CONTRACTUAL AGREEMENT

2025-2026 THROUGH 2027-2028 SCHOOL YEAR

BETWEEN

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND THE

CABRILLO CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION CHAPTER 485

AND THE
CABRILLO UNIFIED SCHOOL DISTRICT

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PREAMBLE

This Agreement is made and entered into this first day of July 1984 between CABRILLO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the District, and the CABRILLO CLASSIFIED EMPLOYEES ASSOCIATION CHAPTER 485, and its successors, hereinafter referred to as CSEA.

ARTICLE I
RECOGNITION

1.1 The District recognizes CSEA as exclusive representative for all employees, except those designated as management, supervisory, confidential, short term, substitute, student employees, noon duty supervisors, certificated personnel, and professional experts or consultants.

1.2 All disputed cases shall be submitted to Public Employment Relations Board for resolution.

ARTICLE II
CSEA RIGHTS

2.1 Right to Join/No Discrimination: Every classified employee employed in the bargaining unit, hereinafter referred to as "employee", shall have the right freely to join and support CSEA in activities for the purposes of engaging in collective bargaining or negotiations with the District.

2.2 CSEA Communications: CSEA shall have the right to post notices of activities in matters of CSEA concern on any employee organization bulletin board, at least one of which shall be provided at each school site, the district office, the maintenance building, and transportation building. CSEA shall be permitted to use the District interschool mail service and employee mail boxes for communications to classified employees regarding matters with which CSEA is lawfully involved. Items placed in the school mail must be signed by the responsible individual or CSEA.

2.3 Use of Facilities: CSEA shall be given the same rights as other school/ community organizations in the use of school buildings and equipment.

2.4 Right of Access: CSEA shall have the right of access at reasonable times to areas in which the employees work.

2.5 Employee Roster: On a quarterly basis, the District shall provide the CSEA President with a list of each employee's name, hire date, classification, primary worksite, work schedule, and District phone number and email address, as well as each released unit member's name, last day of work, classification, and reason for leaving (e.g., resignation, layoff, etc.).

2.6 Employee Attending Chapter Meetings: The District shall allow night employees release time of one (1) hour, once per month, for the purpose of attending chapter meetings provided the affected employee shall give his/her supervisor one (1) week's notice of intent to attend a chapter meeting and shall make up the hour either before or after the regular shift on the meeting day.

2.7 Board Packet: The District agrees to provide CSEA with one (1) complete Board packet exclusive of confidential information, in advance of such Board meeting.

2.8 Information — Short-Term Employees: The District shall notify CSEA in advance of any new short-term positions that it plans to advertise. The District also agrees to notify CSEA in writing of the hire date and termination date of all short-term, restricted, substitute, student, and summer school employees.

2.9 New Employee Orientation: The District shall provide CSEA access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a

specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Notice may be effectuated to CSEA by sending a Google calendar invite to the CSEA Chapter President. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.

2.9.1 Group Orientations: In the event the District conducts a group orientation, CSEA shall be provided with an opportunity for one CSEA representative to discuss relevant information with new employees for up to an hour with an additional fifteen minutes of release time for travel when needed. The CSEA Labor Relations Representative may also attend the orientation.

2.9.2 One-on-One Orientation: In the event the District conducts one-on-one orientations with new employees, CSEA shall be provided with an opportunity for one CSEA representative to discuss relevant information with new employees for up to thirty (30) minutes with an additional fifteen (15) minutes of release time for travel time when needed. The CSEA Labor Relations Representative may also attend the orientation session.

2.9.3 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

2.9.4 During CSEA's portion of the orientation session, no District Manager, supervisor, or non-unit employee shall be present.

2.10 Notice to CSEA of New Hires: The District shall provide CSEA with the employee information listed under Article 2, Section 2.11 of any newly-hired employee, within thirty (30) days of date of hire or by the first pay period of the month following hire, via electronic mail.

"Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. This includes all employees who are or have been previously employed by the District and whose current position places them in a CSEA bargaining unit. For the purposes of this Article only, the "date of hire" is the date upon which the employee first provided service to the District in the classification.

2.11 Employee Information: The District shall provide to CSEA, via email or other mutually agreeable system, the following information of the new hires:

a. First Name;
b. Middle Initial;
c. Last Name;
d. Suffix (e.g. Jr, III);
e. Job Title;
f. Department;
g. Primary worksite name;

h. Work telephone number, if exists;
i. Work extension, if exists;
j. Home Street address (incl. apartment #);
k. City;
l. State;
m. Zip Code (5 or 9 digits);
n. Home telephone number (10 digits);
o. Personal cellular telephone number;
p. Personal email address of the employee;
q. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
r. Hire date.

In the event there are no newly hired employees in any particular month, the District shall send an email to CSEA confirming the lack of new hires for that month.

The District shall provide CSEA the abovementioned information, via email or other mutually agreeable system, for all bargaining unit members on the last working day of September, January, and May.

ARTICLE III
CHECK OFF AND ORGANIZATIONAL SECURITY

3.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues deducted for employees by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for District approved insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.

3.2 Dues Deduction:

3.2.1 The District shall deduct in accordance with the CSEA Dues Schedule, dues from the wages of all employees who are members of CSEA on the date of execution of this Agreement and who have submitted dues authorization forms.

3.2.2 Any employee who has applied for CSEA membership may sign and deliver to CSEA a written authorization that authorizes payroll deductions for membership dues or other CSEA fees or assessments. Upon notification by CSEA, the District shall deduct the dues in accordance with the Dues Fee Schedule from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to CSEA a dues authorization form. CSEA shall provide the District with written notice of all new employees for whom dues are to be withheld via payroll deduction.

3.2.3 The employee shall have the right to terminate membership or to change or cancel payroll deduction authorization in accordance with the terms of the written authorization. CSEA shall provide the District with written notice of any changes or cancellations of payroll deduction authorizations.

3.2.4 Withdrawal: Requests to withdraw from CSEA or to change or cancel payroll deduction authorization shall be referred to the Labor Relations Representative.

3.2.5 Maintenance of Dues Authorization: CSEA hereby certifies that it will maintain individual employee authorizations for payroll deductions for CSEA dues and therefore will not submit to the District copies of said authorizations in order for the payroll deductions to be effective, unless a dispute arises about the existence or terms of the written authorizations.

3.3 Hold Harmless Clause: CSEA shall defend, indemnify, and hold the District harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

3.4 **Membership Information**: The District shall take reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal contact information, and status as a union member, unless disclosure is otherwise permitted or required by law.

ARTICLE IV
EVALUATIONS

4.1 Intent: That the system requires regular and systematic evaluating of all classified personnel.

4.1.1 The evaluation forms used to evaluate all classified personnel shall be reviewed and upgraded by mutual agreement of the District and CSEA every two (2) years.

4.2 Purpose:

4.2.1 To provide the employee with information regarding the status of his/her employment and the quality of work.

4.2.2 To provide the District and the immediate supervisor with current reports and permanent records on the performance of the employee.

4.2.3 To be utilized for transfer requests.

4.2.4 To improve overall performance.

4.3 Procedure:

A. At the beginning of each school year, all employees shall review their job description with their supervisor by the end of the second (2nd) month of the work year.

B. Formal evaluations shall be completed according to the schedules in 4.4 and 4.6.

4.3.1 Normally, evaluations shall be based upon the direct knowledge and observation of the evaluator.

4.3.2 Any negative evaluation shall include specific recommendations for improvements and suggestions for assisting the employee in implementing any recommendations made.

4.3.3 The employee shall have the right to review and respond to the evaluation.

4.3.4 All evaluations shall be signed by the evaluator and by the employee. By signing the evaluation form, the evaluator and the employee certify that they have met and discussed the evaluation.

4.3.5 An employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the Superintendent or his/her designee.

4.4 Probationary Period: Employees newly hired will remain in probationary status for the first six (6) months of employment, or 130 days of paid service, whichever is longer, in a classification. A probationary employee will be evaluated by the immediate supervisor at the end of the third (3rd) month and second (2nd) evaluation prior to the end of the probationary period. If continued employment is recommended, the employee becomes a permanent employee on the seventh (7th) month of employment, or on the 131st day of paid service, whichever is longer. The procedures listed in 4.3 also apply to the evaluation of probationary employees.

4.5 Form: Evaluations will be completed on the classified evaluation form. The form shall be distributed as follows:

(a) one copy to the employee,
(b) one copy to the supervisor, and
(c) one copy maintained in the principal file of the employee in the district office.

4.6 Formal Evaluation: A formal evaluation of all permanent employees shall be made by the immediate supervisor sixty (60) days prior to the end of the employee's work year.

4.7 Informal Evaluation: An employee shall be given an opportunity to schedule two (2) informal evaluation conferences with his/her immediate supervisor to discuss job performance, including the employee's strengths, weaknesses, and suggestions from the immediate supervisor for continued improvement. The employee's immediate supervisor may request an informal meeting when deemed necessary.

4.8 Personnel File: The personnel file of each employee shall be maintained at the District's central administration office in a locked file.

4.9 Type of Material Contained in Personnel Files: Materials in personnel files of employees 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. Such material is not to include ratings, reports, or records which were:

(a) obtained prior to the employment of the person involved,

(b) prepared by identifiable examination committee members, or

(c) obtained in connection with a promotional examination.

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 district.

4.10 Worksite File: Material maintained in a worksite file shall be kept in a locked file at all sites and shall be available only to the employee's immediate supervisor and management who have a need to know.

4.11 Derogatory Materials: Information of a derogatory nature, except material mentioned in the second (2nd) sentence of Section 4.9, 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 business hours, and the employee shall be released from duty for this purpose without salary reduction.

4.12 Obtaining Copies of File Material: An employee shall have the right to obtain copies of any material from the employee's personnel file with the exception of materials that include ratings, reports, or records which were obtained prior to the employment of the employee involved.

4.13 Confidentiality of Personnel File: All personnel files shall be kept in confidence and shall be available for inspection only to the employee's immediate supervisor and management when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

4.14 Placement of Written Materials in the District Personnel File: Any person who places written material or drafts written material for placement in the employee's personnel file shall sign or initial the material and signify the date on which such material was drafted. Any written materials placed in the personnel file shall indicate the date of such placement.

ARTICLE V
HOURS AND OVERTIME

5.1 Full-Time Assignment: The workweek for full-time employees shall consist of five (5) consecutive days, Monday-Friday, of eight (8) consecutive hours per day and forty (40) hours per week. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable workday. The starting time of a regular day shift shall be between the hours of 6 a.m. and 9 a.m. The lunch period shall be in the middle of the shift. This article shall not restrict the extension of the regular workday and workweek on an overtime basis when such is necessary to carry on the business of the District.

5.1.1 Exception to the Monday-Friday schedule shall apply to full-time and part-time employees:

(a) any employee currently working a different schedule, or

(b) any employee mutually agreeing with the District to work a different schedule with the understanding that the position shall return to its original status upon being vacated.

(c) Any position in the Maintenance Operations and Transportation Department posted and filled for a Tuesday through Saturday Schedule commencing between the hours of 6:00 a.m. and 9:00 a.m.

5.1.2 Alternative weekly schedules may be negotiated between CSEA and the District.

5.2 Workday: The workday for full-time employees shall be eight (8) consecutive hours of work exclusive of lunch. The provisions of this article shall not restrict the use of split schedules or shifts for the bus drivers, or the extension of the regular working hour schedule on an overtime basis when such is necessary to carry on the duties of the District.

5.3 Part-Time Assignment: The length of the workday for part-time employees shall be designated by the District. At the beginning of the school year, and for the term of this Agreement, part-time assignments shall be assigned a fixed regular and ascertainable minimum number of hours, and shall be not less than three (3) consecutive hours per day, the total of which may occur in more than one job classification, for five (5) consecutive days. Nothing in this section shall prevent the District from offering a position of less than three (3) hours a day and/or five days a week with the mutual consent of CSEA and the District.

5.4 Lunch Periods: An employee who works for five (5) consecutive hours or more each workday shall receive an unpaid, duty-free meal period of not less than one-

half (½) hour or more than one (1) hour, to be mutually-agreed upon by the employee and his/her immediate supervisor.

5.5 Rest Periods: Employees working three (3) consecutive hours shall receive a ten (10) minute rest period within those three (3) hours. Employees working more than three (3) consecutive hours shall receive one fifteen (15) minute rest period for each three (3) hours or more of consecutive work within those hours. The immediate supervisor shall determine the number of employees to be off at any one time. The rest period shall not be used to lengthen the lunch period, shorten the workday, or make up for lost time.

5.6 Overtime:

5.6.1 Overtime is defined as any time required to be worked in excess of eight (8) hours a day or forty (40) hours in any calendar week, except as provided for in Section 5.9. Overtime hours shall be compensated at the rate of pay equal to time-and-one-half at the regular rate of pay for the employee. For all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7^{th}) consecutive day of work in a workweek, unit members shall be entitled to double their regular rate of pay. Unit members shall not work overtime unless given prior direction or authorization by their supervisor.

5.6.2 The work week shall consist of not more than five (5) consecutive work days for any employee having an average work day of four (4) hours or more during the work week. Such an employee shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the work week at the rate equal to one-and-one-half times the regular rate of pay of the employee. An employee having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her work week, be compensated at a rate equal to one-and-one-half times the regular rate of pay of the employee designated and authorized to perform the work.

5.6.3 Compensatory time off in lieu of cash compensation for overtime may be authorized by the District at the Unit Member's request until the Unit Member has reached an accrual limit of two hundred (200) hours of compensatory time off subject to the following: (1) Unit Members who work overtime shall have the option to receive compensatory time off for up to fifteen (15) hours per month. (2) Unit Members who work overtime in excess of fifteen (15) hours per month may request compensatory time off; however, the District retains the right to approve or deny such requests.

Compensatory overtime shall be earned at the appropriate rate of pay as specified elsewhere in this Collective Bargaining Agreement. A unit member shall have the right to know before accepting the overtime work

whether compensatory time will be authorized. A Unit Member's election to take compensatory time off in lieu of cash compensation shall be submitted to their immediate supervisor within two (2) work days following the overtime worked. Compensatory time off must be taken within the same fiscal year in which it was earned. Unused compensatory time off will be paid out at the end of the fiscal year.

The Unit Member and his or her direct supervisor shall work together to schedule earned compensatory time off without impairing the services rendered by the District.

5.6.4 When an employee is required to work on any holiday as specified in Article IX, he/she shall be paid or given compensatory time off for such work in addition to the regular rate of pay received for the holiday at the rate of time-and-one-half his/her regular rate of pay, except for Winter Break Crew (see Side letter E).

5.6.5 Available overtime shall be communicated to all eligible employees via a medium of communication mutually agreeable to CSEA and the District. Any change in practice shall not be made without consulting with the CSEA Chapter President. Said communication shall include the date, time, location, and any pertinent details i.e. name of event. Each employee shall have 24 hours to respond specifying whether they want the assignment or not. At the end of the 24-hour period, the overtime shall be assigned from among those who responded affirmatively, first to employees who work at the site in order of seniority, then to the entire department in order of seniority. Refusal by a senior employee of any overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment.

In the event that a Night Custodian reports their absence on the same day of their shift, the response time for eligible employees to accept an overtime assignment shall be (10) minutes. Unit members who are assigned a District radio shall be contacted by radio; otherwise, the District shall use the personal cell phone number on file.

5.6.6 For any work performed during the first thirty (30) minutes of overtime, overtime compensation shall be paid a minimum increment of one half-hour such that if a unit member works fifteen (15) minutes overtime, they are compensated for thirty (30) minutes overtime.

5.7 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 regular rate of pay (or overtime rate, when applicable) per incident. If such work is cancelled with less than eight (8) hours' notice, the employee shall receive the minimum amount of pay provided in this section. A unit member called in on a paid holiday (as listed under Article 9.2) shall receive a minimum of four (4) hours pay in accordance with Article 5.6.4.

5.8 Call-Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for no less than two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked, except that any employee called back between the hours of 12:00 a.m. and 5:00 a.m. shall be compensated for no less than three (3) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

5.9 Shift Differential — Reduction in Hours: Any employee whose assigned work shift commences between 3:00 p.m. and 12:00 midnight shall receive a shift differential in the form of an assigned shift of seven-and-three-quarters (7¾) hours for which he/she shall be paid for eight (8) hours at the regular rate.

5.10 Increase in Hours: When additional hours are needed for a specific position on a regular basis, those additional hours, as nearly as practicable, shall first be offered to those employees in the job classification by classification seniority. If the employee declines the assignment, it shall be offered to the remaining employees in the same job classification in descending order of job classification seniority until the assignment is made.

5.11 Hours Worked: For the purpose of computing the number of hours worked, all time during which the employee is in paid status shall be considered as hours worked, except for overtime.

5.12 Transportation Provision:

5.12.1 Routes:

(a) Initial Routes: For the first two (2) full weeks of school, assignments to routes shall be at the discretion of the District, but no employee shall be paid less than the minimum hours applicable to that employee in the preceding year.

(b) Routes may be changed during the year as required by changed circumstances.

5.12.2 Route Descriptions: The District, by the end of the second (2nd) full week of school each year, shall identify each route, showing the minimum number of hours of assignment for that route. A "route" is defined as the total daily number of runs assigned to a particular driver.

5.12.3 Route Assignment:

(a) Routes shall be assigned to bus drivers on the basis of seniority within the classification.

(b) A bus driver may decline a specific assignment made under this section. When a bus driver declines an assignment, the assignment shall be offered in descending order of seniority.

(c) If a driver declines two (2) assignment offers, he/she shall be assigned at the discretion of his/her supervisor.

(d) In the event no bus driver indicates a willingness to accept either a regular route assignment or an overtime assignment, the assignment shall be made in reverse order of seniority.

5.12.4 Special Trip Assignments:

Special trip assignments are defined as all driving work except regularly-scheduled routes.

Special trips shall be assigned to bus drivers on a rotating basis in order of seniority so that the distribution of work is assigned as equally as possible. Acceptance of special trips shall not impact regular driver routes. In the event that no bus driver accepts the assignment, the assignment may be made in reverse seniority or the district may go to an outside source.

Within the existing school year, special trip assignments shall be posted and assigned within 48 hours of receipt by the Transportation Department. If a driver declines a special trip assignment when his/her turn comes up in the rotation, that driver will not be called again until the next rotation.

5.12.5 Standby Time: Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips who are required to remain on standby for the duration of the event for which the special trips are made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in this article, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.

5.12.6 Vehicle Unavailability: Except as provided in law, whenever, as a result of the unavailability of District vehicles due to mechanical or other malfunctions as a result of an unforeseen emergency situation, a bus driver regularly scheduled to work is unable to work, he/she shall receive pay at the rate he/she would have received for working that day.

5.12.7 Substitute Bus Driver Training: Whereas, the District wishes to offer classified employees in classification other than bus driver the opportunity to participate in district provided classroom and behind-the-wheel training to qualify for a Class B driver’s license and work as a substitute bus driver. Pursuant to the above, the parties hereby agree to the following conditions for the training and subsequent work assignments:

(1) No employee shall be required to participate in the training program.

(2) Applicants shall be accepted on a case-by-case basis.

(3) The required forty (40) hours of district training shall be on paid time.

(4) Employees may flex their regular work schedule, where operationally feasible, in order to attend training, by mutual agreement of their immediate supervisor.

(5) The District shall reimburse employees for the cost of books and tuition for training.

(6) Employees shall receive the substitute bus driver rate of pay for all hours worked as a substitute bus driver, except that if the employee's regular rate of pay is higher, the employee shall receive their higher pay rate.

(7) This will reflect an exemption from Article 6.4 Out-of-Class-Pay off the contract. Substitute transportation salary will commence on the first (1st) day of performance.

5.13 Summer School Assignments: In accordance with Education Code 45102

5.13.1 When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular September to June academic year, the work shall be assigned to employees serving in the appropriate classification(s). Employees who apply for summer school service and who are in the same classification as the available summer school positions shall be offered summer employment based upon consideration of the following factors: applicant's seniority in the classification in which the vacancy exists, applicant's qualifications, and/or interview(s). Internal applicants serving in the same or similar classifications as the summer school positions shall be offered the work before any external applicants are considered, provided that the internal applicant applies within ten (10) working days after the summer school position is closed.

5.13.2 When it is necessary to assign employees not regularly so assigned to serve during a summer school period, the assignment shall be made in the appropriate classification but in no event shall the employee be required to accept such assignment.

5.13.3 An employee who accepts a summer school assignment, and who works in a lower classification during summer school, will receive the lower rate of pay for the classification he/she is working. An employee who works in a higher classification will receive the higher rate of pay for the classification he/she is working.

5.14 Distribution of Job Information: Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular worksite, regularly assigned work shifts, the hours per day, days per week, and months per year.

5.15 Special Education Assignments: Unit members assigned to work with Special Education inclusion students shall be provided with training that is relevant to the employee's assignment as identified in the student's IEP and the student's disability. Such training shall include appropriate instructional strategies, specialized health care needs, pupil management and the like.

5.16 Paraprofessional—Special Education II: The District and CSEA Chapter 485 agree that while a Paraprofessional—Special Education II may be assigned to an individual student(s) for the entire school year that, in the event that the student(s) withdraws from the District, the Paraprofessional—Special Education II may be transferred to another location and may have duties of a Paraprofessional—Special Education, but will maintain the position of Paraprofessional—Special Education II and shall remain in employment until at least the end of the Cabrillo Unified School District's school year.

5.17 Annual Trainings: Each school year, the District will estimate how long it should take for unit members to complete annual training and communicate that estimate to unit members before the last day of school.

12-month unit members shall complete all annual training during their regular workday with arrangements made with their immediate supervisor. The District shall communicate to less-than-12-month unit members that they may work on trainings up to the pre-authorized amount of extra hours outside of their regular work calendar (i.e. during the summer), to be documented on timesheets and paid at their regular rate of pay. Less-than-12-month unit members may also elect to complete their annual training during their regular workday with arrangements made with their immediate supervisor. Upon request, a unit member may complete training at the District office in which case they will be provided with a laptop to complete the training.

If a unit member cannot complete their training within the estimated number of hours, they shall contact Human Resources and complete the remainder of their training at the District office. Unit members shall be paid for the actual time spent completing the training.

5.18 On-the-Job Training: Unit members shall be provided with training that is relevant to their assignment, whether as a new employee of the District or as a permanent unit member who has changed classifications.

ARTICLE VI
SALARY

6.1 Payroll Period: All employees shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, paychecks shall be issued on the preceding workday. Employees on the variable payroll shall receive their paychecks, and pay for overtime work shall be issued, on or before the tenth day of the following month.

6.2 Paycheck Itemization: The following itemizations shall be included with the employee's variable paycheck: hours worked, hourly rate/step/range, and overtime earned/rate.

6.3 Payroll Errors:

6.3.1 Salary Underpayment: Any salary underpayment shall be corrected and a supplemental check issued within five (5) workdays following the determination that an error was made.

6.3.2 Salary Overpayment: Any salary overpayment shall be corrected by payroll deduction pursuant to a mutually agreed upon repayment schedule between the District and the employee.

6.4 Out-Of-Class Pay:

6.4.1 Employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board, unless the duties reasonably relate to those fixed for the position except as authorized herein.

6.4.2 An employee may not be required to work out of classification. However, if an employee voluntarily accepts an assignment to perform duties inconsistent with his/her classification his/her salary is adjusted upward to the rate for the higher classification for the entire period he/she is required to work out of classification. Rate of pay shall be at least ten (10) percent higher when taking the place of a unit member and at least fifteen (15) percent higher when taking the place of a non-unit member.

6.5 Longevity: Longevity increments shall be increased by the same percentage as the general salary increase. (Refer to CLASSIFIED SCHEDULE OF SALARY RANGES, Item 5.)

6.6 Professional Growth:

6.6.1 Professional Growth Committee: Three (3) classified employees appointed by CSEA, one (1) certificated administrator, and one (1) District office administrator, shall meet at designated intervals to review and approve individual proposals for professional growth credit. The committee shall

meet when required and shall select their own chairperson. The employee shall have the right to appeal by letter to the Professional Growth Committee. The Professional Growth Committee shall make the final decision.

6.6.2 Eligibility: Employees under contract with the District are eligible to participate in the program. Employees on unpaid leave are ineligible to participate in the program.

6.6.2.1 If an employee is paid to attend and receives reimbursement for classes and/or services, he/she shall not receive professional growth credit for these classes and/or services provided under this section.

6.6.3 Participation:

(a) The employee shall complete in triplicate a Request for Course Approval form. The request shall state the course to be taken, the institution to be attended, and the estimated time involved to complete the program.

(b) This request may be changed or adjusted by the employee and reviewed by the Committee as necessary. Copies of the Request for Course Approval form shall be distributed as follows: one (1) copy to the employee, one (1) copy to the employee's personnel file, and one (1) copy to the Committee.

(c) Upon completion of the required units/hours, the employee shall notify the personnel office. If all records are in order, the personnel office will submit a change of status to payroll indicating approval of additional compensation for professional growth.

6.6.4 Course List: A list of possible courses shall be made available to the employee upon request from the Committee.

6.6.5 Increment: Professional growth increments can be earned upon completion of nine (9) semester units. The professional growth increment can be earned through any combination of the following activities:

(a) Continuing Education: Credit will be given for the completion of college, adult education, or trade school courses pertinent to an employee’s job assignment. Courses must be completed to receive credit.

(b) District Inservice Workshops: Attendance and participation in District in-service workshops or meetings held outside of regular working hours shall be restricted to subjects and topics which relate solely to the employee's classification or District's benefit or welfare.

(c) District Approved Educational Agencies and Special Programs**:** Included in these activities are workshops, seminars, conferences, conventions, institutes, lectures, etc., offered by colleges, adult schools, or professional associations, or special events approved by the Professional Growth Committee. Auditing of college classes may also be included in this category.

(d) Professional Association Participation: Active participation in the leadership of professional associations by serving as elected officers or organizations approved by the Governing Board.

6.6.6 Schedule of Units:

(a) The number of units earned for academic courses, offered by colleges, community colleges, and trade schools, verified by a passing grade, will be granted.

(b) All professional growth candidates taking courses at adult education must obtain a passing grade and follow the attendance schedule as noted below in order to receive full credit for the course. In certain cases, where an employee has more than the permitted number of absences, the Professional Growth Committee may grant a lesser amount of credit as follows:

Total Hours in Adult Education Courses and Inservice Training	***Absences Permitted***	***Professional Growth Semester Units Granted***
5 - 9 hours	None	¼
10 -15 hours	None	½
16 - 20 hours	1	1.0
21 - 30 hours	1	1.5
31 - 40 hours	2	2.0
41 - 50 hours	2	2.5
51 or more hours	2	3.0

(c) Institutes, Lectures, Conferences, or Approved Employee Organizations:

Type of Conference, Course, Elected Office, etc.	***Credit***
Attendance verified for short learning program in a special field of work (such as summer institutes)	1 unit/20 hours
Auditing a course (certification of attendance required)	1 unit/20 hours
Attendance at conferences and conventions (maximum allowable: 9 hours)	¼ unit/4 hr day or ½ unit/9 hr day
Hold elected office in approved local association	½ unit full term

Hold an elected office in county, state, or national association	¾ unit full term

Classes taken during employer time or for which the District pays tuition and/or expenses will not be counted for credit.

6.6.7 Calculation of Increments**:** The professional growth increments should be credited annually, at the beginning of the fiscal year, and paid monthly.

Each increment shall be calculated at two (2) percent of Step A, Range 23 of the Schedule of Salary Ranges and prorated to the number of hours worked per day.

6.7 Deferred Compensation Program: The district shall implement the CalPERS 457 Deferred Compensation Program consistent with the Plan Document. It is understood that there is no additional expense to the District to implement the program.

6.8 Salary Increase (2025/2026 School Year): Unit members in paid status as of July 1, 2025, shall receive payment based upon the following:

6.8.1 Effective July 1, 2025, the following classifications shall be upgraded as follows:

- Paraprofessional – Range 11 to Range 13
- Yard Duty Supervisor – Range 12 to Range 13
- Paraprofessional Bilingual – Range 12 to Range 14
- Food Services Assistant II – Range 13 to Range 14
- Food Services Assistant III – Range 14 to Range 17
- Paraprofessional Special Ed II – Range 17 to Range 19
- Custodian II – Range 19 to Range 20
- Grounds Maintenance Worker – Range 21 to Range 22
- Maintenance Custodian – Range 22 to Range 24
- Lead Custodian II – Range 24 to Range 25
- Administrative Assistant I – Range 23 to Range 24
- Administrative Assistant II – Range 23 to Range 24
- Administrative Assistant III – Range 24 to Range 25
- Maintenance Worker – Range 25 to Range 27

6.8.2 Effective July 1, 2025, the Classified Salary Schedule (as modified above) will be increased by 2.5%.

6.9 Salary Increase (2026/2027 School Year): Unit members in paid status as of July 1, 2026, shall receive payment based upon the following:

6.9.1 Effective July 1, 2026, longevity increments shall be modified as follows in Appendix B:

Current Years of Service	Current Monthly Payment	New Monthly Payment (effective July 1, 2026)
8	$61.63	$133.56
12	$133.56	$215.08
16	$215.08	$298.84
20	$298.84	$381.62
24	$381.62	$478.66
28	$478.66	$588.63
32	$588.63	$709.38
36	$709.38	N/A

6.9.2 Effective July 1, 2026, there shall be an increase of 3.0% to the salary schedule.

6.10 Salary Increase (2027/2028 School Year): Unit members in paid status as of July 1, 2027, shall receive payment based upon the following:

6.10.1 Effective July 1, 2027, there shall be an increase of 4.0% to the salary schedule.

6.10.2 Effective January 1, 2028, there shall be an increase of 1.0% to the salary schedule.

6.10.3 Said increases for the 2027/2028 school year shall also apply to the longevity increment schedule under Appendix B.

ARTICLE VII

EMPLOYEE EXPENSES AND MATERIALS

7.1 Uniforms: The District shall pay for the rental, cleaning, and maintenance of uniforms, identification badges, emblems, and cards required by the District to be worn or used by employees.

7.2 Tools: Employees shall not be required to furnish their own tools, equipment, or safety equipment/gear. Should the District assign duties requiring the use of tools, equipment, or safety equipment/gear, the District shall furnish same.

7.3 Physical Examination: The District shall pay for the cost of any medical examination required by the District.

7.4 Fingerprinting Check: The District shall pay for the cost of fingerprinting employees.

7.5 Loss of Personal Property: If prior approval to use specified personal property is obtained, in accordance with Board Policy 416, the District shall provide for reimbursement or replacement for the loss, destruction or damage by arson, burglary or vandalism of personal property up to a limit of $300.00 and in the absence of negligence on the part of the owner of such property.

7.6 Safety Equipment: The District shall provide safety equipment required by the District. Employees shall wear or use such required equipment.

7.7 Mileage: Any employee requested by his/her immediate supervisor to use his/her vehicle to perform tasks required by the District may request reimbursement at the Governing Board's established rate.

The employee may not submit for reimbursement until he/she has accrued mileage which will entitle him/her to a reimbursement of a minimum of five dollars ($5.00). Accumulation of mileage may occur over the entire school year and need not be submitted monthly. Reimbursement for less than five dollars ($5.00) may be submitted by the employee at the end of the school year.

7.8 Expenses: The District shall pay or reimburse permanent employees for the following expenses provided they are required by the District to maintain their employment status and provided they are approved in writing by his/her supervisor prior to the activity. If the District provides the class and/or services on paid time, the employee shall be reimbursed for the expenses.

7.8.1 The initial tuition fee for a First Aid class to maintain a current First Aid Certificate.

7.8.2 The fee for a tuberculosis (T.B.) test not to exceed the amount charged by the San Mateo County Department of Health Services.

7.8.3 The tuition and material fees for the classroom instruction hours required by law to renew a California School Bus Driver's Certificate.

7.8.4 The initial license fee to obtain or renew a California School Bus Driver's Certificate.

7.8.5 The cost of the physical examinations required by law for School Bus Drivers in an amount not to exceed the amount charged by the District's physician.

ARTICLE VIII
HEALTH AND WELFARE BENEFITS

8.1 Employee and Dependent Insurance Coverage: The District agrees to pay, for all employees and their dependents, prorated as applicable, the comprehensive programs of dental and vision insurance as stated in this section, subject to carrier availability and carrier stipulations. Additionally, the District shall pay for a single-party medical insurance plan up to the full cost of the Kaiser High single-party plan.

Should the Association select mutually agreed upon medical/hospital/surgical/ prescription carrier(s) of lesser cost to the district, upon completion of the first year, a bonus of 50% of the net cost savings will be awarded to the Association members.

8.1.1 Employees will have a choice of Sutter, United Health or Kaiser medical insurance, during the open enrollment period of the maximum premium paid will be calculated by the end of the first full week in October each year. Deductions will take effect on the October payroll warrant.

8.1.2 Effective July 1, 2021, Cash in Lieu will be calculated at $256.51 per month. Cash in Lieu will be adjusted by the actual COLA received for salary increases.

8.1.3 Dental coverage will be provided by Delta Dental Plan of California.

8.1.4 Vision care will be provided by Vision Service Plan.

Such benefits shall be received by the employees as follows:

8.1.5 Full-time employees: 100% fully-paid benefits.

1. **For the 2013-2014 Plan Year**: Commencing with the 2013-14 school year (i.e., the benefit plan year on October 1, 2013), the District's maximum contribution toward medical benefits for the term of this Agreement (i.e., through the 2014-2015 plan year) shall not exceed premiums for the Kaiser High Plan offered through the District's health benefit carrier. Upon expiration of this Agreement, the provisions set forth for 2014-2015 below shall apply.

2. All other provisions for Article VIII shall remain status quo, except for the following:

i. Section 8.1.1: Substitute "Anthem Blue Cross" for "Health Net."

ii. Section 8.1.5 paragraph 2 (i.e., the $75/$100/$189.84 employee contribution) shall be eliminated effective October 1, 2013.

3. **For the 2014-2015 Plan Year:** Status quo as described in 2013-2014 above, subject to the following: Upon expiration of this Agreement, effective with the plan year beginning October 1, 2015, the District's maximum contribution toward medical benefits shall not exceed premiums for the high plan of the lowest cost provider offered through the District's health benefit carrier.

4. New Employees The maximum District contribution for health benefits for employees whose first date of paid service is on or after July 1, 2011 shall be equal to the annual cost of coverage for the employee only on a pro rata basis per FTE.

a. New employees may elect to contribute out of pocket through monthly (12 months) automatic payroll deduction if they wish to purchase coverage beyond the employee only level.

b. The definition of "new employees" as used herein excludes unit members who were employed during the 2009-2010 school year who were laid off at the end of that year, or in any subsequent year, if such employee(s) are rehired within the statutory 39-month reemployment period.

c. Effective July 1, 2025, the District shall contribute $200 per month to those unit members whose first date of paid service is on or after July 1, 2011, and who elect the Employee + 1 or full family plan. Unit members who elect the low plan (Employee + 1 or full family) of the lowest cost provider shall have the difference between the employee-only high plan and the employee-only low plan of the lowest cost provider be applied towards the cost of the Employee + 1 or full family plan. These amounts shall not be prorated per FTE.

Effective July 1, 2026, the District's contribution under this subsection shall be increased to $300 per month.

Effective January 1, 2028, the District's contribution under this subsection shall be increased to $400 per month.

8.1.6 Regarding health insurance coverage for all part-time employees, the amount of the premium paid by the district for part-time employees shall be based upon the ratio of the number of hours worked per day as it bears to eight (8) hours for the work year of the employee.

8.1.7 Regarding vision and dental coverage for all part-time employees, the amount of eligible coverage for part-time employees shall be on a prorated basis as follows:

Hours Worked Per Day	***% of Benefits***
0 – 4.24	50%
4.25 – 6.24	75%
6.25 - 8	100%

8.2 Eligibility:

8.2.1 All employees shall be covered under the programs provided for in Section 8.1 of this article in accordance with that section.

Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.

8.3 Benefit Plan Deductions: The District agrees to provide all active employees with payroll deduction for all benefit programs available in the District.

8.4 Life Insurance: A $20,000 life insurance policy shall be provided for all eight (8) hour-a-day employees.

8.5 Health and Welfare Benefits: Upon retirement, a retiree may elect to continue to participate in the group medical plans, provided the retiree remits advance payment to the district for the insurance premium and provided the carrier permits such participation. Upon death of a participating retiree, the surviving spouse may continue on the group medical plan, provided he/she remits advance payment and provided the carrier permits such participation.

8.6 Health and Welfare Benefits: The District and CSEA Chapter 485 agree that Article VIII, Health and Welfare Benefits, of the Agreement between the two entities does not bind the District to the named carriers included therein. Any changes in the carriers for fringe benefits currently in effect will be considered in cooperation with the representatives of CSEA Chapter 485 through their participation on the District's Insurance Committee and negotiations.

8.7 Temporary Increase in Hours: A part-time unit member who works at least thirty (30) minutes per day in excess of their part-time assignment for a period of forty (40) consecutive working days or more shall receive a prorated contribution to their health benefits for the period of time that they worked in excess of their part-time assignment. The adjustment in the proration shall be based upon the average increase in hours over the time period.

ARTICLE IX
HOLIDAYS

9.1 **Holiday Eligibility**: All employees shall be entitled to the holidays listed herein provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

9.2 **Scheduled Holidays**: In any given school year, a 12-month unit member is entitled to eighteen (18) paid holidays as follows:

Holiday	***Day(s) Observed for Holiday***
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Day	As per District-Adopted Calendar
Washington's Day	As per District-Adopted Calendar
Friday of Spring Vacation	As per District-Adopted Calendar
Memorial Day	Last Monday in May
Independence Day	July 4
Juneteenth	June 19
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Thursday proclaimed by the President and the following Friday
Christmas Eve	December 24
Christmas Day	December 25
Winter Holidays	Four weekdays after Christmas except for Winter Break Crew who would receive four (4) floating holidays as set forth in 9.5 Winter Break Cleaning Crew

Unit members whose regular work year is less than 12 months are entitled to the holidays when they meet the criteria in Article 9.1.

9.3 **Additional Holidays:** Shall be any day appointed by the President, or the Governor of the State, as provided for in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, thanksgiving, or holidays, or any day declared a holiday under Education Code Section 1318 or 37222 for classified employees.

9.4 **Holidays on Saturday or Sunday**: When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

9.5 Winter Break Cleaning Crew: CSEA and the District agree that maintenance of the school sites is a mutual concern. Therefore, in order to appropriately prepare the schools for the new year, maintenance and operations employees will be asked to join a work crew during the winter break between Christmas and the New Year which shall be called the Winter Break Crew.

1. By October 31, the District will determine the nature of the tasks to be accomplished and the number of custodial/maintenance workers needed for the Winter Break Crew.

2. Volunteers will be solicited. If none are forthcoming, employees with least seniority will be assigned.

3. Employees on the Winter Break Crew who work during the winter break will receive an equal number of floating holidays (taken separately or together, at the employee's preference during the fiscal year) and will receive a financial incentive to be determined by October 31.

ARTICLE X
VACATION

10.1 Eligibility: All permanent employees having completed their probationary period shall earn paid vacation under this article.

Regular employees (full or part-time) shall be entitled to a prorated vacation with pay.

Regular employees (full or part-time) shall accrue vacation benefits from their first month of service.

(a) Employees who work for ten (10) months or more each year shall take their vacation inside their work year.

(b) Employees who work for less than ten (10) months shall have their vacation added to their yearly salary and shall not take vacation within their work year.

10.2 Paid Vacation: Each employee shall receive paid vacation immediately following the fiscal year in which it is earned. When requested by the employee, in accordance with this article, paid vacation may be granted in the fiscal year in which it was earned and within the District's work requirements.

10.3 Accumulation: The following vacation schedule shall be in effect for regular employees (full or part-time) during the term of this Agreement:

Year Employed	***Days of Vacation Per Year***
1	12
2	13
3	14
4	15
5	16
6	17
7	18
8	19
9	20
10 and over	22

10.4 Vacation Pay: Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in working status (overtime excluded).

10.5 Vacation Scheduling:

10.5.1 Vacation shall be scheduled in advance at times requested by employees, insofar as practicable, as determined by the employee's immediate supervisor and within the work requirements of the District.

10.5.2 During the first workweek of March, the District shall, through the employee's immediate supervisor, provide vacation forms at each worksite. The forms will indicate the employee's first and second choices for vacation preference. A summary sheet showing each employee's total vacation accrued shall be posted at each site.

10.5.3 No later than the last working day of March, the employee shall return to his/her immediate supervisor his/her first and second choices for vacation preference.

10.5.4 Not later than the last working day of April, the immediate supervisor shall inform each employee of his/her actual vacation dates. All vacations shall be final except as otherwise provided in this article. Employees whose first or second choices cannot be honored will be given written notice of the reason upon receipt by the employee of his/her vacation schedule.

10.5.5 If, for any reason, an employee is denied a scheduled vacation in the year following the year in which it is accrued, the employee shall suffer no reduction in the number of vacation days due, and the employee may request to carry over the vacation days to the following fiscal year. Rescheduling of previously denied vacation shall be in accordance with Section 10.5.8 of this article.

10.5.6 If two (2) or more employees within the same department at the same site who are in the same job classification request identical vacation schedules, the employee with the greatest seniority within that classification at the site or in the department shall be given his/her choice of vacation schedule.

10.5.7 When an employee with the greatest seniority at a given site and within a given job classification receives his/her choice of vacation, all other vacations at the employee's site and within the job category shall be scheduled in descending order of seniority.

10.5.8 Any employee who has not received his/her first or second choice of vacation schedule shall be given his/her choice of time determined appropriate for vacation purposes in descending order of seniority at a given site and within a given job classification.

10.5.9 Any employee who has been denied his/her choice of vacation after having been scheduled due to the District needs shall be given his/her choice of a time determined appropriate for vacation purposes by the District in descending order of seniority at a given site and within a given job

classification. A vacation schedule in accordance with this section shall be granted.

10.5.10 All other employees who for any reason do not submit a vacation request form within the specified time limits shall have their vacations scheduled to those open dates and times that remain, or, in the alternative, may request that all or any part of their vacation be carried over for use during the following fiscal year, provided that the carryover limit under Article 10.9 is not exceeded.

10.6 Holidays: When a holiday as defined in Article IX falls during the scheduled vacation of any full-time employee, such holidays shall not be charged against the employee's vacation balance, provided the employee was in paid status on the day immediately preceding the vacation period and the day immediately following the vacation period.

10.7 Vacation Postponement: If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, as requested by the employee and approved by the District, or may request to carry over his/her vacation to the following year, provided that the carryover limit under Article 10.9 is not exceeded.

10.8 Interruption of Vacation: An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination, and such leave has been approved in advance by the District.

10.9 Vacation Carryover:

(a) Vacation must be taken in the year following the year in which it was accrued, however, up to one year's entitlement of vacation days may be carried over to the succeeding year. One year's entitlement is determined by the number of years a unit member has been employed as set forth under Article 10.3.

(b) If an employee is not permitted by the District to take approved vacation time because of his/her job requirements, the employee may carry over the vacation time to the following year, provided that the carryover limit under Article 10.9 is not exceeded, or elect to be paid for the vacation days at the employee's rate of pay at the time the vacation entitlement is to be paid. If the carryover limit is reached, the unit member shall be paid for any excess vacation days at their rate of pay at the time the vacation entitlement is to be paid.

10.10 Vacation Cash Out: The following shall apply to those unit members who, as of July 1, 2022, have an accrued balance of more than one (1) year's

entitlement to vacation leave: Effective July 1, 2022, at the end of each fiscal year, any vacation accrual in excess of one (1) year's entitlement shall be cashed out by the District at no more than two hundred (200) hours per year, unless a greater amount of cash out is requested by the employee and agreed to by the District. Any excess vacation leave balance in excess of the one (1) year's entitlement remaining on June 30, 2027 will be paid out.

ARTICLE XI
LEAVES

11.1 Bereavement Leave: Every employee shall be granted necessary leave of absence with pay not to exceed five (5) days on account of death of any member of his/her immediate family.

Bereavement leave shall be completed within three (3) months of the date of the death of the family member. Upon request, the employee shall provide documentation of the death of the family member within thirty (30) days of the first day of the leave.

11.1.1 **"**Immediate family" means mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, husband, wife, son, son-in-law, daughter, daughter in-law, brother or sister, stepmother, stepfather, stepchild, domestic partner, legal guardian, foster children of the unit member or spouse, or any relative living in the immediate household.

11.1.2 In those instances where a special relationship exists, the Human Resources Department, may upon request, grant one (1) day's bereavement leave without loss of pay on account of the death of an individual not identified under 11.1.1. Employees may use available personal necessity days for additional bereavement leave.

11.2 Jury Duty: Employees may be absent from duty to serve as jurors or court witnesses pursuant to subpoena without loss of pay. Fees paid the employee for such purposes, excluding meals, travel, and parking expenses, shall be endorsed to the District.

11.2.1 Employees, upon being served notice for jury duty from officers of the court, must notify their immediate supervisor of such notice.

11.2.2 Employees are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to approving jury duty leave reimbursement.

11.3 Military Leave: An employee shall be entitled to military leave as provided for in the Military and Veteran's Code.

11.4 Illness or Injury Leave: Every employee employed five (5) days a week by the District shall be entitled to twelve (12) days of leave of absence for illness or injury with full pay for a fiscal year of service.

11.4.1 An employee employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days of leave of

absence for illness or injury as the number of months he/she is employed bears to twelve (12).

11.4.2 An employee who works less than eight (8) hours a day shall receive sick leave benefits on a prorated basis as the number of hours worked bears to eight (8).

11.4.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).

11.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

11.4.5 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

11.4.6 Employees shall provide notice to their immediate supervisor when there is a need to be absent on account of illness or injury as soon as the need is known and before the start of their shift, unless the need is caused by an unforeseen emergency. The notice shall include the employee's expected duration of absence.

11.5 Industrial Accident and Illness Leave

11.5.1 An employee shall be entitled to an industrial accident or illness leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall commence on the first day of absence and shall not be accumulated from year to year, and when any leave overlaps a 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.

11.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Laws of this State, exceed the normal wage for the day.

11.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation,

or other paid leave shall then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation Laws of this State at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

11.5.4 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her original position where practicable and without suffering any loss of employment status or benefits.

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

11.5.6 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 person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

11.5.7 Whenever possible, injuries shall be reported within twenty-four (24) hours to the business office on forms provided for this purpose.

11.5.8 Whenever possible, serious accidents or accidents requiring immediate hospitalization should be reported immediately by phone to the business office.

11.6 Entitlement to Other Sick Leave: Each fiscal year, each regular bargaining unit employee shall be credited with 100 working days of paid sick leave for personal illness or injury. When the current year and accumulated full pay personal illness or injury days are exhausted, the remainder of the 100 personal illness or injury days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled; however, employees may elect to use such paid leaves to supplement the 50 percent compensation up to 100 percent of their regular earnings.

11.7 Break In Service:

11.7.1 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status, and

all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

11.7.2 Time spent on an unpaid leave of absence shall not be credited for employment status or benefits but neither shall it be considered a break in service.

11.7.3 If at the conclusions of all paid or unpaid leaves of absence a permanent employee is still unable to resume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months, no break in service shall have occurred.

11.8 Personal Necessity Leave:

A bargaining unit member may elect to use annually up to eight (8) days of accumulated personal illness leave for the purpose of personal necessity. Of the eight (8) personal necessity leave days, unit members may utilize six (6) of such days without providing a reason to the District (i.e., “no-tell”). “No-tell” days shall not be used on the first and last days of school. Unit members may not take more than two (2) personal necessity days in a consecutive manner.

11.8.1 All employees are entitled to use accumulated sick leave for personal necessity. Personal necessity leaves are allowable for the following reasons:

(a) Death or serious illness of a member of the employee's immediate family. (See definition for immediate family under Bereavement Leave, Section 11.1.1.)

(b) Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

(c) Birth or adoption of his/her child.

(d) Appearance in any court or before any administrative tribunal as litigant, party, or witness under subpoena or any order made with jurisdiction.

(e) Personal business or other "contingency" that cannot be taken care of before or after work hours or on Saturday or Sunday, including required attendance at religious ceremonies.

(f) Personal necessity, including “no-tell” days, shall not be taken as part of a work stoppage or slowdown, or on a holiday or to extend a holiday. Regular personal necessity leave (i.e. the non “no-tell” days) shall not be taken for recreational activities.

If requesting a personal necessity day on a day that immediately precedes or follows a holiday, then the unit member must provide a reason under Article 11.8.1, subdivisions (a) through (e), and supporting documentation.

11.8.2 Prior authorization, except under extenuating circumstances, is required for reasons (c) and (d), above. When using this leave, the leave statement form shall be filed.

11.8.3 Whenever possible, a bargaining unit member must submit a completed request for personal necessity leave on a District form to the Personnel Department or on Frontline at least two (2) working days prior to the date on which such leave is requested. If advance notice is not possible, the unit member shall submit a completed personal necessity form to the Personnel Department or on Frontline within two (2) working days after return to work. The unit member shall identify the reason for the personal necessity leave on the form or on Frontline, unless the unit member is utilizing a "no-tell" day. If the unit member is utilizing a "no-tell" day, then the unit member shall indicate as such on the form and/or Frontline.

11.8.4 The District may request documentation or other verification to support a unit member's utilization of personal necessity leave, unless a "no-tell" day is utilized.

11.9 Retraining and Study Leave: A permanent employee who has worked for the District for three (3) continuous years may apply for a leave of absence without pay for the purpose of retraining or study. To take effect, a study/retraining leave of absence must be approved by the Superintendent and the Governing Board.

11.10 Conference Leave: A leave of absence not to exceed five (5) days may be granted with pay to the chapter president or his/her designee to attend the CSEA annual conference. Such leave must be approved by the Superintendent.

11.11 General Leaves: When no other leaves are available, a permanent employee may apply for a general leave of absence with or without pay on terms mutually agreed to by the District and the employee. A general leave of absence with or without pay must be approved by the Superintendent and the Governing Board.

11.11.1 Personal Leave: A personal leave without pay may be granted by the Superintendent or designee for a period of five (5) working days or less. If possible, the request should be made one (1) week in advance.

11.11.2 Compensation and Benefits While on Leave: While on leave of absence, without pay, deduction for salary will be made at the per diem rate of the individual's current salary. If the individual is in paid status fifteen (15) or more working days during a calendar month, applicable insurance benefits for the month will be paid by the District. If the individual is in paid status less than fifteen (15) working days during the calendar month, it will be deemed that he/she has not earned insurance benefits for the month

involved. In order to keep insurance policies from lapsing, the individual is on leave for less than one (1) month, the payment on request will be deducted from the next month's pay warrant. However, if the leave is for a longer period of time, the individual must submit to the Payroll Department the required amount of money prior to the beginning of each month for which the insurance must be paid.

11.11.3 Maternity and Parental Leave:

(a) Parental Leave: During each school year, a unit member who has completed at least one (1) year of service may utilize their personal illness or injury leave for the purpose of parental leave (i.e., baby bonding) for a period of up to twelve (12) workweeks, subject to and in accordance with Education Code section 45196.1. Such leave may be used intermittently in periods of at least one (1) week at a time.

If a unit member has exhausted all personal illness or injury leave and continues to be absent on account of parental leave, then for the remaining portion of the 12-workweek period, the unit member shall be compensated at no less than 50 percent of their regular salary for the remaining portion of the 12-workweek period of parental leave. Unit members may elect to use other available paid leaves, including vacation and comp time, to supplement up to 100% of their regular earnings.

(b) Pregnancy Disability Leave: In addition, an employee shall be entitled to use illness or injury leave, including extended sick leave, as provided in Section 11.6 of this article for temporary disability due to pregnancy, miscarriage, abortion, and recovery therefrom. Disability means that the employee is medically unable to perform her regular duties. The length of the leave of absence, including the date on which the leave commences and the date on which the employee shall resume duties, shall be determined by the employee and her physician. Such leave shall not be used for child care.

(c) The employee shall submit the verification from her doctor upon the form supplied by the District.

(d) Child Rearing Leave: In the case of a birth of a child, or adoption of a child, any employee parent shall have the right to apply for a leave without pay for child rearing purposes.

In cases where both parents are employees of the District, only one of said persons shall be entitled to such leave.

The cost of fringe benefits during the leave period shall be borne by the employee except as provided in this article.

In case of female employees granted child rearing leave, the leave may become effective on the date medical disability terminates, as verified, in writing, by a licensed physician.

Child rearing leave may be granted for a period up to the end of the school year in which the leave is granted or six (6) months, whichever is greater. Extensions of such leaves may be granted upon request of the employee subject to the recommendation of the immediate supervisor and approval of the Superintendent. Requests for extensions of child rearing leave shall be made at least three (3) months prior to the end of the leave period in process.

An application for child rearing leave shall be filed at least three (3) months before the anticipated birth of the child. In case of adoption, application for child rearing leave shall be filed at the earliest feasible time.

The date for the commencement and termination of child rearing leave shall in all cases be subject to and based upon a finding and determination by the Superintendent that such leave will not substantially interfere with the administration of the school or with the education of the pupils.

The balance of any unpaid child rearing leave shall be deducted by any paid parental leave taken under Article 11.11.3(a) for the same child.

11.11.4 Maternity Leave:

(a) A unit member shall be granted up to six (6) days accumulated personal necessity leave at the birth or adoption of his/her child (see Personal Necessity, 11.8.1.c). In addition, an employee shall be entitled to use illness or injury leave, including extended sick leave, as provided in Section 11.6 of this article for temporary disability due to pregnancy, miscarriage, abortion, and recovery therefrom. Disability means that the employee is medically unable to perform her regular duties. The length of the leave of absence, including the date on which the leave commences and the date on which the employee shall resume duties, shall be determined by the employee and her physician. Such leave shall not be used for child care

11.12 Family Care Leave (AB 109 Knox)

A bargaining unit member may use accrued sick leave, equal to the number of days accrued by the bargaining unit member in a six (6) month period, for the purpose of attending to a sick parent, spouse, or child (AB 109 Knox)

11.13 Family and Medical Care Leave

11.13.1 Employees who have completed one year of service, and at least 1,250 hours of service during the previous one year period (July 1 – June 30),

for the District have the right to request unpaid leave of absence for up to 12 workweeks within a 12-month period within the fiscal year for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child; for a child, spouse, domestic partner, parent, grandparent, grandchild, or sibling with a serious health condition; or for the employee's own serious health condition.

11.13.2 There is no carry-over of unused leave from one 12-month period to the next 12-month period.

11.13.3 "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted, or foster child, a stepchild, a child of a domestic partner, a legal ward, or a child of a person standing in loco parentis.

11.13.4 The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

11.13.5 Verification by the treating health professional is required by the District to verify the serious illness of the child, spouse, or parent.

11.13.6 Family care is an unpaid leave of absence. Health insurance coverage shall be maintained and paid for by the District for the duration of the leave not to exceed 12 workweeks in a 12-month period. The employee may be required to reimburse the District for the premium(s) paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrent, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

11.13.7 Employees on Family Care Leave (FMLA)/California Family Rights Act (CFRA) due to their own illness shall utilize any accrued leaves, including sick leave, and vacation during such leave. All leaves for this purpose shall run concurrently.

Employees on FMLA/CFRA to care for a parent, child, or spouse shall utilize concurrently with FMLA/CFRA any available and applicable leave that they otherwise are entitled to use for this purpose and their vacation leave. The employee may use additional accrued sick leave during the FMLA/CFRA period to care for a parent, child, or spouse. All leaves for this purpose shall run concurrently.

11.13.8 Right of Return: The employee shall retain employee status during the period of the FMLA/CFRA. The leave shall not constitute a break in

service for purposes of longevity and/or seniority under any collective bargaining agreement or under any employee benefit plan. Benefits must be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, et cetera.

11.14 Reproductive Loss Leave

A Unit member is entitled upon request to take up to five (5) days of leave following a reproductive loss event (i.e., miscarriage, stillbirth, failed adoption, failed surrogacy, or an unsuccessful assisted reproduction). Leave may be taken nonconsecutively. Reproductive loss leave shall not exceed twenty (20) days within a 12-month period if a unit member experiences more than one reproductive loss event.

Leave shall be completed within three (3) months of the reproductive loss event. However, if a unit member is on or elects to go on any leave provided under state or federal law, then leave shall be completed within three (3) months of the end date of the other leave.

Reproductive loss leave shall be unpaid, except that a unit member may use their accrued and available sick leave.

11.15 Right of Return from Nonindustrial Accident or Illness:

An employee returning from a leave of absence shall, unless he/she otherwise agrees, be reinstated to equal classification occupied by him/her at the time of the granted leave of absence. Where practicable, the employee shall be returned to his/her original assignment which was vacated at the time of the leave. He/she is entitled to all previously accumulated sick leave and vacation, but will not be granted accumulation of sick leave or vacation for the period of his/her absence except as provided by law. District fringe benefits are forfeited during any unpaid leave of absence unless fully paid by the employee, in advance, for the total period of such leave.

ARTICLE XII
TRANSFERS

12.1 Employee Initiated Transfer:

12.1.1 When a new position is created or an existing position becomes vacant in the same classification, a permanent employee may apply for a transfer by filing a written request on a form jointly approved by CSEA and the District. A copy is to be retained by the employee.

12.1.2 Posting of Vacancy Notice: The District shall send one copy of every job vacancy notice to the President of CSEA Chapter 485 on the first day of posting. Notice of all vacancies shall be posted on bulletin boards of prominent locations at each District job site. The job vacancy shall remain posted for a period of ten (10) full working days. The job vacancy notice shall be numbered and shall include:

(a) the job title,
(b) a brief description of the position and duties,
(c) the minimum qualifications required for the position,
(d) the assigned job site,
(e) the appropriate number of work days per year and shifts,
(f) the salary range, and
(g) the deadline for filing to fill the vacancy.

12.1.3 No transfer request shall be filled until the completion of the posting period.

12.1.4 The employee must, within the twelve (12) month period prior to the transfer request, have performed his/her work in a satisfactory manner, based upon the most recent evaluation.

12.1.5 The Personnel Department will establish a transfer request log which will be available for review by CSEA.

12.1.6 When seeking to fill a vacancy through transfer procedures, all employees on the transfer log who make application shall be granted an interview. If the District decides to select from its employees, the employee on the transfer log with the greatest district wide seniority shall be offered the position provided that all other qualifications are equal.

12.1.7 Any employee who is not offered a position for which he/she applied may request to meet with the Personnel Director for the purpose of discussing such reason(s). Such reason(s) shall be placed in writing if requested by the employee.

12.1.8 Any time prior to official confirmation, the employee may withdraw his/her transfer request.

12.2 Employer Initiated Transfer: Any employee may be involuntarily transferred based upon justifiable needs provided that such transfer shall not be for arbitrary, capricious, or vindictive reasons, and shall not result in the loss of pay or benefits to the employee. The employee shall meet with the Personnel Director and be given the specific reasons for the transfer and such reasons shall be placed in writing and forwarded to the CSEA President upon the employee's request.

12.3 Emergency Transfer: When an emergency situation exists, an employee may be temporarily transferred within the District. At the end of his/her temporary assignment, the employee shall be returned to his/her original assignment and job site. No temporary transfer shall extend beyond the current fiscal year. The vacancy, if deemed to be needed on a permanent basis, shall be filled in accordance with the provisions of this article.

ARTICLE XIII
PROMOTION

13.1 Posting of Notice:

13.1.1 Notice of all job vacancies shall be posted on bulletin boards in appropriate locations at each occupied District job site and provided electronically to all unit members.

13.1.2 The job vacancy notice shall remain posted for a period of ten (10) working days during which time employees may file for the vacancy.

13.2 Notice Content: The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned workshift times, days per week, months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

13.3 Filing: Any employee may file for the vacancy by submitting application through EdJoin within the filing period. Any employee on paid or unpaid leave or vacation may authorize his/her job representative to file on the employee's behalf.

13.4 First Consideration: Employees shall be given first consideration for promotion to positions represented by CSEA provided their training and ability meet the necessary requirements. The District will interview all qualified CSEA unit members who apply for a posted vacancy. When a unit member is not selected for promotion, then he/she may request to meet with Human Resources to discuss the decision.

13.4.1 Interview panels shall be composed of no more than five (5) individuals and shall include at least one (1) CSEA unit member.

13.4.2 Members of interview panels must disclaim whether they have any familial relationship with the candidates and must withdraw from the panel if related.

13.5 Step Placement: Any employee promoted in the classified service shall have his/her salary adjusted to Step A of the new range or to one step above the old salary, whichever is higher.

13.6 Probationary Extensions: If a probationary employee is promoted to a higher classification before the end of the probationary period, the probationary period for that employee shall be extended for six (6) months from the date of the promotion, at which time he/she shall be eligible for a step increase.

13.7 Probationary Status for Promoted Permanent Employees: If a permanent employee is promoted to a position in a higher classification, that employee shall

be probationary in the new position for a period of three (3) months, at the end of which he/she shall be entitled to a step increase providing performance is satisfactory. In the case of a permanent employee in probationary status in a position due to promotion who is not performing satisfactorily during the probationary period, the District may either extend the probationary period for an additional three (3) months or reassign the employee to the position held prior to the promotion.

ARTICLE XIV
RECLASSIFICATION

14.1 Placement in Class: Every bargaining unit position shall be placed in a class.

14.2 Definition: A reclassification is any permanent change in duties and/or responsibilities for a classification or position(s) due to new duties being performed by an incumbent(s) as defined in the job description which may warrant an incumbent changing to a different, already-existing classification.

14.3 Request for Reclassification: Either the District or any employee may submit a request for reclassification at any time during the life of this Agreement for any position. All requests shall be in writing.

14.3.1 Employee Requests: Upon a meeting with the immediate supervisor, the employee(s) shall submit a written request to reclassify a position which shall include the reasons for the request to his/her immediate supervisor, with copies to the appropriate district level administrator and the President of CSEA.

(a) The employee's immediate supervisor shall investigate and respond to the reclassification request in a written recommended decision forwarded to the appropriate district level administrator with copies to the employee and the President of CSEA within twenty (20) working days.

(b) Within ten (10) working days after receiving the reclassification response, the district level administrator shall meet with the employee(s) to discuss the request.

(c) The appropriate district level administrator shall issue a decision regarding the reclassification request within twenty (20) working days.

(d) If the parties agree to the district level administrator's decision, it shall be presented to the Governing Board for final approval.

(e) If the parties do not agree to the district level administrator's decision, it may be appealed by CSEA within ten (10) days through advisory arbitration or through the Governing Board. The arbitration process shall conform to Article XVII; however, the decision shall be advisory to the Governing Board. The Governing Board shall act upon the request within twenty (20) working days. The decision of the Governing Board is final.

14.3.2 District Requests: Requests by an employee's immediate supervisor to reclassify a position and the reasons for the request shall be submitted in written form to the appropriate district level administrator with copies to the employee and the President of CSEA.

(a) The appropriate district level administrator shall investigate and respond to the reclassification request in a written decision with copies to the employee, the immediate supervisor, and the President of CSEA within twenty (20) days.

(b) If the parties agree to the district level administrator's decision, it shall be presented to the Governing Board for final approval.

(c) If the parties do not agree to the district level administrator's decision, it may be appealed by CSEA within ten (10) days through advisory arbitration or through the Governing Board. The arbitration process shall conform to Article XVII; however, the decision shall be advisory to the Governing Board. The Governing Board shall act upon the request within twenty (20) working days. The decision of the Governing Board is final.

14.4 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified upward, the position or positions shall be placed on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing individual position.

14.5 Incumbent Rights: When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the reclassified positions.

When at least one (1) but not all positions in a classification is reclassified due to new duties being performed by the incumbent, the incumbent who has served in the classification for at least eighteen (18) months shall be entitled to serve in the reclassified position. In such cases where an incumbent has served in the classification for fewer than eighteen (18) months, the District and CSEA must meet and confer with the intent to create equal opportunity for unit members, and which shall not result in a demotion or reduction in hours and wages in any unit member.

14.6 Abolition of a Position or Class of Positions: If the District proposes to abolish a position or class of positions, the District shall notify CSEA in writing prior to taking such action.

ARTICLE XV
LAYOFF, EFFECTS AND REEMPLOYMENT

15.1 Authority: When the Governing Board determines that layoff due to lack of work and/or lack of funds is necessary, the procedures and effects for layoff shall be administered under this article. Prior to Board action, a meeting will be held with the CSEA President.

15.2 Definitions:

15.2.1 Layoff: A layoff is a separation from a position (including displacement from a position as a result of being bumped by a more senior employee), or in lieu of layoff a reassignment or demotion with the employee's consent to a position with fewer hours, shorter work week, or lower pay.

15.2.2 Seniority: Seniority shall be determined by date of hire subsequent to June 30, 1990; the seniority list based upon hours worked in the employee's present classification plus equal or higher classifications shall be frozen as of June 30, 1990.

15.2.3 Bumping: Bumping is movement from a current classification to an equal or lower classification in which the employee has previously served in order to avoid layoff.

15.3 Seniority Lists:

15.3.1 Employees shall be placed on a seniority list as follows: Seniority lists for each classification listing all employees who have earned seniority in that classification placed in order of highest seniority (see 15.2.2) in the classification, plus higher classifications. Incumbents in positions in the class shall be designated by an asterisk (*).

The seniority list will be frozen as of June 30, 1990. Thereafter, new employees shall be added to the seniority list based on date of hire. Employees who disagree with their placement on the seniority lists shall have the right to appeal by July 1, 1991, the outcome of the appeal will be determined by the Association and the District.

15.3.2 Seniority List Update: Seniority lists shall be updated by February 15 of a school year if the District is contemplating a layoff. Seniority lists shall be updated, posted, and delivered to CSEA at the time layoff notices are issued. Seniority lists will indicate whether a classification is funded by a specially funded program.

15.4 Layoff Procedure:

15.4.1 Involuntary Reduction in Assigned Time: Layoff shall occur by laying off all employees in a job classification when a reduction in hours is the reason for the layoff due to lack of work or lack of funds. A reemployment meeting will be held when the District determines the new hours or number of positions. District use of this section shall be subject to the following:

15.4.1.1 The foregoing section 15.4.1 shall be suspended for the 2010-2011 and 2011-2012 school years (i.e., the District will not initiate reductions to be effective in 2010-2011 or 2011-2012), except as provided in section 15.4.1.2 below.

15.4.1.2 The foregoing suspension shall not apply to unit positions (or portions of unit positions) funded by revenue that is other than the unrestricted general fund, or to Paraprofessional Sp Ed II and School Bus Driver positions. The foregoing suspension shall apply to unit positions (or portions of unit positions) funded by unrestricted general fund revenue as of July 1, 2010 which thereafter are funded by restricted general fund revenue.

15.4.1.3 The District shall retain its statutory right to lay off employees for lack of work or lack of funds;

15.4.1.4 The District may, through negotiated agreement with CSEA, reduce the hours of employees not covered by section 15.4.1.2 above.

15.4.1.5 The suspension set forth above (last sentence of section 15.4.1 and sections 15.4.1.1 through and including 15.4.1.4) shall expire automatically, and the language of section 15.4.1 above shall be reinstated and in effect such that reductions may be made commencing July 1, 2012.

15.4.2 Elimination of Positions: When it is necessary for the District to reduce the number of employees in a classification due to lack of work or lack of funds, the method of layoff will be to eliminate the necessary number of positions in the class. Employees with the least seniority in the affected class plus seniority accrued from serving in higher classes will be laid off first.

15.5 Order of Layoff and Reemployment: Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service, which shall be determined by date of hire. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

15.6 Consultation with CSEA: CSEA shall have the right to consult with the District during the period following the meeting with the CSEA President and prior to the effective date of the layoff. The District and CSEA will utilize this period to review seniority lists and work through bumping progressions with the intent to give formal layoff notice to only those employees at the bottom of the bumping chain within a classification. This provision shall not be intended to preclude the District from issuing precautionary layoff notices to unit members who may be laid off due to bumping or a unit member's assertion of their rights.

15.7 Specially Funded Positions: Layoff of unit members due to the expiration of a specially funded program shall be conducted in accordance with Education Code 45117. The District shall notify CSEA in writing of the proposed layoff(s) due to the expiration of a specially funded program not less than 15 days prior to issuing the notice to the employee.

15.8 Notice of Layoff:

15.8.1 A layoff notice shall contain:

(a) a statement of the reason for layoff,
(b) a statement of the effective date of layoff,
(c) a statement of the employee's displacement (bumping) rights, if any,
(d) a statement of the employee's reemployment rights;
(e) a statement that the employee may be eligible for unemployment insurance
(f) a statement that the employee may review seniority lists at the district office; and
(g) an advisement of the right to hearing as set forth in Education Code section 45117.

15.8.2 A written notice of layoff shall be given to the affected employees no later than March 15th informing the affected employee that their services will not be required for the ensuing year.

15.8.3 Notice of layoff shall be delivered personally to the employee or mailed by certified or registered mail to the employee at his/her last known address.

15.8.4 Copies of layoff notices shall be provided to CSEA.

15.9 Bumping Procedure:

15.9.1 An employee laid off in one classification, who previously served in an equal and/or lower classification, first may move into that equal classification if his/her seniority is greater than any employee presently serving in that classification.

15.9.2 An employee laid off in one classification, who previously served in a lower classification, may move into that lower classification if his/her seniority is greater than any employee presently serving in that classification.

15.9.3 If two (2) or more employees subject to layoff have equal seniority in a classification, the determination as to who will be laid off will be made on the basis of the greater hire date in the classification plus higher classes, and if that be equal, the determination shall be made by the permanent ranking system.

In order to implement CSEA article 15.7, a permanent ranking system was developed on December 14, 1999. This system shall be used to assign a permanent seniority ranking to all employees who have identical classification hire dates.

Ranking system as follows:

1. By the first letter of the last name and if that be equal, then the second letter, etc.;
2. If the last name is identical, then the same process shall apply to the first name.

1.	T
2.	A
3.	D
4.	U
5.	F
6.	Y

7.	P
8.	S
9.	O
10.	X
11.	R

12.	E
13.	V
14.	C
15.	Q
16.	L

17.	I
18.	H
19.	W
20.	G
21.	Z

22.	K
23.	J
24.	N
25.	B
26.	M

15.9.4 An employee bumped from his/her classification shall have the same rights as other laid off employees, providing the employee's seniority is greater than those employees remaining in the classification.

15.10 Reemployment Rights:

15.10.1 A person laid off because of lack of work or lack of funds is eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

15.10.2 Employees who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class still apply.

15.10.3 Employees who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff, shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time; but, if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

15.10.4 Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority. Reemployment shall be in the reverse order of layoff.

Reemployment meeting:

Employees shall be notified of openings by certified return receipt mail at the last known address of record. Notification shall include seniority rights of each employee within each eligible classification. Notification shall also include date, time, and place of reemployment meeting as well as proxy procedures.

The personnel department, with CSEA representation assisting, shall chair the reemployment meeting. Reemployment offers will be made within each specific classification by seniority.

Acceptance of a position will be confirmed by employee signature.

15.10.5 Employees not obtaining a position at the rehire meeting shall be notified of new openings for which they are eligible by telephone. The employee shall be responsible for notifying the District of any change in address and/or phone number. The employee shall upon notification by telephone call, have twenty-four (24) hours from the time of direct contact to notify the Personnel Director of acceptance or refusal. If the employee cannot be notified by direct contact (telephone), the written notification will be sent by certified return receipt mail. The employee will then have seven (7) working days to respond. Failure to respond shall be considered a waiver of the right to the vacancy.

15.10.6 An employee on a reemployment list may decline two (2) offers of reemployment in his/her former classification. After the second refusal, the employee's name shall be placed in inactive status. No additional offers need be made, except upon a good cause the District may permit additional offers.

15.10.7 Employees who are laid off may be permitted to substitute in classifications from which they were laid off, provided the laid off employee notified the District of his/her desire to be placed on the substitute list.

15.10.8 A layoff shall not be considered a break in service.

15.10.9 Employees shall be reemployed in the highest rated job classification available that they have served in, in accordance with their seniority.

15.10.10 When a layoff has occurred within a classification, vacancies within that class shall be filled first from the reemployment list. Subsequently, the vacant position shall be posted and applicants for the position shall be considered in the following order:

(a) transfer,
(b) promotion, and
(c) other employment actions.

15.10.11 The District may not abolish any of its classified positions and utilize volunteers in lieu of classified employees who are laid off as a result of the abolition of a position; nor may the District refuse to employ a person in a vacant classified position and use volunteers in lieu thereof.

15.10.12 With regard to the effects of the reduction and layoffs, the parties fully understand that services will be reduced or eliminated, indeed, employees whose hours are reduced will be performing less work for the District. For those positions eliminated or reduced, this work will not be performed by volunteers nor will any CSEA employee be asked to work outside of their job description or outside their assigned work hours.

Increases in workload shall be subject to negotiations.

15.10.13 Election of Retirement — Reemployment Rights**:** Any employee laid off for lack of work or lack of funds and who elects service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or funds. If the employee is offered and accepts, in writing, an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.

15.11 Benefits:

15.11.1 The employee shall be entitled to all accrued pay, including vacation pay and earned wages up to the time of layoff.

15.11.2 Extended Benefits Period**:** The employee, in addition to any other benefit herein provided, shall be entitled to medical/dental coverage, at the rate as though still employed for an extended benefits period of not more than four (4) months from the effective date of layoff or until such time as the employee resigns or refuses an offer of reemployment,

whichever first occurs. Said coverage provided by the District shall be equal to that purchased by the District during active employment status. Any coverage purchased by the employee prior to layoff will continue to be paid by the employee during the extended benefits period.

15.12 Waiver of Binding Arbitration:

This article is not subject to Level III, Binding Arbitration of Article XVII, Grievance Procedure. If a Grievant is not satisfied with the decision rendered at Level II, he/she may appeal the decision in writing within ten (10) working days to the Governing Board. The decision of the Governing Board shall be final and binding on both parties.

ARTICLE XVI
DISCIPLINARY ACTION

16.1 Disciplinary Action:

16.1.1 Disciplinary action may be taken by the District against a permanent employee for just cause, as defined in Board Policy and/or the Education Code.

16.1.2 Disciplinary action includes dismissal, suspension, demotion, any involuntary change in an employee's job classification for disciplinary reasons, or transfer for disciplinary reason. (A layoff, as covered in Article XV, is not disciplinary action.)

16.2 Disciplinary Procedure: The following progressive disciplinary procedures will be applied, except where the nature of the offense may require the District to skip progressive discipline, as set forth below.

16.2.1 Verbal Warning**:** An employee whose work or conduct is of such character as to incur discipline shall first be warned verbally by their supervisor, or appropriate District or school administrator. The employee shall be informed of the nature of the meeting and shall be entitled to union representation at their discretion. A verbal warning may result in a post-conference summary memorandum. No documentation of the verbal warning shall be placed in the employee's personnel file.

16.2.2 Written Warning: An employee whose work or conduct is of such character as to incur discipline shall next be warned in writing by his/her supervisor or appropriate District or school administrator, except in those cases where an employee is subject to an immediate suspension as provided for this article. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action. The employee shall be notified that he/she may request a copy of the warning be sent to the chapter president. Except as provided herein, the supervisor shall give advance warning to permit the employee to correct the deficiency without incurring disciplinary action.

16.2.3 Disciplinary Action: Should an employee's work or conduct continue to be of such a character as to incur discipline, then the District may recommend disciplinary action, including suspension without pay, demotion, and termination. Such disciplinary action will trigger the provisions outlined in Articles 16.2.3.1, 16.2.3.2, 16.2.3.3, and 16.3.

16.2.3.1 Immediate Suspension: An employee against whom disciplinary action is to be taken may be immediately suspended without pay pending a hearing when his/her

presence would be seriously detrimental to the welfare of the District, students, or employees. Such immediate suspension may be ordered by the Superintendent or his/her designee after the employee has been notified of the charge(s) against him/her and has been given an opportunity to respond in a Skelly hearing presided over by a neutral representative of the District who had no involvement in the investigation nor in the drafting of the charges. If it is determined that the causes for immediate suspension are without grounds, then any pay withheld shall be reinstated to the employee.

16.2.3.2 Informal Conference (at the District's option): An employee against whom disciplinary action is to be taken, upon the Superintendent or his/her designee request, shall meet with the Superintendent or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action. The action to be taken by the District, and be given an opportunity to respond.

16.2.3.3 Written Notice: An employee against whom disciplinary action shall be taken shall be informed in writing, either by personal service or certified or registered mail to the employee's last known address of the following:

STATEMENT OF CHARGES: A statement of the specific charge against the employee shall be written in ordinary and concise language and shall include:

(a) The cause and the specific action or omission upon which the disciplinary action is based,
(b) The date on which disciplinary action will be effective,
(c) The penalty for the employee's action,
(d) Copies, if any, of written materials, reports, and documents on which the action is based, and
(e) The person to whom he/she should respond.

16.3 Disciplinary Appeal:

16.3.1 Right to a Hearing: The employee may request a hearing, in writing, either by mail or personal delivery to the District within five (5) working days after the service of the statement of charges. A card shall be provided to the employee, the signing of which shall constitute a demand for a hearing. In the absence of a request for a hearing within five (5) working days, the disciplinary action shall become effective on the date set forth in the written notice.

16.3.2 Hearing: The hearing shall be conducted before the Governing Board in Closed Session unless the employee makes a request for a public hearing

at least five (5) calendar days before the hearing is scheduled. The Governing Board may deliberate the hearing matters in Closed Session.

The hearing shall be conducted before the Governing Board not before five (5) calendar days nor beyond thirty (30) calendar days after the filing of a request for a hearing. These timelines may be waived by mutual agreement.

16.3.3 Representation: The employee may be represented at the hearing by a representative of his/her choice.

16.3.4 Hearing Procedures: The employee shall have the right to personally appear and testify, to call favorable witnesses, and to cross-examine adverse witnesses.

Technical rules of evidence shall not apply at the hearing.

Should the Governing Board determine that the procedures provided for in Section 16.2 have been violated, the requested disciplinary action shall be invalid.

A record of the hearing may be made.

Except in an emergency situation, failure of the employee or designated representative to appear at the hearing shall constitute a waiver of the right to a hearing and the disciplinary action shall become effective immediately.

16.3.5 Results of the Hearing: Within fifteen (15) days a written decision of the Governing Board shall be sent to the employee, including the findings of fact and determination of issues.

16.3.6 Board Decision: The decision of the Governing Board shall be final and binding.

16.3.7 Appeal: This article shall not be subject to the grievance procedure, but nothing herein shall be construed as having waived the employee’s rights to judicial review.

ARTICLE XVII
GRIEVANCE PROCEDURE

17.1 Purpose: This grievance procedure shall be used to process and resolve grievances arising under this Agreement. The purposes of this procedure are to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

17.2 Definitions:

17.2.1 A "grievance" is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement which directly and adversely affects the grievant. Actions to challenge the terms of this Agreement shall not be considered a grievance. Matters for which a specific method of review if provided by law or by the terms of this Agreement are not within the scope of this procedure.

17.2.2 A "grievant" is an employee or employees covered by this Agreement or CSEA.

17.3 Group Grievance: If the grievance involves employees with different immediate supervisors, or CSEA, the grievance may be filed at Level II.

17.4 Time Limits: Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties the time limitation for any step may be extended. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure by the District to respond to the remedy within the specified time limits shall be deemed an acceptance of the remedy.

17.5 Informal Discussion: Initially, the aggrieved employee shall present the grievance directly or through his/her representative to the immediate supervisor.

17.6 Level I — Immediate Supervisor: If the informal discussion does not resolve the grievance, a formal grievance may be initiated, not later than thirty (30) working days after the employee knew or should have known of the act or omission giving rise to the grievance.

17.6.1 A formal grievance shall be initiated in writing and shall be filed with the immediate supervisor on forms prepared jointly by the administration and CSEA. Such forms shall be made readily available at all job sites by the District. The written grievance shall contain sufficient facts and circumstances to enable the District to investigate the grievance and for the parties to fulfill the purposes set forth in section 17.1, including the

particulars of the incident from which the grievance arose, disclosure of the identity of the aggrieved party, and the nature of the circumstances claimed to be in violation of the contract.

17.6.2 Within ten (10) working days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

17.7 Level II — Superintendent: If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) working days to the Superintendent/designee.

17.7.1 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.

17.7.2 Within ten (10) working days, the Superintendent shall meet with the grievant in an attempt to resolve the grievance.

17.7.3 Within ten (10) working days, the Superintendent shall investigate the grievance and give his/her decision in writing to the grievant.

17.8 Level III — Binding Arbitration: If the grievant is not satisfied with the decision rendered at Level II, he/she may appeal the decision in writing within ten (10) working days to binding arbitration. CSEA shall retain the right to determine which cases proceed to arbitration.

17.8.1 The parties shall select a mutually acceptable arbitrator. In the event they are unable to agree on an arbitrator within ten (10) working days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service or the American Arbitration Association. If the grievant and the District cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains after determining the first strike by lot.

17.8.2 The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, he/she shall prepare a report listing the issues and pertinent facts found at the hearing. The arbitration award resulting from this procedure shall be final and binding on both parties. The arbitrator award shall be sent to the Governing Board, with copies to the grievant, CSEA and the Superintendent. The Superintendent shall implement the award within ten (10) working days. The cost of the arbitration shall be borne equally by the parties.

17.9 General Provisions:

17.9.1 Records: No grievance shall be retained in the employee's personnel file. All records of the proceedings shall be retained by the Personnel Department in a separate grievance file.

17.9.2 Reprisals**:** No reprisals shall be taken by or against any participant in a grievance by reason of such participation.

17.9.3 Release Time: A reasonable number of representatives of CSEA shall have the right to receive reasonable periods of release time for the transacting and processing of grievances.

17.9.4 Representation: The grievant may be represented by a representative of CSEA at any level of the grievance procedure.

17.9.5 Response: If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

17.9.6 Employee Processed Grievance**:** Prior to the binding arbitration, an employee may present a grievance and have such grievance adjusted without the intervention of CSEA, as long as the adjustment is not inconsistent with the terms of the Agreement, provided that the District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE XVIII
JOB REPRESENTATIVES

The District recognizes the need of CSEA to designate job representatives from among its employees in the bargaining unit. It is agreed that CSEA in appointing job representatives does so for the purpose of promoting an effective relationship between the District and employees. CSEA shall notify the District in writing of the names of the job representatives and the group they represent by September 1 of each school year. After notifying the immediate supervisor, a job representative shall be permitted a reasonable amount of time to perform his/her duties as a job representative.

ARTICLE XIX
SAFETY CONDITIONS

19.1 Duty to Report: The District shall provide safe working conditions. All alleged violations of safe working conditions shall be reported to the employee's immediate supervisor as soon as possible. If the situation has not been resolved within a reasonable period of time, the employee may submit such alleged violation to the appropriate administrative agency, such as CAL OSHA.

19.2 Committee: A district-wide joint committee of four (4) — two (2) assigned by CSEA and two (2) assigned by the District — shall be established to review safety conditions at each job site. The committee will meet a minimum of three (3) times per year. The meeting schedule shall be determined at the first meeting.

ARTICLE XX
CONTRACTING OUT

20.1 Restriction on Contracting Out: During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit unless such contracting out is specifically allowed or required by statute.

The District may contract out for work where essential job equipment is not available, the job skills are not available, or expediency is essential due to an emergency.

ARTICLE XXI
SAVINGS

21.1 Legal Exclusion: If any provisions of this Agreement are held to be contrary to law or outside the scope of bargaining by a court of competent jurisdiction or by an unappealed decision of the Public Employment Relations Board, such provisions shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

21.2 Requirement to Negotiate Jurisdiction of Exclusion: In the event any article or section of the Agreement is said to be contrary to law, the parties shall meet within twenty (20) days to discuss whether or not to mutually agree to negotiate a replacement of such article or section.

21.3 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.

ARTICLE XXII

SCHOOL CLOSURES

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in the case of an emergency (i.e., natural disaster, act of war, act of God, power failure, energy crisis, or other catastrophic event as determined by the Superintendent).

In the event any District facility is ordered to close (by an outside government agency or as determined by the Superintendent), or any District operations are curtailed due to an emergency, CSEA bargaining unit employees will not suffer any loss of pay or benefits relative to the regular schedules for the period of closure or curtailment. Any employee scheduled to work during a period of closure or curtailment will not have vacation, sick leave, or any other accrued leaves deducted. Unit members affected by the closure or curtailment of operations due to an emergency may be temporarily reassigned and/or transferred during the period of closure or curtailment, unless otherwise excused by the Superintendent or designee.

CSEA and the District shall meet regarding the impacts of any school closure as soon as practicable.

ARTICLE XXIII
DURATION

The Parties agree to modify Article XXIII as follows:

23.1 Duration: This agreement shall be effective July 1, 2025 and shall continue in full force and effect through and including June 30, 2028.

For the 2026-27 and 2027-2028 school years, each party may reopen negotiations on two articles, excluding:

- Article VI: Salary
- Article VIII: Health & Welfare Benefits

23.2 Reopeners:

22.2.1 For the 2026-2027 school year each party shall have the right to reopen negotiations on Article VI - "Salary", and Article VIII - "Health and Welfare Benefits."

22.2.2 For the 2027-2028 school year each party shall have the right to reopen negotiations on two (2) articles selected by each party, excluding Article VI, "Salary", and Article VIII, "Health and Welfare Benefits."

23.3 Notification and Public Notice If either party desires to alter or amend this Agreement, it shall provide written notice to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

Signed by:

For CSEA:

[redacted]

Chapter President

[redacted]

Labor Relations Representative

For District:

[redacted]

Superintendent

[redacted]

Senior Human Resources Administrator

[redacted]

Labor Relations Legal Counsel



APPENDICES

CSEA DUES SCHEDULE

Effective September 1, 2004

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first $2,450 of monthly gross salary (exclusive of overtime but including longevity, professional growth, and anniversary increments), but shall not exceed a maximum assessment of $367.50 annually.

Add to the above, $4.00 per month for chapter dues.

MEMORANDUM OF UNDERSTANDING

Between
Cabrillo Unified School District
And
California School Employees Association And Its Chapter 485

May 5, 2025

Safety Shoe Allowance

The Cabrillo Unified School District ("District") and the California School Employees Association and its Chapter #485 ("CSEA") (collectively, "Parties") share a mutual interest in ensuring that unit members in the Food Services and Custodial and Maintenance classifications wear appropriate footwear to ensure their safety while at work.

The intent of this Memorandum of Understanding ("MOU") is to provide Food Services and Custodial and Maintenance unit members with a stipend intended for the purchase of certain shoes to be worn at work in order to promote workplace safety. Therefore, having met and negotiated in good faith, and in the interest of harmonious labor relations, the District and CSEA agree to the following, subject to approval by the District's Governing Board:

1. For the 2025-2026 school year, bargaining unit members in the following Custodial and Maintenance classifications will receive a one-time shoe stipend of $200.00. The stipend must be used towards the purchase of a closed-toed shoe or boot that provides toe protection (such as steel, composite, aluminum, or carbon fiber) and a non-slip sole. This stipend shall apply only to the following classifications:
    a. Grounds Maintenance Worker
    b. Maintenance Worker
    c. Custodian I
    d. Custodian II
    e. Lead Custodian II

2. For the 2025-2026 school year, bargaining unit members in the Food Services classifications will receive a one-time shoe stipend of $100.00. The stipend must be used towards the purchase of a closed-toed, slip-resistant outsole shoe.

3. The above-referenced bargaining unit members will be required to wear shoes that meet the above specifications to work every day. Unit members who fail to wear shoes that conform to the requirements of this MOU may be subject to discipline.

4. This MOU is effective July 1, 2025, and expires June 30, 2026, unless extended by mutual agreement by the District and CSEA.

5. This MOU is entered into voluntarily, is final and binding on the Parties, and satisfies the District's obligation to meet and negotiate the matters described in this MOU.

Dated: May 5, 2025

For CSEA:

[redacted]

For District:

[redacted]



SIDE LETTERS

SIDE LETTER G

CONTRACTING OUT MECHANIC WORK

CSEA, Chapter 485 ("Union") and Cabrillo Unified School District ("District") hereby agree that the District may contract out mechanic's work, i.e. the maintenance, repair and certification of district vehicles (including school buses) for the period from July 1, 2003 through June 30, 2007, provided that the number of district vehicles regularly operated as of September 1, 2003 remains the same or less.

If the number of district vehicles regularly operated during the term of this agreement increases above the level as of September 1, 2003 then either party may reopen negotiations on this side letter.

This side letter shall "sunset" on June 30, 2007 unless the parties execute a new side letter extending the agreement. If an agreement to extend is not executed by the parties, the District immediately shall cease and desist from any contracting out of the maintenance, repair or certification of District vehicles.