insulin.

9.22.2.3 The District shall conduct regular check-ins with each site regarding the administration of insulin. At the August training, the District shall also conduct an annual check-in regarding the administration of insulin.

9.22.2.4 The District shall also seek volunteers at each site to be trained in administering insulin and may use volunteers to support the Health Clerk and School Secretaries.

9.22.2.5 Indemnification: Any CSEA bargaining unit member that is required to or volunteers to administer insulin injections shall be provided a legal defense and indemnification by the District for any and all civil liability for the administration or failure to administer insulin injections. This information shall be provided in writing to the classified employee and retained in his/her personnel file. The District is required to both hire a lawyer to defend the classified employee in such lawsuit and to pay the damages.

9.22.2.6 If a new student enrolls that requires a CSEA bargaining unit member to address and exceptional medical need or if new legislation is passed regarding medication in schools, the parties shall meet and negotiate at the request of either CSEA or the District.

9.23 All ten (10) and eleven (11) month unit members shall be provided with at least two professional development days annually. Effective July 1, 2024, the following bargaining unit job classification workdays shall be as following:

9.23.1 Paraeducators (All Paraeducator classifications), Food Service Assistants 1 & 2, Behavior Specialists, Campus Safety Assistant, Food Service Driver - 184 days

9.23.2 Elementary Health Clerk, Elementary Administrative Clerk- 192 days

ARTICLE X: Vacation

10.1 Eligibility: Employees covered in this Agreement shall earn paid vacation under this article. Vacation benefits are earned on a fiscal-year basis, July 1 through June 30.

10.2 Paid Vacation: Except as otherwise provided in this article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

10.3 Accumulation: Vacation time shall be earned and accumulated on a monthly basis and in accordance with the following schedules.

10.3.1 Vacation Time for Part Time Unit Members: During each fiscal year, vacation time shall be earned on the basis of one (1) day's pay for each month worked while in paid status.

10.3.2 For any partial months such as August and/or June, the days worked shall be accumulated to earn a minimum of eleven (11) days in paid status for a day of vacation. Less than eleven (11) accumulated workdays shall not earn a day of vacation.

0-4 years	1 day per month
5-9	1 1/4 days per month
10-14	1 1/2 days per month
15-19	1 2/3 days per month
20	1 3/4 days per month
25	2 days per month

10.3.3 12-month employees shall be entitled to an additional three (3) days per fiscal year of paid vacation for purposes of District Closure Days as described in 10.10 below.

10.4 Vacation pay for non 12-month employees shall be paid on June 30th of each year.

10.5 Vacation Pay upon Separation: When an employee in the bargaining unit separates from the District for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the separation.

10.6 Vacation Carry Over: Carry over vacation days must be used within six (6) months after the end of the fiscal year in which they are accrued. In other words, all vacation days accrued during one school year must be used by January 1 of the next school year. Any exceptions will have to be requested in writing with the approval of the immediate supervisor or his/her designee and the Superintendent. The Superintendent or designee shall determine approval for payment of accumulated vacation days.

10.7 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day of paid vacation.

10.8 Vacation Scheduling: Employees may request their vacation time so far as possible within the District's work requirements. Vacation requests are subject to approval of the member's immediate supervisor. A supervisor and a member shall attempt to schedule vacation at a mutually agreeable time. Employees shall submit the request through the District-approved electronic form a minimum of three (3) weeks prior to the requested dates. Supervisors shall make a good faith effort to grant requested vacation dates and notify the requesting employee within five (5) working days of the request. If the supervisor does not respond within five (5) working days, the request shall be considered approved.

If two members request the same vacation dates and their workloads do not permit them both to take vacation simultaneously, then the member with greater seniority shall be granted priority.

Vacations shall be scheduled in a manner that reflects member workloads and District operations while recognizing the valid benefit to members of taking a vacation.

10.9 Vacation Interruption: Bargaining unit members shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee furnished prior notice and supporting information regarding the basis for such interruption or termination.

10.10 Commencing with the 2017-2018 school year, each school year thereafter, the District will close operations on six (6) pre-scheduled dates during the months of July, November and/or December on six (6) designated "District Closure Days." Such dates shall be finalized after consultation between the District and CSEA each school year.

Of the total of six (6) District Closure Days, bargaining unit members may take up to three (3) of the Closure Days as unpaid days at the bargaining unit members discretion. The remaining District Closure Days shall be taken as paid vacation.

Certain bargaining unit members may be exempt from the District Closure Days upon request by the Superintendent or the Superintendent's designee in case of a bona fide operational emergency or by mutual agreement between CSEA and the District.

ARTICLE XI: Salary

11.1 The CSEA salary schedule (Appendix A) shall be adjusted as follows:

The District and CSEA have agreed that 28% of the Fiscal Year 2025-26 Unrestricted Ending Fund Balance in the General Fund in excess of a 4% reserve for economic uncertainty shall be divided by the CSEA eligible FTE with the resulting dollar amount added to each Cell of the CSEA 2024-25 Salary Schedule to create the CSEA 2025-26 Salary Schedule effective July 1, 2025.

July 1st is the date for all classified unit members to advance to the next year for compensation, up to Step 5, until unit members are eligible for longevity, on the CSEA salary Schedule. Seniority dates shall remain unaffected by this new practice.

11.2 Night Shift Differential: Unit members working after six o'clock p.m. shall be compensated at the rate of six percent (6%) of their hourly wage for hours worked past six o'clock.

11.3 Mileage: employees using their private vehicle for District business may apply for an allowance equal to the IRS rule per mile.

11.4 A unit member may be required to perform duties in a higher classification.

11.4.1 A unit member required to perform part or all of the duties in a higher classification for less than five (5) days will be paid at the step and range established for a substitute at that classification. The established substitute rate is determined at the rate indicated for the first step of the classification range. If the unit member's hourly rate is higher than established substitute rate, the unit member will be paid at their current hourly rate.

11.4.2 A unit member required to perform part or all of the duties in a higher classification for more than five (5) days within a fifteen (15) calendar day period shall be paid at the step on the range established for the higher classification that will provide the unit member at least 10% differential above the unit member's regular rate of pay, for the entire period the unit member is required to work out of classification.

11.4.3 Before requiring the employee to work out of classification, the unit member's supervisor shall discuss the duties with the unit member.

11.5 The District agrees to provide all bargaining unit workers with electronic deposit checks for regular end of the month payroll checks when possible.

11.6 Supervisor may provide additional hours to employees who act as translators during their regular work schedule.

11.7 Uniforms

The District may, upon the request of the department head and approval of the Superintendent or designee, require unit members to wear a distinctive uniform and/or items of identification. As determined by the District, the purchase, lease, or rental of such uniforms, equipment,

identification badges, emblems, and cards required by the District, shall be borne by the District.

11.8 Safety Boots/Slip Resistant Shoes

Field employees in maintenance and grounds required by the District to wear work/safety boots shall be allowed an annual reimbursement of up to one hundred fifty dollars ($150.00) per fiscal year towards the purchase or resoling of approved safety boots/shoes. Food Service employees and Custodians required by the District to wear slip resistant shoes shall be allowed an annual reimbursement of up to one hundred dollars ($100.00) per fiscal year towards the purchase of approved safety/slip resistant shoes. Payment for these boots/shoes shall be made on a reimbursement basis upon proof of purchase. Once purchased the approved boots/shoes must be worn on the job.

11.9 Daily Living Requirements

Bargaining unit members working in the job classification of Paraeducator in positions requiring additional duties supporting daily living requirements such as toileting, diapering, or assisting students regularly with other hygiene needs, as required by the student's IEP or developmental needs, shall be compensated one hundred dollars ($100) per month, paid each trimester. The needs shall be reassessed throughout the year to ensure compensation is appropriate to the duties performed. Assignment to such positions is based on the needs of the district and is not determined by seniority or previous assignments.

11.10 Summer School/Extended School Year

Bargaining unit members employed as part of a regular summer school/Extended Year program shall receive all benefits provided during the regular school year, prorated to the number of hours worked.

11.11.1 Unit members employed in summer school/extended school year positions who are employed in their regular 10-monthjob classification shall be paid at their regular salary range and step on the CSEA salary schedule.

11.11.2 Unit members employed in positions outside their normal job classification during summer school/extended school year shall receive pay at the appropriate range of the job classification on the CSEA salary schedule, and step placement on such range shall vary depending on their experience and qualifications related to the job classification.

11.11.3 Unit members employed in summer school/extended school year positions shall earn sick leave, vacation leave, holiday pay, and any other paid leaves of absence granted during the regular year except that the leaves shall be prorated. Employees in summer school/extended school year employment outside their regular classification shall not earn seniority credit.

11.11.4 The District shall report all hours worked by unit members during summer school/extended school year periods to CalPERS, except for any overtime hours worked.

ARTICLE XII: Grievance Procedures

12.1 A grievance is any complaint of an employee(s) or CSEA, involving the interpretation, application, or alleged violation of this agreement. It is the intent of the district and its employees to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

12.2 Procedure: Grievances shall be handled in the following manner:

12.2.1 Level One: Informal – An aggrieved employee may present directly his/her grievance to his/her immediate supervisor within ten (10) working days after the grievant has cause to grieve. If the grievance is not satisfactorily adjusted at this informal level, the grievant may proceed to Level Two within fifteen (15) working days after the date of the informal conference.

12.2.2 Level Two: Formal – The grievant may present directly or through his/her representative his/her grievance to his/her supervisor in writing on the form provided by the District in the personnel office. The immediate supervisor has five (5) working days to respond in writing or by holding a conference with the grievant, and his/her representative. If the grievance is not resolved to the satisfaction of the grievant, he/she may proceed to Level Three, Director of Business Services, or his designee, within five (5) working days after the supervisor has responded or failed to respond. The grievant may elect to represent him/herself or have a representative on his/her behalf.

12.2.3 Level Three: Director of Business Services Level – The grievant or his/her representative(s) may submit the grievance in writing on the District provided form to the Director of Business Services. The Director of Business Services has five (5) working days to respond by correspondence or by holding conference with the grievant and/or his/her representative(s). If the grievant is not satisfied that the grievance has been resolved to his/her satisfaction, then he/she has five (5) working days to continue his/her grievance at Level Four.

12.2.4 Level Four: Superintendent's Level – The grievant or his/her representative(s) may submit the grievance in writing on the District provided form to the District Superintendent. The District Superintendent will hold a conference with the grievant and/or his/her representative(s). Within five (5) working days of the conference with the Superintendent, the Superintendent will render his/her response.

If the grievance is not resolved to the satisfaction of the grievant, then he/she and/or his/her representative(s) will go on to the next level, Level Five, Governing Board's Level, provided said notice for pursuit at Level Five is submitted in writing to the Executive Secretary of the Board within five (5) working days of receipt of the decision of Level Four.

12.2.5 Level Five: Governing Board Level – The Trustees will receive all copies of previous levels' materials.

12.2.5.1 The Board of Trustees shall not be informed of a grievance at any level except when it reaches this step.

12.2.5.2 Within fifteen (15) working days of receipt of the grievance, the Board of Trustees shall form as a hearing body to hear the grievance.

12.2.5.3 The decision of the trustees will be announced at a public meeting immediately after the session in which the decision was reached.

12.2.6 Level Six: Binding Arbitration

12.2.6.1 If the grievant is not satisfied with the disposition at the Level Five, or if no decision has been rendered within ten (10) days, the association, acting as representative of the grievant, may submit the grievance to arbitration. In such case, the parties shall request a list of arbitrators from State Mediation and Conciliation Service. Rules and regulations of the American Arbitrators Association shall be followed.

12.2.6.2 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper.

12.2.6.3 All costs for the services of the arbitrator shall be shared equally.

12.2.6.4 An arbitrator shall be selected by the following procedures: A representative of the grievant and a representative of the Board shall select from the State Mediation and Conciliation Service list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of list from the State Mediation and Conciliation Service by both parties. All grievances reaching the arbitration level shall be numbered. The odd- numbered grievance will give the Board first elimination; even-numbered grievances will give the other party first elimination.

12.2.6.5 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to days that the District Office is open.

12.2.6.6 The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.

12.2.6.7 Witnesses will be assured that their testimony will be kept confidential unless they choose to make it public.

12.2.6.8 Within thirty (30) days after conclusion of the hearing, the arbitrator shall render an award in writing to the parties in interest; such award shall be binding on all parties in interest.

12.3 Rights of Unit Members to Representation

12.3.1 The grievant has the right to have a representative present at any step of the grievance procedure or be represented by counsel of his/her choice.

12.3.2 No reprisals of any kind will be taken by the Board or its agent(s) or designee(s) against any aggrieved person.

12.3.3 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor (with exception of Article 14).

12.4 General Provisions

12.4.1 If a grievance arises from action or inaction on the part of a member of the administration above the Principal, the grievant shall submit such grievance in writing to the Superintendent.

12.4.2 Decisions rendered at the Formal Levels of the grievance procedure will be in writing, setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest. Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the parties in interest.

12.4.3 When it is necessary for a representative designated by the unit member to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings, as a witness will be accorded the same right.

12.4.4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

12.4.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association. Said forms will be distributed to the schools by the Association so as to facilitate operation of the grievance procedures. Costs of preparing such forms shall be borne by the District.

12.4.6 Once a formal grievance has been filed, all proceedings shall be private and confidential. No party to the grievance shall discuss the grievance with the Board or its representatives prior to the formal hearing.

12.4.7 The grievance shall not be discussed with persons not directly concerned in such a way as to either identify the grievant or prejudice his/her case or his/her future conditions of employment.

12.4.8 A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

12.4.9 Time limits given in these procedures may be modified by written agreement of all parties involved.

12.4.10 Any attempt to block by coercion the free exercise of any action specifically permitted in this article shall be construed as an unethical act and a further grievance in and of itself.

ARTICLE XIII: Fringe Benefits

13.1 Effective October 1, 2025, the health benefits cap will be increased to $14,900 single party, $17,375 two party, or $22,775 for family. Subsequent increases in benefit costs in excess of the cap for the remainder of the term of the contract will be paid "out of pocket" by CSEA unit members.

13.1.1 CSEA and the District shall reopen Article XIII, Fringe Benefits, for the 2026-27 school year.

13.2 Fringe Benefits for Part-Time Employees:

13.2.1 Employees working less than twenty (20) hours per week are able to purchase medical benefits through Cambrian School District provided that the pay 100% of their premium costs.

13.3 Ten-month employees working more than twenty (20) hours per week are entitled to prorated share of health benefits cap as indicated below: will have allowance used toward the payment of fringe benefits according to the hours worked per day:

13.3.1 4.01 to 4.59 hours per day: 50% of the health benefits cap

13.3.2 5.00 to 5.59 hours per day: 62.5% of the health benefits cap

13.3.3 6.00 to 6.59 hours per day: 75% of the health benefits cap

13.3.4 7 hours per day: 100% of the health benefits cap

13.3.5 If any employee desires to purchase additional insurance over and above this allowance (see Section 13.4), the additional amount of premium shall be prorated per month and paid by the employee concurrently through payroll deduction.

13.4 Individuals entering the employment of the Cambrian School District after the beginning of the school year will be accorded benefit allowance prorated on the basis of one month of an allowance for each month worked while in paid status.

13.5 For any partial months such as September and June, the days worked may be accumulated to earn a minimum of eleven (11) working days toward a month of benefit allowance. Less than eleven (11) accumulated workdays shall not earn a month of benefit allowance.

13.6 State Disability Insurance

The District maintains membership in the State Disability Insurance Program and shall provide for appropriate payroll deduction. The local chapter shall provide the District with all needed information and assistance pursuant to membership in State Disability Insurance Program. Membership in SDI shall continue as long as there is no cost to the District other than the time required managing the program.

13.7 Retirement Benefits

13.7.1 Employees eligible may elect to participate in the School District's Supplemental Retirement Plan (40-40).

Limitations:

*Eligibility requirements for entry into this plan are:

The employee must be 21 years of age.
The employee must have completed one (1) year of service.
The employee must work a minimum of 1000 hours per year.

ARTICLE XIV: Safety

14.1 The District shall endeavor to conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal authority.

14.2 No unit member shall be discriminated against in any way, disciplined, or discharged as a result of reporting any condition believed to be a violation of 14.1 above.

14.3 Unit members who have reasons to believe that a job-related condition is unsafe should immediately report and express his/her concerns to his/her immediate supervisor and may request that the District Safety Officer or designee be notified to investigate the safety of the job or job- related condition, and take appropriate action.

ARTICLE XV: Transfer and Filling of Vacancies

15.1 Transfers of bargaining unit members may be made for the following reasons:

1. At the District's discretion.
2. As a result of layoff.
3. Voluntary request.
4. As a result of a disciplinary action.

Before a unit member is transferred, a conference will be held between the appropriate management person and the unit member, to discuss the reasons for the transfer. Unit members may request a transfer at any time.

15.2 The District shall email a list of all vacancies in the classified service to all bargaining unit members as vacancies occur. The notice will be posted for internal candidates only for five (5) working days. Vacancy notices will be posted as the vacancies occur. The posting will include classification or position, the site (if applicable), the amount of FTE.

15.3 A vacancy is any classified position that is created by the District, or any classified position with no incumbent that the district intends to fill. If the District does not intend to fill a classified position the District shall notify the CSEA President of their intent and the reasons therefore.

15.4 Consideration will be given to all applications which meet the minimum qualifications for the vacancy and which are properly submitted. However, final selection is within the sole discretion of the District Management. First consideration will be to District personnel prior to filling the vacancy. If an employee is not selected for a vacancy, the Superintendent or his/her designee shall meet with the unit member, upon request, to discuss the reason(s).

15.5 Custodial Shift Changes: The District shall not change custodians from morning or evening shifts without the bargaining unit member's and CSEA's written agreement.

ARTICLE XVI: Support of Agreement

16.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term and will not seek to modify it except by the mutual agreement of both parties.

ARTICLE XVII: Effect of Agreement

17.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District, and shall not be punitive in nature.

ARTICLE XVIII: Concerted Activities

18.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or other interference with the operations of the District by the Association or by its officers, argents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to "lock out" employees during the term of this Agreement.

18.2 The Association recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take steps to cause those employees to cease such action.

18.3 It is agreed and understood that any employee violating this Article may be subject to discipline.

ARTICLE XIX: Savings Clause

19.1 If during the life of this Agreement there exists any applicable law or any applicable rune, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision 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 a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

19.2 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.

ARTICLE XX: Completion of Meet and Negotiation

20.1 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 agreement.

ARTICLE XXI: District Rights

21.1 The right to manage the School District and to direct its employees and operations is vested in and retained by the Board of Trustees, except as this right is limited by this Agreement.

21.2 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whereto or not an emergency exists is solely within the discretion of the Board of Trustees and is expressly excluded from the grievance provisions. Whenever possible, the District shall consult with the Association prior to the amendment, modification or rescission of the policies and practices referred to in this Agreement in cases of emergency.

ARTICLE XXII: Layoffs

The following procedures shall be applied when it is determined that reductions in classified staff are necessary:

22.1 Application

22.1.1 "Lay-off" means a separation from the classified service because of lack of funds, lack of work, abolishment of position due to lack of need or for other involuntary reasons not reflecting discredit on the employee.

22.1.2 Whenever, for any of the reasons set forth above, it becomes necessary to lay-off classified personnel, such lay-offs shall be based on seniority within the class.

22.1.3 Seniority shall be determined by hire date.

22.1.4 The District shall meet and inform CSEA through Labor Management at least four weeks before the decision to layoff unit positions prior to the March 15th deadline for purposes of allowing sufficient time to negotiate the impacts and effects of the decision. Bargaining unit members shall receive written notice of layoff due to lack of work or lack of funds no later than March 15. The District shall serve a notice of layoff by certified mail or by hand delivery. If the notice is hand-delivered, an acknowledgement of receipt shall be signed. A final notice shall be received by before May 15, if the position is to be laid off. If a final notice is not received by before May 15, the layoff shall be rescinded. Any proposed reduction in hours is negotiable as to the decision itself and the effects of any agreed upon reduction in hours. Notice and the opportunity to bargain shall be given to CSEA and president of Chapter 641 four (4) weeks prior to any proposed reduction.

22.1.5 When the District will layoff a classified employee due to the expiration of a specially funded program, a written notice of layoff must be served on the employee not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

22.1. 6 Procedures for layoff notice and right to hearing are set forth in Education Code section 45117.

22.2 Seniority Rights

22.2.1 Seniority rights shall be based on current class plus higher classes in the District.

22.2.2 An employee whose position is eliminated or whose hours are reduced by agreement, or is bumped from their present classification, may bump a less senior/lesser length of service unit member in a position of greater, equal, or less hours within their classification, or if no such position is available may bump into an equal or lower classification which the unit member has worked and has more seniority than an incumbent in the equal or lower classification.

22.2.3 A unit member may elect layoff in lieu of exercising bumping rights without losing any reemployment rights.

22.3 Re-employment Rights

22.3.1 The names of employees laid off shall be placed on re-employment lists in the reverse order of lay-off, and re-employment eligibility shall continue for thirty-nine (39) months from the date of lay-off.

22.3.2 Employees who have accepted a voluntary demotion or voluntary reduction in assigned time in lieu of lay-off shall retain eligibility for re-employment to their former positions when a vacancy occurs for an additional period of twenty-four (24) months.

22.3.3 Offers of re-employment, as regular, temporary or substitute employees, shall be made on the basis of re-employment lists based on most seniority as District employees' in descending order of recall or other employment offer.

22.3.4 An employee laid-off for lack of work or lack of funds shall have the right to participate in promotional examinations within the district during the period of thirty-nine (39) months.

22.3.5 Any unit member whose position is laid off or whose hours are reduced, and is then rehired within 39/63-months, shall have their length of service status at the time of layoff maintained during the 39/63-month reemployment period and shall have all contractual rights and benefits (i.e., longevity, vacation, sick leave, etc.) reinstated to the date of layoff.

22.4 Substitute - Short-term Employees

22.4.1 No permanent or probationary classified employee shall be laid-off from any position while employees serving under substitute or short-term appointments are retained in positions in the same classification.

22.4.2 Short-term or substitute employees may be separated at the completion of their assignment without regard for the procedures set forth in this article.

ARTICLE XXIII: Term of Agreement

23.1 The term of this agreement is from July 1, 2025 through June 30, 2028. The parties agree that during the term of this agreement either party may request annual reopeners for Article XI Salary and Article XIII Fringe Benefits and any one other article by CSEA and one article by Cambrian School District per year of the contract. The parties may negotiate, if necessary, any recommendations for changes in carriers or coverage from the fringe benefits committee.

Negotiations regarding recommended changes in carriers or coverage from the fringe benefit committee shall not constitute either party's one reopener as provided for in the terms of this agreement.

23.2 In witness whereof, the Cambrian School District and the California School Employees Association and its Cambrian Chapter, #641 execute this Agreement on December 9, 2025.

ARTICLE XXIV: Professional Development

24.1 The purpose of Professional Development is to promote a voluntary educational program, to assist bargaining unit members with learning opportunities and opportunities to improve their job performance capabilities.

24.2 The District has contracted with a service provider to offer online trainings in areas that are mandated by the state such as mandated reporter trainings and sexual harassment trainings. This service also offers a variety of other online training opportunities.

24.3 Bargaining unit members may voluntarily take training programs selected from a list of training programs that are pre-approved for credit by the District and available online for up to two hours with pay. The two hours shall be taken outside of a member's normally scheduled workday. If a member would like to take a training that is not on the pre-approved list, then they may seek supervisor approval.

The current menu of training programs range from approximately 12 minutes to 40 minutes in length.

24.4 If a bargaining unit member plans to participate in Professional Development, no later than October 1 of each school year, each member shall submit a list of classes they plan to take during the current school year ending the following June 30 to their immediate supervisor.

Credit shall be granted to employees who submit certificates of completion of the course to Personnel Department along with a completed time card for the time spent, up to two hours, on the training.

Credit for each course shall be limited by the amount of time recommended by the training program for the completion of each course.

Credit will be granted by rounding to the nearest quarter of an hour.