

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**CUYAMA JOINT UNIFIED SCHOOL DISTRICT**  
**AND**  
**CALIFORNIA SCHOOL**  
**EMPLOYEES ASSOCIATION**  
**AND ITS**  
**CUYAMA CHAPTER #288**



**JULY 1, 2020– JUNE 30, 2023**  
**(July 29, 2020)**

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## **PREAMBLE**

This Agreement is made and entered by and between the Cuyama Joint Unified School District, hereinafter referred to as "District," and the Cuyama Chapter 288 of the California School Employees Association or its legal successors, hereinafter referred as the "Association" or "CSEA," which shall become effective upon the date and the signatures of the parties to this Agreement.

## **ARTICLE 1 RECOGNITION**

The District acknowledges that the California School Employees Association ("CSEA") and its Chapter 288 is the exclusive representative for all classified employees except for those positions designated as either certificated, management, confidential, or supervisory. Dispute concerning unit placement of classified positions shall be resolved in accordance with applicable Public Employment Relations Board regulations.

## **ARTICLE 2**

### **MEMBERSHIP DUES DEDUCTION**

#### **A. Dues:**

1. The District will deduct dues from the wages of bargaining unit members based on CSEA's written direction to the District. CSEA is responsible for distributing, obtaining and maintaining dues authorization forms for bargaining unit members.
2. The District will make dues deductions only as directed by CSEA in writing. CSEA is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining employee.
3. The District shall direct a unit member to the Association for inquiries regarding withdrawal from membership.

#### **B. Hold Harmless:**

1. CSEA shall indemnify and hold harmless and shall defend the District, its officers, agents, employees, from and against claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them arising out of any legal challenge, court action, and/or action before PERB or other administrative agency challenging the legality, implementation, or constitutionality of the Association dues, automatic renewal provisions, or the underlying statutes. The District shall notify the Association in a timely manner of any court, PERB, or other administrative action or proceeding that is filed against the District arising out of this Article.
2. CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security dues deduction provisions of this Agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action. The Association shall have the exclusive right to determine whether any such action shall be compromised, resisted, defended, tried or appealed.

### **ARTICLE 3 ASSOCIATION RIGHTS**

CSEA shall have the following organizational rights:

1. Right of access at reasonable times to areas in which employees work.
2. The right to use, without charge, designated bulletin boards and mailboxes. The CSEA chapter president or designee shall be allowed to use District telephones during non-working hours for CSEA business calls provided there is no additional cost to the District for such calls.
3. The right to reasonable use, without charge, of District-owned office and audio-visual equipment, facilities, and buildings, except that charges may be levied for any supplies used or for any building or facility used for which the general public would be charged for use.
4. Once each year, and upon written request, the District shall provide CSEA with the following information that is relevant and necessary for the Exclusive Representative to represent its bargaining unit members under the Educational Employment Relations Act. This information shall include in alphabetical order, employee's name, initial hire date, classification, whether the employee is full-time or part-time, number of months employed (10 or more months), job site, and current classified salary schedule. Unless voluntarily consented to by an employee represented by CSEA, the social security numbers, personal addresses, and personal telephone numbers will not be released by the District.
5. The right to receive, without charge, one copy of the Board of Trustees' agenda with any pertinent non-confidential supporting information.
6. The right to receive a copy of the preliminary District budget for the ensuing year at the time it is forwarded to the Board of Trustees, the adopted budget at the time it is adopted, and any adopted revisions to the budget during the budget year.
7. The right to review, at reasonable times, other non-confidential materials in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining agent.
8. A maximum of one unit member shall be granted release time to attend the CSEA annual conference. Such leave shall not exceed five days and shall be requested by the designated attendees at least 30 days prior to the date of commencement of such leave.
9. Any time the District appoints an advisory committee that includes a representative of CSEA, CSEA may select the representative.

10. The District acknowledges that it may not meet and negotiate or enter into any written agreements over matters within the scope of representation with any organization other than CSEA concerning rights of employees.
11. The District shall provide each present unit member and all new unit members with a copy of this Agreement.
12. All references made to "release time" in this Agreement shall be understood to be in paid status.
13. The right to have reasonable release time for negotiation of the Agreement. Such release time shall be limited to those employees who are designated members of the CSEA Bargaining Team.
14. The right for swing shift employees to receive release time to attend chapter meetings.
15. The right to select job stewards.



## **ARTICLE 4 EMPLOYEE RIGHTS**

### **A. Personnel Files:**

1. The official personnel file of each employee shall be maintained in the District's personnel office.
2. An employee shall be provided with copies of any derogatory written material ten workdays before it is placed in the employee's official personnel file. An employee is entitled to respond to derogatory material within the ten workdays. The written response shall be attached to the material. Should an employee at any time find derogatory materials which were placed in the personnel file after the effective date of this Agreement of which the employee was not aware, the employee, upon request, shall be afforded a ten-workday period in which to prepare a written response to the materials in the personnel file.
3. Employees shall receive reasonable release time during regular business hours to review their personnel file upon the entering of any derogatory information into the file. Employees may inspect their personnel file at any time when they are not required to render services to the District. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination, and any other materials excluded by federal or state law. Employees may receive, without charge, one copy of any document in the official personnel file which has not been supplied previously to the employee.
4. The District shall keep a log of the persons, with the exception of the personnel administration, who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or the employee's CSEA representative if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.
5. Any materials placed in the personnel file shall contain the date on which such material was originated and the name of the person who originated the document. Any written materials placed in the personnel file shall indicate the date of such placement.
6. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

B. Evaluations: The District's evaluation process is intended to provide employees with feedback and other information regarding their performance of assigned duties. Permanent employees will be evaluated at such times deemed necessary by the District. Probationary employees shall be evaluated two times during the probation period. No evaluation of any employee shall be placed in any personnel file without the opportunity for discussion between the employee and the evaluator. Each employee shall be required to sign a copy of the evaluation acknowledging receipt, which shall be retained by the District. In the event the employee refuses to sign, the evaluation may nevertheless be placed in the employee's personnel file with notation that the employee refused to sign. At the conclusion of the evaluation conference, the employee will be provided with a signed copy of the evaluation. The employee's signature on the evaluation does not necessarily signify concurrence with the evaluation. An employee not in agreement with the evaluation shall have the right to respond to such evaluation in writing within ten (10) workdays from the date of receiving the evaluation.

1. Evaluations will be done only by the employee's immediate supervisor unless otherwise directed by the Superintendent. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
2. An employee may request that a performance evaluation be completed prior to the last working day of the school year and the District will make every effort to accommodate the employee's request.
3. CSEA and the District agree to use the jointly develop evaluation form which is attached to this Agreement as Appendix A.

C. Probationary Period:

1. New employees of the District shall serve a probationary period of six (6) months or 130 days of paid service (whichever is longer) before becoming permanent.
2. Employees who have been employed by the District for 12 months or more but who are promoted shall serve a probationary period of six months in the new position.

D. Seniority: Seniority shall be defined as the employee's date of hire.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

### **A. Definitions:**

1. A "grievance" is an allegation by a grievant that the grievant has been adversely affected by a misinterpretation, misapplication, or violation of a specific provision of this Agreement.
2. A "grievant" is any employee and/or CSEA.
3. A "day" is any day which the administration office of the District is open.
4. The "immediate supervisor" is the lowest level manager having first line supervisory authority over the grievant who has been designated to adjust grievances.

B. A grievant may withdraw a grievance at any step of the grievance procedure by serving written notice of the withdrawal to the manager at the respective level. The parties agree to encourage the handling of grievances in as informal and confidential manner as possible. A grievant shall receive paid release time to attend scheduled meetings with management for grievance resolution within the procedures of this article.

C. Informal Level - Immediate Supervisor: Before filing a formal written grievance, the grievant shall attempt to resolve it by scheduling and attending an informal conference with grievant's immediate supervisor. The grievant may be accompanied by grievant's CSEA representative at informal grievance resolution meetings with the immediate supervisor(s), and at any other level.

### **D. Formal Level 1 - Immediate Supervisor:**

1. Within 30 days after the occurrence of the act or omission giving rise to the grievance or the date on which the grievant should have reasonably known of the act or omission, the grievant shall present the grievance in writing on the District Classified Grievance Form to grievant's immediate supervisor.
2. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of this Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.
3. The supervisor or designee shall communicate his/her decision to the grievant in writing within five days after receiving the grievance. A failure on the part of the supervisor to communicate the decision within this time period shall automatically refer the grievance to Level 2.

4. Within the above time limits, either party may request a personal conference. If the grievant is not satisfied with the decision of the supervisor at Level 1, grievant may, within five days, submit an appeal of the decision to Level 2.

E. Formal Level 2 - Superintendent:

1. An appeal of the grievance from Level 1 shall be submitted to the grievance officer or designee on the District Classified Grievance Form. The appeal shall include a copy of the original grievance, the decision rendered at Level 1 and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall submit to the grievant a decision within five days of the receipt of the appeal. A failure on the part of the Grievance Officer or designee shall automatically refer the grievance to Level 3.

2. Within the above time limit, either party may request a personal conference.

3. If the grievant is not satisfied with the decision of the Superintendent or designee, the grievant may, within five days, submit an appeal of the decision to Level 3.

F. Formal Level 3 - Arbitration: If the grievance is not resolved satisfactorily at Level 2, the grievant, with the concurrence of the CSEA, within ten days, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, the question shall be ruled upon by the arbitrator.

1. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten days after said notice is given. If the two parties fail to reach agreement on an arbitrator within the first five days, the State Conciliation Service will be requested to supply a list of seven names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by lot.

2. The arbitrator shall hold a hearing at the earliest possible time. Five days' notice will be given to all parties of the time and place of the hearing. Within ten days after completion of the hearing, the arbitrator shall render the decision in writing and shall set forth the findings of fact, reasons, and conclusions on the issues submitted. The arbitrator's decision shall be advisory to the parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this contract. However, it is agreed that the arbitrator is empowered to include in any decision reimbursement for financial losses of wages and/or fringe benefits and/or non-financial remedies as judged to be proper. The arbitrator shall submit the findings and conclusions to all parties.

3. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

4. The fees and expenses of the arbitrator shall be shared equally by the District and CSEA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other. If any grievance meeting or hearing is scheduled during the workday, any unit employee required by either party or the arbitrator to participate as a witness or grievant in such meeting or hearing, shall be released from the regular duties without loss of pay.

5. Either party may request a written record of the entire arbitration hearing. The cost of the services and expense of the individual providing the service shall be paid by the requesting party or shared by the parties upon mutual agreement.

6. At the next regularly scheduled Board meeting following receipt of the arbitrator's written decision, the Board of Education shall render a final and binding decision regarding the grievance.

G. Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the CSEA Job Steward, and those management, supervisory, and confidential employees directly involved in the grievance procedure.

H. Group Grievance: If a grievance involves the same grievable issues and the same or similar facts and the employees grieving have different immediate supervisors, the grievance may be submitted at Level 2,

I. If a grievance involves an alleged Districtwide misinterpretation of this Agreement, the grievance may be submitted by CSEA at Level 2.

J. Employee Processed Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review.

## ARTICLE 6 HOURS AND OVERTIME

A. Workweek: The normal workweek shall consist of no more than five consecutive days of 8 hours per day and 40 hours per week, Monday through Friday, except on an overtime basis as provided for in section E.

B. Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with provisions set forth in this Agreement. The employee's work year may be modified in order to meet the work needed or required during the year. The request by either the District and/or the employee to change or modify the employee's work year or work schedule may be accomplished only by mutual agreement. Each employee shall be assigned a fixed, regular, and ascertainable number of hours.

C. Lunch Period: All employees covered by this Agreement shall be entitled to an unpaid lunch period after the employee has been on duty for four (4) hours. The length of such period shall be no less than one-half hour and shall be scheduled for full-time employees at or about the mid-point of each work shift. Should an employee's lunch period be interrupted for work purposes, the employee will be allowed to commence a new 30-minute uninterrupted lunch period.

D. Rest Periods: All employees covered by this Agreement shall be entitled to a rest period of not less than 15 minutes for every four hours worked. This rest period shall not be inclusive of the lunch period and shall be paid time.

E. Overtime: Overtime is defined to include any time required, permitted, or suffered by the District to be worked in excess of 8 hours in any one day, and in excess of 40 hours in any calendar week, or in the case of an employee having an average workday of 4 hours or more during the workweek, on the sixth or seventh day following an assigned workweek (in the case of an employee having an average workday of less than 4 hours during a workweek, on the seventh day following an assigned workweek), in which the employee is in paid status. For the purpose of computing the number of hours worked, the time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. The District shall not require an employee to work overtime. In the event all employees in a particular classification to be assigned overtime refuse the overtime assignment, the District shall have the right to assign the overtime to the least senior employee in the classification.

1. Employees shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek, or for time worked in excess of eight hours in any one workday, at the rate equal to one and one-half times the regular rate of pay for the employee designated and authorized to perform work.

2. All hours worked on holidays designated by this Agreement shall be compensated at the rate of one and one-half times the employees' regular rate of pay in addition to their regular rate of pay (i.e., two and one-half times their regular rate of pay).

F. Compensatory Time Off:

1. For authorized time, an employee may choose compensatory time off in lieu of cash compensation for overtime work. Employees may not accrue more than ten (10) days of compensatory time off each school year.

2. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within 12 months of the date on which it was earned. In the event an employee is not able to take the earned compensatory time within 12 months, the District shall pay the employee for all unused compensatory time at the overtime rate set forth in section E.

G. 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 hours' pay at the appropriate rate of pay under this Agreement.

H. Standby Time: All standby time shall be considered as regular hours worked and shall be compensated on a straight-time or overtime basis as are other hours worked under this Agreement. Standby time is defined as time during which an employee is, through no fault of the employee, not able to work but is awaiting work. This does not include the employee's free time while on out-of-town field trips, conferences, workshops, etc.

I. Call-Back Time: Any employee called back to work after completion of the employee's regular assignment shall be compensated for at least two hours of work.

J. Layoffs: In the event of a layoff, the District shall notify the CSEA chapter president in writing at least ten (10) calendar days prior to the board meeting taking action on the proposed layoff of bargaining unit positions. The CSEA retains all of its rights to meet and negotiate the effects of any layoff.

K. Working out of Classification: Any employee who is assigned by the employee's supervisor to work out of classification for a period of five (5) workdays within a 15-calendar-day period shall be compensated at the rate of pay for the higher level classification at the same salary step on which they are currently paid for the entire period worked.

L. Any day in which students would otherwise be in attendance but are not and for which certificated personnel receive regular pay, employees shall be paid their regular rate of pay whether or not they are required to report for duty that day (e.g., in-service training days).

M. If the District closes its schools after the school day begins and sends the students home and also dismisses the employees, said employees shall receive their full scheduled day's pay.

N. Should the District become subject to the requirements of the Affordable Care Act, employees whose position is less than six hours per day shall be limited to 1,482 total hours worked per year.



## **ARTICLE 7 COMPENSATION AND HEALTH BENEFITS**

A. Regular Rate of Pay: The regular rate of pay for each position in the unit shall be established in accordance with the rates established for each class as provided in Appendix B and by reference incorporated as part of this Agreement.

1. All unit members will be paid according to the classified salary schedules attached to this Agreement as Appendix B and Appendix B-1.

2. For the 2017-2018 fiscal year commencing July 1, 2017, all steps and ranges shown in the classified salary schedule shall be increased by three (3) percent. The 2017-2018 Classified Salary Schedule is attached as Appendix B.

3. For the 2018-2019 fiscal year commencing July 1, 2018, all steps and ranges shown in the classified salary schedule shall be increased by two (2) percent. The 2018-2019 Classified Salary Schedule is attached as Appendix B-1.

B. Frequency - Once Monthly: All employees shall be paid once per month payable on or before the last workday of the month in which the employees were in paid status. If the normal pay date falls on a holiday, the paychecks shall be issued on the preceding workday.

C. Payroll Error: Any payroll error resulting in insufficient payment for an employee shall be corrected and a supplemental payment issued not later than five workdays after the error has been identified. An employee may agree to accept payment on the next regular payday or combined with the next regular paycheck. Any overpayment made to an employee shall be repaid according to a mutually agreeable and written repayment plan signed by the employee and the District prior to any money being deducted from an employee's paycheck.

D. Special Payments: Any payroll adjustment due an employee as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by the office no later than the following month's payroll.

E. Lost Checks: Any paycheck for an employee which is lost shall be replaced not later than five days after the unit member signs the affidavit of lost warrant form.

F. Mileage, Meals, and Lodging: Authorized use of a private vehicle for District business shall be reimbursed at seventy-five (75) percent of the current IRS mileage reimbursement rate. Such use requires prior approval of the District. Expenses for meals and lodging incurred while on approved District business shall be reimbursed as follows: \$7 for breakfast, \$9 for lunch, and/or \$14 for dinner. Bus drivers on any trips outside of their regular work hours shall be eligible for meal reimbursement as noted above.

G. Step Increase: Step increases shall be granted yearly on the employee's first payroll period for each fiscal year until the employee reaches the maximum salary step of their classification. Employees who are in their first year of employment with the District must be employed at least seven-eighths (7/8) of a fiscal year to be eligible for step increases at the beginning of the second fiscal year, until the employee reaches the maximum salary step of the class assigned.

H. Health and Welfare Benefits:

1. For the 2017-2018 benefit plan year, the District shall provide up to \$9,277.92 for payment of the premiums for medical insurance for all eligible employees belonging to health and welfare benefit plans listed in Appendix C attached to this Agreement.

2. For the 2018-2019 benefit plan year, the District shall provide up to \$10,000.00 for payment of the premiums for medical insurance for all eligible employees belonging to health and welfare benefit plans listed in Appendix C attached to this Agreement.

3. The District agrees to negotiate any proposed changes in benefit and/or carrier with CSEA.

4. Insurance contributions for unit members hired prior to July 1, 1995, are based on full-time employees' regular assignment of 8 hours per day, 40 hours per week, 12 months per year. Part-time employees (four hours or more) hired prior to this date will contribute a prorated share to their insurance premiums as they compare to a full-time employee's regular assignment.

5. Effective March 1996, in order for an employee to be eligible for the health and welfare benefits specified under the provisions of this article, the employee must work at least seven or more hours per day, five days per week, ten or more months per year.

6. Employees shall pay any premium costs above the District's contribution set forth in paragraph H.1.

I. Benefits Plan Continuation - Early Retirement. This plan is designed for classified staff members who retire under the Public Employees Retirement System prior to age 65. The eligible employee must have completed at least 25 years in the classified service of the District and reached the age of 55 before the eligible employee would be eligible to apply for the program. The program would include the following benefits: District health, dental, and vision insurance premiums paid by the District, up to \$2,500 per year for the eligible employee; benefits shall be paid until the retiree reaches the age of 65 and shall include employees already retired from the District and under the age of 65.

J. Medical Examinations. The District will pay for the cost of any medical examination required by the District for continued employment. The District may select or approve the doctor.

K. Employee Expenses. The District shall continue to provide all required safety equipment, tools, and protective gear as currently provided to employees.

L. Longevity Pay. An eligible employee employed not less than four hours a day, five days a week, who has continuously served in the employment of the District shall be granted longevity pay beginning with the 10<sup>th</sup> year of service and continuing at 5-year intervals up to and including year 30. This longevity pay shall be paid to the eligible employee on the first payroll period in the fiscal year qualifying the employee for the longevity pay. The amount of the longevity pay will be calculated at 100 times the eligible employee's base hourly wage. The increments shall be based upon full-time employment and shall be prorated for any eligible employee working less than full-time hours on the number of hours worked in relation to eight hours per day.

## ARTICLE 8 HOLIDAYS

A. Scheduled Holidays: The District agrees to provide employees with the following paid holidays:

New Year's Day - January 1  
Martin Luther King's Birthday  
Lincoln Day – February  
President's Day (Washington)  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Day

A day in lieu of Admissions Day (this day will be mutually determined by the end of school year, when possible, or as soon thereafter prior to publication of the school calendar)

B. After the school calendar is published, no change will be made affecting holidays without Association input.

C. Additional Holidays: All days appointed by the Governor for a public fast, thanksgiving, or holiday and all special or limited holidays on which the Governor provides that schools shall close shall be paid holidays for employees. All days appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday, shall be paid holidays for employees.

D. Holiday on Saturday or Sunday: When a holiday falls on Saturday, the preceding workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday that is not a holiday shall be deemed to be that holiday.

E. Holiday Eligibility: Except as provided in section F, employees must be in paid status on their workday immediately preceding or succeeding the holiday to be paid for the holiday.

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

## **ARTICLE 9 VACATION**

A Employees employed from July 1, 1990, shall earn vacation in accordance with the following schedule:

<b>YEARS OF EMPLOYMENT</b>	<b>10 MONTH</b>	<b>11 MONTH</b>	<b>12 MONTH</b>
1	8	9	10
2	8	9	10
3	8	9	10
4	8	9	10
5	8	9	10
6	10	12	13
7	10	12	13
8	10	12	13
9	10	12	13
10	10	12	13
11	12	14	15
12	12	14	15
13	12	14	15
14	12	14	15
15	12	14	15
16	12	14	15
17	12	14	15
18	12	14	15
19	12	14	15
20	16	18	20

B. Full-time employees employed prior to July 1, 1990, shall continue to earn 23 vacation days per year.

C. Vacation benefits are earned on a fiscal-year basis, July 1 through June 30.

D. Earned vacation shall become a vested right of an employee upon completion of an initial six months of employment.

E. Employees shall submit requests for vacation to their immediate supervisor. Vacations shall be scheduled at times convenient to the employee and consistent with the needs of the District. All requests for vacation must be normally submitted to the employee's immediate supervisor at least two weeks in advance of the first date of requested vacation. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, preference shall be given in the order requests are received beginning July 1 of each year.

F. Vacation earned but not taken during the fiscal year in which it is earned may be carried over for a period not to exceed one additional fiscal year. In the event that an employee carries over vacation days into the following fiscal year, the District may schedule such days of vacation to be taken if the employee fails to request to use such days of vacation prior to February 1 of any such year. In the event that such days of carried over vacation days may not be scheduled, all such days shall be paid for at the employee's current rate of pay. Upon mutual agreement, vacation may be carried over, in lieu of payment, beyond the one-year limitation stated above.

G. The rate at which vacation is paid shall be at the rate of pay which the employee would have been paid had the employee served during that period.

H. When a holiday falls during the scheduled vacation of an employee, such employee shall be granted regular pay for the holiday without deduction from credited vacation.

I. Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated, the employee is entitled to all vacation pay earned and accumulated up to and including the effective date of termination, except that an employee who has not completed six months of employment shall not be entitled to such compensation.

J. An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by the Agreement without a return to active service, provided the employee supplied notice and supporting information regarding the basis for such interruption of termination.

K. If an employee's scheduled vacation becomes due while the employee is on a leave of absence for illness or injury, the employee may request that the vacation date be changed or may request to carry over the vacation in accordance with section E herein.

## **ARTICLE 10 LEAVES**

### **A. Paid Sick Leave:**

1. Sick leave is the authorized paid absence of an employee because of illness or injury or personal health appointment (defined as a medical, dental, chiropractic, mental health, and/or vision appointment).

2. Full time (eight hours a day, five days a week) employees are entitled to one day of paid sick leave for each month of employment.

Employees working less than full time are entitled to sick leave in the same ratio that their employment bears to full-time employment (i.e., a four-hour employee would be eligible for a paid sick leave day of four hours).

3. Sick leave may be accumulated from year to year.

4. Sick leave may be taken at any time provided that probationary unit employees may use only six days of paid sick leave during their initial probationary period.

5. Pay for any days of sick leave shall be the same pay which the employee would have received if the employee had worked that day.

6. Employees must notify their supervisor of their absence within the first working hour of the first day of absence unless conditions make notification impossible.

7. At the discretion of the District, an employee absent for three or more consecutive days due to illness or injury may be required to present a doctor's statement verifying the employee's illness/injury and anticipated date on which the employee is able to return to work.

8. When an employee is on paid sick leave, the employee shall not have their sick leave balance changed for any paid holiday that occurs during the period of the verified illness/injury leave.

9. Sick leave is not earned for overtime hours or during an unpaid leave of absence.

10. An employee who is on sick leave may not continue to receive salary from the District if the employee accepts other employment.

11. When a unit employee is on sick leave or leave of absence without pay because of illness and wishes to accept other employment, the employee must

resign from the District. Accepting other employment while on sick leave without notifying the District may be grounds for dismissal.

12. An employee's excessive or abusive use of sick leave may result in disciplinary action.

13. Family Sick Leave: An employee may use up to half of their annual sick leave accrual in any calendar year for the illness of a child, parent, spouse, or domestic partner of the employee. All conditions and restrictions placed by the District on an employee's use of sick leave shall also apply to use for these purposes. This section does not extend the maximum period of leave to which an employee is entitled under any over leave provided below.

B. Entitlement to Other Sick Leave: An employee shall, at the beginning of the fiscal year, be credited with a maximum total of 100 workdays of paid sick leave including that leave provided in section A of this article. After the exhaustion of all current and accumulated sick leave, an employee absent from work due to illness or injury shall be compensated at the rate of 50 percent of the employee's regular salary. The 100 days of paid sick leave provided herein shall exclude holidays, vacations, or any other paid (non-sick) leaves available to the employee. Employees shall be required to submit verification of illness/injury for leave under this paragraph.

C. Industrial Accident and Industrial Illness Leave:

1. Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code section 45192.

2. An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workmen's Compensation Insurance Law, shall be granted paid industrial accident and industrial illness leave for each such accident or illness while receiving temporary disability benefits from workers' compensation, provided that the illness or injury was related to the performance of the employee's duties. Such paid industrial accident or illness leave shall not be for more than 60 workdays.

3. Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under workers' compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid sick leave to which an employee may be entitled.

4. If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if eligible therefor. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's



assignment, when added to disability benefits derived from workers' compensation.

5. After all paid illness leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation time to the extent necessary to make up the employee's regular salary when receiving temporary disability allowance, without penalties from the workers' compensation insurance company.

6. Upon return to service from any paid or unpaid leave of absence resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in the employee's former class, ahead of any employee with a lesser amount of seniority. If no vacancy exists in the employee's former class, the employee may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a 39-month reemployment list.

7. An employee returning from paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and this article. An employee shall continue to receive seniority credit for all purposes while on paid or unpaid leave of absence.

8. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness and the employee is still unable to resume employment with the District, the employee's name shall be placed on the reemployment list for the class from which the employee was on leave, for a period not to exceed 39 months, if not placed in another position.

9. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award, exceed the employee's regular salary.

10. During all paid leaves resulting from an industrial accident or industrial illness, the employee shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance Laws. The District shall issue to the employee the appropriate warrants for payment of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions.

11. Final allowance for permanent industrial disability settlements shall not be subject for remittance to the District under this rule.

12. Any employee absent on an industrial accident or industrial illness leave shall, during such periods of injury or illness, remain within the state of California unless the District authorizes travel outside of the state.

D. Bereavement Leave: An employee shall be granted a leave with full pay in the event of the recent death of any member of the employee's immediate family. This leave shall be for a maximum of five (5) days for each immediate family member. For the purpose of this article, immediate family is defined as husband, wife, registered domestic partner, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, spouse's grandfather, spouse's grandmother, son-in-law, daughter-in-law, grandchild, stepmother, stepfather, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse/registered domestic partner living in the immediate household of the family, or any other person for whom the employee is legally responsible.

E. Jury Duty Leave: Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Upon receiving notification of a judicial or official appearance request, the employee shall inform employee's immediate administrator of said notification. Any employee whose regular assigned shift commences at 4:00 p.m. or after, and who is required to serve five hours or more that day on jury duty, shall be relieved from work with pay.

F. Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

G. Personal Necessity Leave: Any days of absence earned for sick leave under section A of this article may be used by the employee at employee's election, in cases of personal necessity, not to exceed a maximum of seven days in any fiscal year. The days allowed shall be deducted from and may not exceed the number of full paid days of illness or injury leave to which the employee is entitled. Personal necessity leave shall not be granted during a leave of absence. Payment for such absence shall be made only upon the employee's signing of an absence form identifying the reason for the leave by the applicable number of this section as set out below.

H. Prior arrangement is required except for personal necessity granted for bereavement, employee accident, or accident to the employee's property or immediate family. Personal necessity leave is limited to the following:

1. The death of a member of the employee's immediate family when additional leave is required beyond that provided in section A of this article.

2. As a result of an accident or illness involving an employee's person or property or the person or property of the employee's immediate family as defined in paragraph D of this article.

3. When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.

4. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during assigned hours of service.

5. Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his assigned hours of service.

6. Personal business that cannot be transacted outside of assigned working hours.

7. Parental leave to care for the employee's child after the birth or adoption of the child.

8. If for some reason an employee chooses not to write down the need for the personal necessity leave, the employee shall verify in writing that the absence qualifies as personal necessity leave.

9. An employee may use up to two (2) days of available personal necessity leave for any personal reason and not disclose the reason for its use under the following conditions:

- a. The employee must request leave at least three (3) working days in advance of the requested time off;
- b. Leave may not be used for personal gain or other employment;
- c. Leave shall not be taken to extend school holidays or vacation periods; and
- d. The District reserves the right to deny leave under this paragraph in circumstances where the District is unable to meet the needs of the students and/or the District.

I. Leave of Absence for Retraining or Study: Unit members may apply for retraining and study leave pursuant to Education Code sections 45280-45307, or their successors for the term of this Agreement. The District retains the right to approve or disapprove requests.

J. Break in Service: 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.

K. Pregnancy/Maternity Disability Leave:

1. Employees are entitled to use accumulated illness or injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

2. Physical disability for purposes of this Agreement shall be defined as a period during which the employee is unable to perform job-related duties. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

3. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician. The period of actual disability shall be supported by written statement from the employee's physician provided, however, that the District may, at its option, obtain other medical opinions.

4. Employees shall notify their immediate supervisor four weeks in advance of the anticipated maternity absence except in cases of emergency.

5. Employees may request leave without pay for absence caused by pregnancy, miscarriage, childbirth, or recovery therefrom after illness or injury leave entitlements have been exhausted.

6. During periods of absence taken on unpaid pregnancy/maternity leave, the employee shall not accrue earned sick leave or vacation leave credit, or be entitled to paid holidays, bereavement leave, industrial accident leave, or other types of paid leaves.

7. Leave of absence without pay may be granted for any period not exceeding one year, except that leave of absence for military service shall be granted as provided by the Education Code and Military and Veterans' Code.

L. Parental Leave. Employees are eligible for additional parental leave in accordance with Education Code Section 45196.1.

M. Family Care and Medical Leave: The District will provide an employee, upon written request, Family Care and Medical Leave in accordance with paragraph L of this Article.

1. Eligibility. All employees employed at least 10 or more months per year, as calculated by the first day of paid service are eligible for leave in accordance with paragraph L of this Article.
2. Leave of Absence. A leave of absence under section L of this Article will be granted upon written request of an employee for the following conditions:
  - a. The employee's serious health condition, the serious health condition of a member of the employee's immediate family as defined under the provisions of this Article, the birth of a child of the employee, or placement of a child with the employee in connection with the adoption or foster care of a child by the employee.
  - b. "Serious health condition" is any illness, injury, or impairment or physical or mental condition that either involves in-patient care in a hospital, hospice, or residential healthcare facility, or involves continuing treatment or supervision by a healthcare provider.
3. Paid Leaves of Absence. An employee eligible for leave under this Article may substitute any accrued leave, paid or unpaid, under the leave section of this Agreement.
4. Duration of Leave. Leave of absence under paragraph L of this Article may be as long as 12 workweeks or less in any one fiscal year.
5. Benefits. Leave under paragraph L of this Article, will not entitle the employee to health and welfare benefits for 12 workweeks unless the employee agrees to pay the District each month the required health and welfare premiums required by the insurance provider.
6. No Break in Service. Leave under paragraph L of this Article will entitle the employee to continued accrual of all service-related rights of employment, specifically seniority, salary schedule advancement, longevity, and retirement credit (years of service).
7. Return to Work. Leave under paragraph L of this Article will terminate whenever the employee returns to continuous active service following written notice to the District as follows:
  - a. An employee returning from leave under paragraph L of this Article will be reinstated immediately to the position held by the employee at the commencement of the approved leave of absence. The notice must be provided in writing within 30 days prior to the employee's return to active service.

b. An employee who while on leave under paragraph L of this Article gives written notice of resignation or retirement, will be deemed to have resigned or retired, as appropriate, on the next workday following expiration of the leave.

8. Procedures. Leaves under paragraph L of this Article will commence on the date indicated by the employee in the leave notice provided by the employee to the employee's supervisor.

a. The leave notice will specify the following information: The leave will be taken pursuant to the provisions of this article, the date the leave is to commence, the anticipated pattern of leave use if the employee will not be absent continuously; whether the employee will substitute other leave for leave under this Article and, if so, how much paid leave; and the anticipated date of return to continuous active service, if known to the employee within the 12 week period leave of absence.

b. Leave under paragraph L of this Article will terminate on the next business workday following the date indicated by the employee provided in the employee's return notice to the supervisor.

c. If the employee on leave of absence under paragraph L of this Article determines to return earlier than anticipated, the employee will be required to provide a written notice to the employee's immediate supervisor no fewer than ten (10) workdays before the revised date of return. The employee's immediate supervisor will consider the employee's written request for early return to return to work. In the event the employee's immediate supervisor does not grant the employee's request, the employee shall return to work upon the original date initially requested.

## **ARTICLE 11 SAFETY**

- A. District Compliance: The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- B. No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of section A.
- C. Employees shall follow all health, safety, and sanitation rules and regulations.

## **ARTICLE 12 PROMOTIONS**

A. The District shall first make job openings available as lateral transfer opportunities to all members in the same classification. Members who meet the qualifications shall be interviewed and those not selected are entitled to reasons. The District retains the discretion to select a transfer applicant or not, but agrees that the member with the most Districtwide seniority will be transferred whenever two members are equally qualified. Once transfer requests have been considered and/or made, the remaining opening will be designated by the District as either (1) a promotional vacancy or (2) a promotional/open vacancy and advertised accordingly. All such openings shall be posted for five workdays at every District site on the designated bulletin board.

B. In the case of a promotional/open vacancy, the District will first consider members of the bargaining unit. Members who meet the qualifications shall be interviewed and, if not selected, given reasons upon request. Whenever the final selection is among two or more members of the bargaining unit and, in the judgment of the District the members are equally qualified, the positions will first be offered to the member with the most Districtwide seniority. The District's determination as to whom is the most qualified shall not be subject to review under the grievance procedure.



### **ARTICLE 13 SEVERABILITY**

A. Savings Clause: If any provisions of this Agreement are found to be contrary to law by the Public Employment Relations Board or court of competent jurisdiction, said invalid provisions shall be severed but such finding shall not affect the validity of the remainder of this Agreement.

B. In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within 30 days after such determination for the purpose of satisfactory replacement for such article or section.

## **ARTICLE 14 MANAGEMENT RIGHTS**

A. It is agreed that all matters not enumerated as within the scope of negotiations in Government Code section 3543.2, and not limited by the express terms of other articles of the Agreement, are reserved to the District. Such reserved rights include, but are not limited to, the exclusive right to:

1. Determine the management organization and operational structure of the District, including, but not limited to, all budgetary matters, including all sources and amounts of financial support, budgetary allocations, reserves, and expenditures apart from those expressly allocated herein to fund the wage and benefit obligations of this Agreement;
2. Determine the number, type, and location of all District-owned or controlled properties, grounds, facilities, and other improvements including the acquisition, disposal, and utilization of same and the personnel, service, and activity functions assigned to each of such properties;
3. Determine the kinds, levels, and standards of any service to be provided to the public or to be provided to employees in support services to the public, including lawful contracting and subcontracting of services, and the methods and means of providing such services;
4. Select, classify, direct, promote, demote, discipline, and terminate any personnel of the District;
5. Determine assignments, including, but not limited to, the determination of whether, when, and where there is a job opening; the job classifications and the content and qualifications thereof;
6. Determine the duties and standards of performance for all employees;
7. Determine the times and hours of operations of District facilities, functions and activities including the number of hours assigned to each position;
8. Determine the rules, regulations, policies, and practices for all employees, students and the public, subject only to the express limitations specific in this Agreement.

B. It is understood that the right to "determine" as used herein includes the right to establish, modify, reduce, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

C. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not

enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

D. In the event of an emergency, including financial emergency, as determined by the District, the District may modify, suspend, or discontinue any or all provisions of this Agreement.

## **ARTICLE 15 CONCERTED ACTIVITIES**

A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association and/or by its officers, agents, or members during the terms of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

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

C. It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.

D. It is understood that in the event this article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any employee and/or the Association.

## **ARTICLE 16 ENTIRE AGREEMENT**

A. This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire, and existing Agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, express or implied, between the District and the Association or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, including, but by no means whatever limited to, any subject or matter which under this Agreement is within the right of the District to decide, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. The foregoing is not intended to preclude the parties from negotiating on matters required by law or on a voluntary basis.

## **ARTICLE 17 DURATION**


A. This Agreement shall remain in full force and effect from July 1, 2020, through June 30, 2023.

B. For the 2021-2022 and 2022-2023 school years, the parties may reopen and negotiate two (2) unspecified articles in this Agreement in addition to Article 7 (Compensation and Health Benefits). In order to fulfill the public notice requirements under the California Government Code, either party may present their initial proposals for reopened negotiations and/or a successor agreement in time to allow for negotiations to commence prior to July 1. Negotiations between the parties shall commence as soon as the public notice provisions of the law have been completed.

## ACCEPTED AND RATIFIED

By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Exclusive Representative as the contracting parties; that all actions necessary for the Employer or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

CUYAMA JOINT  
UNIFIED SCHOOL DISTRICT

  
ALFONSO GAMINO  
Superintendent

  
President, Board of Trustees

  
Clerk, Board of Trustees

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION,  
CUYAMA CHAPTER #288

  
FERNANDO DE LOS SANTOS,  
President

# APPENIX A



## Performance Appraisal For Classified Employees

Additional pages may be attached

Employee Name:	Title:	Date:			
Department:	<input type="radio"/> 2 <sup>nd</sup> month <input type="radio"/> 5 <sup>th</sup> month <input type="radio"/> Annual <input type="radio"/> Special				
	<b>Unsatisfactory</b>	<b>Needs to improve</b>	<b>Meets Requirements</b>	<b>Exceeds Requirements</b>	
<b>Quality of work:</b> (Accuracy, thoroughness, neatness)					
<b>Quantity of work:</b> (Volume, application, time, and equipment use)					
<b>Knowledge of job:</b> (Technical Knowledge, skill level)					
<b>Work Habits:</b> (Initiative, resourcefulness, punctuality, safety, ability to follow directions)					
<b>Interpersonal relationships:</b> (Cooperation, cheerfulness, patience, teamwork, relationships with co-workers and public)					
<b>Personal Fitness:</b> (Integrity, adaptability, stability, supportive of organization/ department goals, dependability, judgment)					
<b>Ability to supervise:</b> (If applicable. See instructions.)					
<b>Ability to communicate effectively:</b> (Written communication, oral communication and telephone techniques)					
<b>Additional factors:</b> (List and identify)					

Explanation for ratings of "Exceeds Requirements":

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[illegible]

<b>Recommendation for Probationary Employee:</b> <div> Continue Employment </div>		<div> Terminate </div>
<div> 1. <b>Performance:</b> [ ] </div>	<div> 2. <b>Attendance:</b> [ ] </div>	<div> 3. <b>Supervisor's Recommendation:</b> [ ] </div>

<p>(Employee may attach written comments)</p> <p>I have read this appraisal. My Signature does not necessarily indicate that I agree with this appraisal.</p>	<p>_____ Evaluator Signature</p> <p>_____ Review Signature (if required)</p>
<p>_____ Employee</p> <p>_____ Date</p>	

## APPENDIX B

### CUYAMA JOINT UNIFIED SCHOOL DISTRICT 2018-2019 CLASSIFIED HOURLY SALARY SCHEDULE

Job Code	Position	Steps	A	B	C	D	E	F	G	H
3000	School Secretary	1	\$13.82	\$14.65	\$15.53	\$16.45	\$17.44	\$18.48	\$19.58	\$20.77
3001	Account Clerk	2	\$12.39	\$13.12	\$13.90	\$14.75	\$15.62	\$16.57	\$17.56	\$18.61
3003	Student Information/ Testing Coordinator	3	\$15.44	\$16.37	\$17.35	\$18.39	\$19.49	\$20.65	\$21.90	\$23.20
3004	Instructional Aide/ASES ACT Lead	4	\$10.87	\$10.97	\$11.62	\$12.31	\$13.05	\$13.84	\$14.67	\$15.54
3005	School Clerk/Data Entry	5	\$11.17	\$11.84	\$12.54	\$13.29	\$14.11	\$14.94	\$15.84	\$16.79
3006	ASES Site Supervisor	6	\$13.14	\$13.92	\$14.76	\$15.64	\$16.58	\$17.58	\$18.64	\$19.75
3009	Instruction Aide-Library/Media	7	\$12.36	\$13.10	\$13.89	\$14.73	\$14.73	\$16.55	\$17.53	\$18.59
3010	Network/Tech Support	8	\$14.17	\$15.03	\$15.93	\$16.88	\$17.89	\$18.98	\$20.10	\$21.32
4000	Maintenance I	9	\$12.75	\$13.51	\$14.31	\$15.18	\$16.10	\$17.05	\$18.09	\$19.16
4002	Maintenance II	10	\$14.07	\$14.89	\$15.79	\$16.75	\$17.76	\$18.81	\$19.94	\$21.13
4003	Maintenance III	11	\$15.39	\$16.31	\$17.28	\$18.31	\$19.43	\$20.58	\$21.82	\$23.13
4004	Bus Driver	12	\$14.11	\$14.94	\$15.84	\$16.79	\$17.80	\$18.86	\$20.00	\$21.21
4006	Bus Driver/Mechanic	13	\$12.75	\$13.51	\$14.31	\$15.18	\$16.10	\$17.05	\$18.09	\$19.16
4009	Custodian	14	\$11.51	\$12.21	\$12.94	\$13.72	\$14.54	\$15.42	\$16.35	\$17.32
4012	Utility Worker/Rental Maintenance	15	\$10.87	\$10.87	\$10.87	\$11.03	\$11.69	\$12.41	\$13.14	\$13.92
5001	Cook's Helper	16	\$10.87	\$11.48	\$12.17	\$12.90	\$13.69	\$14.51	\$15.37	\$16.29
5002	Cook	17	\$12.55	\$13.30	\$14.12	\$14.95	\$15.85	\$16.80	\$17.81	\$18.87
4003	Maintenance/Operator/Transformation Lead (MOT)	18	\$22.62	\$23.69	\$24.76	\$25.83	\$26.91	\$27.99	\$29.05	\$30.13

Adopted:

Effective: July 1, 2018

2.0% increase above 2017-2018 rates

# APPENDIX B-1

## CUYAMA JOINT UNIFIED SCHOOL DISTRICT 2019-2020 CLASSIFIED HOURLY SALARY SCHEDULE

Job Code	Position	Steps	A	B	C	D	E	F	G	H
3000	School Secretary	1	\$13.82	\$14.65	\$15.53	\$16.45	\$17.44	\$18.48	\$19.58	\$20.77
3001	Account Clerk	2	\$12.39	\$13.12	\$13.90	\$14.75	\$15.62	\$16.57	\$17.56	\$18.61
3003	Student Information/ Testing Coordinator	3	\$15.44	\$16.37	\$17.35	\$18.39	\$19.49	\$20.65	\$21.90	\$23.20
3004	Instructional Aide/ASES ACT Lead	4	\$10.87	\$10.97	\$11.62	\$12.31	\$13.05	\$13.84	\$14.67	\$15.54
3005	School Clerk/Data Entry	5	\$11.17	\$11.84	\$12.54	\$13.29	\$14.11	\$14.94	\$15.84	\$16.79
3006	ASES Site Supervisor	6	\$13.14	\$13.92	\$14.76	\$15.64	\$16.58	\$17.58	\$18.64	\$19.75
3009	Instruction Aide-Library/Media	7	\$12.36	\$13.10	\$13.89	\$14.73	\$14.73	\$16.55	\$17.53	\$18.59
3010	Network/Tech Support	8	\$14.17	\$15.03	\$15.93	\$16.88	\$17.89	\$18.98	\$20.10	\$21.32
4000	Maintenance I	9	\$12.75	\$13.51	\$14.31	\$15.18	\$16.10	\$17.05	\$18.09	\$19.16
4002	Maintenance II	10	\$14.07	\$14.89	\$15.79	\$16.75	\$17.76	\$18.81	\$19.94	\$21.13
4003	Maintenance III	11	\$15.39	\$16.31	\$17.28	\$18.31	\$19.43	\$20.58	\$21.82	\$23.13
4004	Bus Driver	12	\$14.11	\$14.94	\$15.84	\$16.79	\$17.80	\$18.86	\$20.00	\$21.21
4006	Bus Driver/Mechanic	13	\$12.75	\$13.51	\$14.31	\$15.18	\$16.10	\$17.05	\$18.09	\$19.16
4009	Custodian	14	\$11.51	\$12.21	\$12.94	\$13.72	\$14.54	\$15.42	\$16.35	\$17.32
4012	Utility Worker/Rental Maintenance	15	\$10.87	\$10.87	\$10.87	\$11.03	\$11.69	\$12.41	\$13.14	\$13.92
5001	Cook's Helper	16	\$10.87	\$11.48	\$12.17	\$12.90	\$13.69	\$14.51	\$15.37	\$16.29
5002	Cook	17	\$12.55	\$13.30	\$14.12	\$14.95	\$15.85	\$16.80	\$17.81	\$18.87
4003	Maintenance/Operator/Transformation Lead (MOT)	18	\$22.62	\$23.69	\$24.76	\$25.83	\$26.91	\$27.99	\$29.05	\$30.13

Adopted:

Effective: July 1, 2018

2.0% increase above 2017-2018 rates

PPO  
Anthem  
PPO  
Anthem



PPO  
Anthem

PPO  
Anthem

## APPENDIX - C

### CUYAMA JOINT UNIFIED SCHOOL DISTRICT

	Anthem	Anthem	Anthem	Anthem
	100-A \$10	100-D \$20	80G \$30	HSA-B
<b>MEDICAL • CALENDAR YEAR Deductibles &amp; Maximums</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>	<b>Member Pays</b>
Individual/Family Deductibles	\$0 /\$0	\$300/ \$600	\$500/ \$1,000	\$3,000/ \$5,200
Individual/Family Out-of-Pocket (OOP) Max (Includes medical deductibles, CA Insurance and co-pays)	\$1,000/ \$3,000	\$1,000/ \$3,000	\$2,000/ \$4,000	\$5,000/ \$10,000

"Includes RJc

### PROFESSIONAL SERVICES

Office Visit (OV) co-pay	\$10	\$20	\$30	10%
Urgent Care co-pay	\$10	\$20	\$30	10%
Specialists/Consultants co-pay	\$10	\$20	\$30	10%
Prenatal, postnatal office visit co-pay	\$10	\$20	\$30	10%
Scans: CT, CAT, MRI, PET etc	0%	0%	20%	10%
Diagnostic X-ray & Laboratory Procedures	0%	0%	20%	10%
Infertility (diagnosis/treatment of causes of Infertility subject to plan benefits)	Not covered	Not covered	Not covered	Not covered
Preventive Care (Includes physical exams & screenings)	0% Ded Waived	0% Ded Waived	0% Ded Waived	0% Ded Waived

### HOSPITAL & SKILLED NURSING FACILITY SERVICES

Emergency Room visit waived if admitted)	0% \$100 co-pay	0% \$100 co-pay	20% \$100 co-pay	10% \$100 CO-Day
Inpatient Hospital (preauthorization required)	0%	0%	20%	10%
Outpatient Hospital	0%	0%	20%	10%
Surgery, Outpatient (performed In Surgery Center)	0%	0%	20%	10%
Surgery, Outpatient (performed In a Hospital)	0%	0%	20%	10%

100-A \$10      100-D \$20      80-G \$30      HSA-B

**MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT**

<b>INPATIENT:</b> Facility Based care(pre11th required)	0%	0%	20%	10%
<b>OUTPATIENT:</b> Facility Based Care (preauth required)	0%	0%	20%	10%

**OTHER SERVICES**

Acupuncture - Limits apply	0%	0%	20%	10%
Ambulance (Ground or Air)	0% \$100 co-pay	0% \$100 co-pay	20% \$100 co-pay	10% \$100 co-pay
Chiropractic - Limits apply	0/6	0/6	20/6	10/6
Durable Medical Equipment (DME)			20%	10%
Physical and Occupational Therapy - Limits apply	0%		20%	10%

**PHARMACY BENEFITS**

<b>Plan</b>	<b>5-20</b>	<b>200/10-35</b>	<b>200/18-35</b>	<b>HSA-BRM</b>
Individual/Family Brand & Specialty Rx Deductibles	none	\$200/\$500	\$200/\$500	Includedw/ Medical ded
Individual/Family Rx Out-of-Pocket (OOP) Max (includes Rx deductibles and co-pays)	\$1,500/ \$2,500	\$2,500/ \$3,500	\$2,500/ \$3,500	Included w/ Med OOPMax
Generic co-pay/30 days supply	\$0 at Costco \$10 at Other Network	\$0 at Costco \$10 at Other Network	\$0 at Costco \$10 at Other Network	\$9
Brand co-pay/30 days supply	\$20	\$35	\$35	\$35
Specialty co-pay/up to 30 days supply	\$20 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	Mail \$35
Mail Order (Generic-Brand co-pay/90 days supply)	\$0-\$50	\$0-\$90	\$0-\$90	\$0-\$90

\*Benefits and rates subject to change

