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ARTICLE I
AGREEMENT
(Revised 2016)

1. This agreement, hereafter called "Agreement" is made and entered into this 1st day of July, 2016 by and between the Governing Board of the Temple City Unified School District, hereinafter called "District" and the California School Employees Association #823, herein after referred to as "CSEA".
2. The District and CSEA agree that they will make every effort to implement the provisions of the Agreement in a fair, reasonable, professional, and equitable manner.
3. This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2019.
4. During the term of this Agreement the parties waive their respective right to meet and negotiate with respect to any provision outside this agreement, even though such subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement.
5. This agreement may be amended at any time by mutual consent of both parties.
6. Each year of this agreement, both parties agree to wage and benefits re-openers, as well as three (3) article re-openers each and any additional articles of mutual interest. Every three years when the contract expires, there is no limit to the amount of articles that can be re-opened.

Dave Niles, Lead Negotiator
CSEA #823 Representative

Rob French, Lead Negotiator
TCUSD Representative

December 11, 2018
Date

December 11, 2018
Date

ARTICLE II
RECOGNITION

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1. The District hereby acknowledges that Chapter #823 of CSEA is the exclusive bargaining representative for the Classified Employees specified herein.
 - A. Classified employees in Chapter #823 include Maintenance, Custodial, Grounds Campus Supervisors, Cafeteria Services and Technology Technicians.
 - B. The classification and salary range for employees included in this unit are established in *Appendix "A"* which is attached hereto and incorporated by reference as part of this agreement.
2. The scope of responsiveness shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the Rodda Act (SB 160).
3. The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.
4. In the event the District creates a new position or classification within the bargaining unit, the District shall notify CSEA. CSEA shall have the right to meet and negotiate the proposed duties and salary range.

ARTICLE III
ASSOCIATION RIGHTS
(Revised 2012)

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5 1. The District agrees that CSEA shall have the following rights:

- 6 A. Access, at reasonable times by a CSEA Representative, to areas in which employees work,
7 with notification to the area superiors and without disrupting the work schedule of
8 employees.
- 9 B. The posting, without prior approval, of CSEA materials and information on CSEA bulletin
10 boards (at least one provided in each school, in areas frequented by classified employees).
- 11 C. The use of the District mail system for the posting and transmission of information and/or
12 notices concerning CSEA matters.
- 13 D. The use of institutional equipment, facilities and buildings, with the approval of the District.
- 14 E. To receive a complete roster of bargaining unit employees within 90 days of the effective
15 date of this Agreement, and every July and January thereafter for the term of this
16 Agreement.
- 17 F. To receive, on March first (1st) of each year, a current seniority list.
- 18 G. To receive, upon request, one (1) copy of any written reports which are public information, to
19 any other governmental agency.
- 20 H. To receive and review, upon request, one (1) copy of any public budget or financial material,
21 submitted at any time to the Governing Board.
- 22 I. To review, upon request, any other public material in possession of or produced by the
23 District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 24 J. The District agrees to release two (2) CSEA Chapter delegates to attend the CSEA Annual
25 Conference at his or her own expense, with pay, with no additional cost to the District.
- 26 K. To receive, at no cost, a full and complete copy of this contract within thirty (30) days after
27 the execution of this contract.

28 2. Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate
29 against employees because of the exercise of their right to engage or not to engage in CSEA
30 activity.

31 3. Union officers who are responsible for contract administration or grievance handling shall not be
32 the subject of retribution or retaliation for union activities.

33 4. The incorporation of this language is intended to allow redress under the grievance
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1 procedures in this document and to encourage compliance without engaging in the filing of
2 unfair labor practice charges. However, this provision does not restrict or restrain said officers
3 from seeking such relief.

4 5. The District shall conduct no negotiations nor enter into any agreement with any other
5 employee/employee organization on matters concerning the rights of bargaining unit employees
6 and/or CSEA without prior notice to and approval by CSEA of the negotiations and the
7 Agreement.

8 6. Upon initial employment and each change in classification, each affected employee in the
9 bargaining unit shall receive a copy of the applicable job description, employee handbook, a
10 specification of the monthly and hourly rates applicable to the position; a statement of duties,
11 work site, work shifts, hours per day and per week, and the months per year.

12 7. The CSEA President, or designees, shall receive twenty-two (22) days per year, or hourly
13 equivalent for release time to perform CSEA business. CSEA agrees to notify the Director of
14 Classified Personnel, in writing, no less than seventy-two (72) hours before the date of intended
15 use of said leave.

16 8. CSEA will be part of the decision-making process at all sites including but not limited to all site
17 based management teams. CSEA and site management will work together to assure that all site
18 based teams have CSEA representation.

19 9. The Association shall have the right to meet and negotiate the development of the District
20 calendar as part of the Calendar Committee as it relates to the interests of CSEA #823
21 classified employees.

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1 **ARTICLE IV**

2 **WAGES**

3 *(Revised 2018-2019)*

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- 5 1. Effective July 1, 2018, the classified salary schedule (on-going) shall be increased
6 4.5%.
- 7 2. The District shall grant step increases on the first day of the month following the occurrence
8 of an employee's anniversary date. (Example: an employee who has an anniversary date of
9 January 10 shall receive his/her step increase on February 1). The only exception to this
10 practice is an employee whose anniversary date is the first day of a particular month;
11 employees in this circumstance shall receive his/her increase on the same day (the first).
- 12 3. The District and Association agree to use 173.33 hours per month as the divisor to
13 determine the hourly rate for the Classified Salary Schedule.
- 14 4. The District has integrated the retirement (PERS) contribution into the salary schedule. The
15 PERS contribution will be paid for by the employee through payroll deduction.
- 16 5. The District agrees to provide longevity pay at the commencement of the eighth (8th),
17 thirteenth (13th), eighteenth (18th) and twenty-third (23rd) year of service in accordance with
18 the amounts delineated on the current salary schedule. (Appendix A)
- 19 A. Longevity increments will be tied into the salary schedule.
- 20 B. Less than full-time unit members on a regular assignment shall receive a prorated
21 amount in the same ratio as their assignment is to a full-time unit member.
- 22 6. To support professional growth and skill development, the District agrees to compensate
23 unit members for professional growth activities as outlined in Appendix B.
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ARTICLE V
EVALUATIONS AND PERSONNEL FILES

1. All permanent employees whose anniversary date ends in an odd numbered year will have their evaluation form (Appendix C) delivered to their evaluator in September of an odd numbered year and scheduled during that school year. Those ending in an even numbered year will be delivered in September of an even numbered year and scheduled during that school year.
 - A. The evaluation process may include a goal setting process providing the goals are not inconsistent with the classification description of the employee.
 - B. Employees may be evaluated every year at the discretion of their evaluator.
 - C. These evaluations will be completed in order to keep the employees informed of their effectiveness in performing their work assignment. Each employee shall receive a copy of the evaluation.
2. It is the policy of the District that no evaluation of any employee shall be placed in the personnel file without an opportunity for discussion between the employee and the evaluator.
 - A. No evaluation shall be made based upon statements that have no basis in fact.
 - B. On negative evaluations, the evaluator shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.
 - C. The employee shall have the right to review and respond in writing to any evaluation.
 - D. Evaluations shall not be used as a disciplinary tool.
3. Employees shall have access to their personnel files during working hours so long as it does not interrupt the employee's work assignment.
4. Derogatory written warning and written reprimand documents which are not current (older than 24 months) and not relevant (concerning a behavior or infraction which has not been repeated or is not ongoing) shall be removed from an employees' personnel file upon request.

ARTICLE VI
HOURS AND OVERTIME
(Revised 2017 – 2018)

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5 1. Work Week – The work week for a full-time employee shall consist of five (5) consecutive
6 days, Monday, through Friday, of eight (8) consecutive hours per day and forty (40) hours
7 per week. This does not preclude the District and CSEA from entering into a Memorandum
8 of Understanding (MOU) when both agree that adjustment of the workweek for a particular
9 assignment is necessary to meet District needs, on a case by case basis.
- 10 2. Staffing Formula – The District and CSEA agree that classified staff can be most effective
11 when adequate staffing is provided at each school site or work location.
 - 12 A. The CASBO Custodial Formula will be used as the basis for determining adequate
13 Custodial staffing at each school site. (Appendix D) Staffing levels will be evaluated
14 based on the CASBO formula once a year, by June 30, to determine staffing levels for
15 the following school year.
 - 16 B. Other staffing levels will be evaluated once a year by June 30, to determine staffing
17 levels for the following school year.
 - 18 C. Unbenefited substitutes may not be used to fill a currently staffed or vacant position or
19 when staffing has been reduced by attrition or cutbacks from contractually agreed upon
20 levels, or when it is necessary to increase staffing levels, unless the position is being
21 flown and until a highly qualified individual is hired.
- 22 3. Work Assignments – Each year, the District shall provide each employee with a written
23 notice of any change in his/her assignment.
- 24 4. Work Day – Upon employment, the District shall provide written notice of an employee's
25 work day. The District retains the right to modify, with a ten day notice, the regular work
26 day when it is determined necessary to carry out District business. If the modification of
27 hours results in a change of more than four (4) hours, the unit member has the right to
28 present any extenuating circumstances that preclude his/her ability to accommodate the
29 modification. The supervisor shall take the circumstances into consideration before
30 implementing the change.
- 31 5. Lunch Periods – All employees shall be entitled to an uninterrupted lunch period after the
32 employee has been on duty for four (4) hours. The length of the time for such period shall be
33 for a period of one-half (1/2) hour and shall be scheduled at or about the midpoint of the
34 employee's work day. If an employee agrees to work during his/her lunch, he/she shall
35 receive pay for all time worked during the normal lunch period.

- 1 6. Rest Periods – Each bargaining unit employee shall be provided a fifteen (15) minute rest
2 period for each four (4) consecutive hours worked. Rest periods are a part of the regular
3 workday and shall be compensated at the regular rate of pay for the employee.
- 4 7. Adjustment of Assigned Time – Any part-time employee in the bargaining unit who works an
5 average of thirty (30) minutes or more per day in excess of his/her regular assignment for a
6 period of twenty (20) consecutive working days or more shall have his/her regular
7 assignment adjusted upward permanently to reflect the longer hours effective the next pay
8 period.
- 9 8. Vacancies – All vacancies, to include promotional, shall be advertised in-house to the
10 employees in the bargaining unit, prior to advertising outside the District.
- 11 A. If there are two or more employees with equal skills, seniority shall be the determining
12 factor for the final selection.
- 13 B. A copy of each vacancy announcement shall be forwarded to the CSEA president.
- 14 9. Summer Hours – If summer hours are to be offered by the District, qualified unit members
15 shall be considered first, prior to advertising the position.
- 16 10. Inconsistent Duties –
- 17 A. An employee shall not refuse to perform duties legally assigned by competent
18 authority.
- 19 B. Classified employees shall not be required to perform duties which are not fixed and
20 prescribed for the position by the Board of Education in accordance with the
21 Education Code, unless the duties reasonably relate to those fixed for the position by
22 the board, for any period of time which exceeds five (5) working days within fifteen
23 (15) calendar day period except as authorized herein.
- 24 C. An employee may be required to perform duties inconsistent with those assigned to
25 the position by the Board of Education for a period of more than five working days
26 provided that his/her salary is adjusted upward for the entire period in which he/she
27 is required to work out of classification and in such amounts as will reasonably reflect
28 the duties required to be performed outside their normal assigned duties.
- 29 11. On Call- There is a need to maintain communication and emergency response capability
30 during non-duty hours. In order to fulfill that need, the Director of Maintenance and
31 Operations shall maintain a list of employees to be called during assigned periods of time to
32 respond to emergency calls and to evaluate and facilitate appropriate actions.
- 33 A. The designated on-call personnel shall be the first person contacted in event of an
34 after hours emergency. The on-call person can be contacted using a District radio or

1 a published cell phone number unless there is a need to call 911 first. The on-call
2 person will make further notifications and provide direction. If the on-call person
3 cannot be reached, the Maintenance and Operations Supervisor should be called
4 next, followed by the Director of Maintenance and Operations.

5 B. The on-call list will be filled by Maintenance Department personnel, first on a
6 voluntary basis. If not enough volunteers exist, all Maintenance Department
7 personnel with classification of Building Trades Technicians and above will be placed
8 on the list and the assignment of on-call rotated throughout the department

9 C. An assignment to the on-call list shall be for one week, commencing at the close of
10 business on Monday of the assigned week and continuing until the start of the
11 business day of the following Monday. The on-call employee must carry a District
12 radio and cell phone and be reachable during all on-call hours.

13 D. Employees serving on-call will be compensated at the appropriate rate of pay for one
14 hour for each day on call. (A full time employee serving on call for seven days would
15 be entitled to seven hours of pay at time and one-half.) An employee responding to a
16 call back to work, shall be compensated as described in section 12 of this article.

17 E. The Director of M&O must be notified immediately, by the on-call person, if there is
18 any change in their status for the week assigned i.e. a family emergency or other
19 issue which would prevent response as needed. A person who is not available for
20 response will not be compensated for stand-by services not provided.

21 F. Any non-maintenance employee who serves on the on-call list, does so at the
22 discretion of the Director of M&O. The Director shall evaluate eligibility of volunteers
23 for competency, availability, access to facilities and the ability to correct commonly
24 occurring issues (alarm activations, break-ins and board-ups, broken water lines,
25 etc).

26 G. Non-responsive volunteers may be removed from the list at the discretion of the
27 Director of M&O or his/her superior.

28 12. Call Back – Any employee called back to work shall be compensated for at least two (2)
29 hours at the appropriate rate, irrespective of the actual time worked. If the employee works
30 more than two hours, he/she shall be compensated for the actual time worked.

31 13. Overtime –

32 A. Overtime is authorized working time in excess of eight (8) hours in one (1) day or
33 forty (40) hours in one week.

- 1 B. For those employees whose assignment is less than eight (8) hours per day and/or
- 2 forty (40) hours in one (1) week, extended additional working hours may be
- 3 authorized in the same manner as specified above, however, compensation may be
- 4 at the regular rate up to eight (8) hours per day or forty (40) hours per week.
- 5 C. Except in an emergency, no employee shall be required to work overtime.
- 6 D. A regular employee who works authorized overtime shall be paid at a rate equal to
- 7 one and one-half (1½) times the regular rate of pay for the overtime worked.
- 8 E. Shift and special assignment differentials regularly received by the employee shall be
- 9 included in determining the regular rate of pay.
- 10 F. All hours worked on holidays designated by this Agreement shall be compensated at
- 11 two and one-half (2½) times the base hourly rate by warrant or compensatory time
- 12 off.

13 14. Compensatory Time Off –

- 14 A. The District shall have the option to grant compensatory time off in lieu of cash
- 15 compensation for overtime work.
- 16 B. Employee request for compensatory time off shall be considered.
- 17 C. Compensatory time off shall be granted at the appropriate rate (straight time or
- 18 overtime).
- 19 D. When compensatory time is authorized, such compensatory time off shall be granted
- 20 within twelve (12) calendar months of the month it was earned and without impairing
- 21 the services rendered by the District.
- 22 E. The use of compensatory time must be requested in advance and shall not be
- 23 unreasonably denied.

24 15. Overtime / Extra Assignment Distribution – Overtime shall be distributed to qualified

25 employees in the bargaining unit as equitably as possible on rotating basis per site,

26 except for District-wide work where overtime is required.

27 The District may offer part-time employees temporary extra hour assignments which

28 shall be offered to employees at the same job site, and within the same

29 classification, in an equitable manner and rotated among eligible employees, before

30 the assignment may be offered to an employee located at another job site in the

31 same classification. The total number of hours worked may not exceed eight (8)

32 hours per day, including the extra hour assignment.

- 33 1) Extra hour assignments shall not be used to avoid provisions VI6 and VII3.

- 1 2) For an employee to be qualified for an overtime assignment, the employee may
- 2 not call in sick for the week of the overtime assignment.
- 3 3) The employee shall notify the individual responsible for assigning overtime at the
- 4 start of the work week with their availability for overtime.
- 5 4) Employees who have obtained prior approval for a personal leave of absence or
- 6 jury duty a minimum of two weeks in advance, will still qualify for an overtime
- 7 assignment the week of their absence.
- 8 5) Employees who qualify for bereavement or military leave will still qualify for an
- 9 overtime assignment provided they complete the requirements in (3) above.

10 16. Reclassification – The procedures for reclassification shall be as discussed in the Personnel
11 Rules and Regulations. However, when an employee is reclassified to a different
12 classification in the same salary range or to a higher classification, an employee’s seniority
13 shall be applied as follows:

- 14 A. When an entire classification is reclassified and the previous classification is
- 15 abolished, an employee shall take all of his/her seniority to the new classification.
- 16 B. In all other circumstances, an employee shall take seniority from his/her current
- 17 classification to the new classification.
- 18 C. Wage / Classification studies shall be applied as follows:
 - 19 1) The effective date will be upon the approval of the Personnel Commission.
 - 20 2) All wage / classification studies shall not be unnecessarily delayed.

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ARTICLE VII
PROMOTIONS
(Revised 2018-2019)

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5 1. The District and CSEA mutually agree to a Career Ladder program which has as a primary
6 purpose of increased productivity, incentives for career advancement, mentoring, increased
7 job knowledge and high morale.
 - 8 A. This program affords employees the opportunity to not only perform their primary job
9 functions, but also to learn and perform career ladder functions as identified on each job
10 description.
 - 11 1) This program also provides for the use of employees in lower classes to gain job
12 knowledge and experience by working in temporary out-of-class assignments, as
13 needed to assist other departments in temporary duty assignments.
 - 14 2) Assignments are at the will and discretion of the Department Administrator or immediate
15 Supervisor in conjunction with the Assistant Superintendent of Personnel.
 - 16 3) Participants will be considered based on their previous job performance and ability to
17 perform the tasks specified within the job description.
 - 18 B. The positions are listed under Classified Salary Schedule C and W
 - 19 C. All future positions will become part of the Career Ladder program when a new position
20 is created or a vacancy occurs.
- 21 2. If it becomes necessary to fill a position, the vacancy announcement with the classification
22 job description will be flown within the district accompanied by a position description. The
23 description will include the specific duties and particular qualifications required.
- 24 3. In promotion opportunities current classified employees of the District who meet the
25 prescribed qualifications of the position and whose last report of performance met District
26 standards shall be tested in compliance with Personnel Commission Rules and Regulations
27 and placed on a promotional eligibility list. This list will be the first source of candidates to be
28 presented for selection and will be accessed in its entirety before the open hire list is used.
29 Subject to the conditions set forth in Personnel Commission Rules and Regulations, section
30 5203.
- 31 4. All classified interview panels shall have at least one classified employee as a panelist, to be
32 named by CSEA Chapter President or designee.

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ARTICLE VIII
HEALTH AND WELFARE BENEFITS
(Revised 2017-2018)

CURRENT EMPLOYEES

1. The District shall offer dental, vision and life insurance plans as listed in Appendix F of the CSEA / Temple City Unified School District Agreement.
2. The District agrees to provide income protection insurance, in addition to the annual contribution for health and welfare plans to all eligible unit members.
 - A. Beginning July 1, 2014 the District contribution to CSEA #823 for benefits will be \$9000 per FTE.
3. The District shall continue to provide the V.S.P. vision plan, mandatory life insurance and income protection to each unit member who works less than thirty (30) hours per week.
 - A. Any currently benefited employees working less than thirty (30) hours per week will retain benefits.
4. The District will continue to provide health and welfare benefits to employees who work thirty (30) hours per week or more.
5. CSEA will be covered by the District Health Care Program (Appendix E)
6. If the yearly premium is less than the total District contribution, unit members shall receive the difference between \$8166 and the cost of their benefits in ten (10) monthly payments.
 - A. The portion of the District contribution to benefits above \$8166 that is not used to fund individual employee benefits costs will be placed in a benefits pool.
 - B. All monies contributed to the benefits fund are to stay in the fund to offset future increases and reduce out of pocket expenses for unit members. No rebates or cash back payments are to be disbursed from the benefits pool.
 - C. CSEA leadership and the Chief Business Official will determine the disbursement of funds from the benefits pool to unit members with out of pocket expenses.
 - D. The benefits pool will be eliminated after the 2019-20 school year. The schedule for this action will be set as follows:
 - 2016-17 all cash-in-lieu pool contributions will be reduced by 33.33%
 - 2017-18 all cash-in-lieu pool contributions will be reduced by 33.33%
 - 2018-19 all cash-in-lieu pool contributions will be reduced by 33.33%

1 E. Affordable Care Act (ACA), unit members who take cash-in-lieu or waive benefits must
2 provide reasonable evidence that the employee and all members of the employee's expected
3 tax family (i.e. all including individuals for whom the employees reasonably expect to claim a
4 tax deduction) have or will have minimum essential coverage (other than individual coverage)
5 during the period covered by the opt-out arrangement.

6 7. Costs of premiums beyond the maximum contribution shall be deducted from the employee's
7 paycheck as a condition of receipt of the benefits.

8 8. CSEA and the District agree to meet and negotiate at the end of each school year to
9 determine future changes to the District's contribution based on the ability of CSEA members
10 to afford medical coverage.

11
12 RETIREES

13 9. Retirees with fifteen (15) years of service and full benefits and a minimum age of fifty (50) shall
14 be afforded the same District contribution toward health benefits as full time employees for a
15 period of five (5) years or until age 65 or whichever comes first.

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1 **ARTICLE IX**

2 **SAFETY**

3 *(Revised 2017 – 2018)*

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- 5 1. No member shall be in any way discriminated against as a result of reporting any condition
6 believed to be in violation of good safety practices.
- 7 2. The District agrees to furnish the appropriate equipment necessary for the unit member to
8 accomplish his/her duties safely.
- 9 3. It is agreed that it is the District's responsibility to provide a place of employment where unit
10 members may work under safe and hazard free conditions.
- 11 4. Unit members shall report to their immediate supervisor any alleged unsafe, hazardous, or
12 potentially dangerous working conditions or facilities, in a timely manner, once the unit
13 member has become aware of such conditions.
- 14 5. The district shall reimburse unit members for loss or damage to authorized personal
15 property, exclusive of transportation, when such loss or damage occurs during the course of
16 the unit member's performance of duties and responsibilities.
- 17 A. Equipment Shall Be Registered and Protected – All authorized property shall be
18 designated in advance by the unit member's supervisor as an item to be used in the
19 course and scope of his/her work. Each item shall be registered with the building
20 principal or program administrator. This listing shall include the name of the item,
21 brief description, when possible, the model and serial number, original purchase
22 price, date of purchase, and any other identifying data. The unit member shall
23 exercise all reasonable security procedures including personal surveillance to keep
24 the property protected and under appropriate locked conditions.
- 25 B. Claims Limitation – No claims may be made for replacement or repair of personal
26 property valued at less than ten (\$10) dollars. A maximum reimbursement of five
27 hundred dollars (\$500) may be paid on any item afforded protection under this
28 Article.
29 The District assumes no obligation for articles of sentimental value other than for
30 replacement or repair as herein described.
- 31 C. Articles of Clothing and Prostheses – Payment may be made for the costs of
32 replacing or repairing articles of clothing and/or prostheses necessarily worn by a
33 unit member, when any such property is stolen or damaged in the line of duty,
34 without fault of the unit member.

- 1 D. Repair or Replacement – Property damaged as a result of arson, accident, or
2 vandalism shall be repaired and returned to original condition or replaced at the
3 discretion of the District. Property, which is replaced, shall be compensated for at the
4 current replacement value less depreciation, depending upon age and condition or
5 the article.
- 6 E. Protection Not Afforded from Wear and Tear – The unit member’s property shall not
7 be afforded protection from wear and tear and obsolescence.
8 The unit member shall be responsible for the maintenance of all personal equipment
9 or other personal property used in the scope of the employee’s work.
- 10 F. Reimbursement from Other Sources – In the event a unit member is compensated
11 for replacing or repairing his/her property from any source other than District funds,
12 the District shall, to the extent of such payments, be relieved of its obligation to
13 compensate an employee for such damages to property.
- 14 G. Vehicle Use Stipend – Unit members who qualify for a vehicle use stipend will sign
15 an annual contract with the District. (Appendix F)
- 16 6. Workplace Attire – To be easily identifiable at all times while conducting work for the district,
17 unit members shall wear a district provided shirt representing their specific department,
18 campus, or classification.
- 19 A. Food Service workers shall instead be issued a district provided apron, as opposed to a
20 district shirt.
- 21 B. All other attire not addressed here shall meet health and safety regulations per the unit
22 member’s job classification.
- 23 C. Unit members required to wear a district provided shirt will be issued five (5) shirts.
24 a. Shirts will be available for replacement twice per year for normal wear and tear.
25 b. Shirts are not to be modified in any way
- 26 D. Unit members required to wear a district provided apron shall be issued two (2) apron.
27 a. Aprons will be available for replacement on a per need basis, as recommended
28 by the food service supervisor.
- 29 E. Effective July 1, 2018 Maintenance, Grounds, and Warehouse/Delivery workers, who
30 are required by their supervisor to wear specific work shoes, for safety reasons, shall be
31 reimbursed up to a maximum of \$150 annually towards the cost of these shoes.
32 Purchases must be made within the first month of the new fiscal year (July of each year).
33 A receipt which reflects the type of shoe matching the required specifications must be
34 submitted in order for the employee to be reimbursed.

ARTICLE X
LEAVE OF ABSENCE
(Revised 2015-16)

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5 1. Vacation Leave:

6 The district agrees to grant vacation days to unit members in accord with the following schedule:

7 Twelve Month Employees

8	• 1 - 4 years of service	=	12 days
9	• 5 - 9 years of service	=	16 days
10	• 10 – 14 years of service	=	18 days
11	• 15 – 19 years of service	=	20 days
12	• 20 years of service	=	22 days

- 13 A. Unit members who work less than 12 months shall accrue vacation days prorated in
14 accordance with the above schedule.
- 15 B. District and /or site department supervisors may develop a vacation calendar that
16 establishes time periods where vacations may be restricted due to District needs.
- 17 C. Once the site/department calendar has been established, vacation requests may be
18 submitted to the supervisor.
- 19 D. All requests submitted within the first two weeks of the vacation request period will be
20 reviewed and vacations approved based on seniority.
- 21 E. After the two week period, all vacation requests will be granted on a first come first served
22 basis.
- 23 F. Vacation requests shall not be unreasonably denied.

24 2. Vacation Buy-Out:

25 Any permanent employee is eligible to a buyout of vacation days, up to two weeks, of their regular
26 work hours. Such requests must be earned prior to the current school year and will be honored no
27 more than twice annually. (Example: Full-time (40 hours per week) employees would be eligible to
28 request 80 hours; Part time(15 hours per week) employees would be able to request 30 hours).

- 29 A. Requests for a buy out of vacation days must be made in writing to the Chief Business
30 Official.

31 3. Personal Illness and Injury Leave –

- 32 A. Sick leave is the authorized paid absence of an employee because of illness or injury
33 or exposure to contagious disease.

- 1 B. Full-time, eight (8) hours a day and five (5) days a week, classified employees are
2 entitled to one day of paid sick leave for each month of service, not to exceed twelve
3 (12) days a year.
4 Classified employees working less than eight (8) hours a day and/or five (5) days a
5 week are entitled to sick leave that shall be computed on a prorated basis.
6 Unused sick leave may be accumulated without limit.
- 7 C. At the beginning of each fiscal year, the employee shall be credited with the number
8 of days or hours of paid sick leave, which the employee would normally earn in the
9 ensuing fiscal year. Adjustment in the amount of sick leave will be made if a change
10 in assignment alters the amount of sick leave earned.
- 11 D. Sick leave may be taken at any time, provided that new employees with probationary
12 status may use only six (6) days of paid sick leave during their initial probationary
13 period.
- 14 E. Pay for any day of sick leave shall be the same rate that the employee would have
15 received if he/she had worked that day except as provided by the Education Code for
16 part-time personnel.
- 17 F. Every effort should be made to notify the District of his/her absence prior to the start
18 of his/her shift. However, in order to receive compensation while on sick leave, the
19 employee must notify the supervisor of his/her absence no later than 30 minutes
20 from the first scheduled working hour unless there is a legitimate reason why an
21 employee cannot call the employer.
22 (1) Unit members may not call in sick to their permanent assignment to accept a
23 substitute assignment within the district.
- 24 G. The Director of Personnel may request medical verification of illness absence. The
25 statement of a licensed physician should include the nature of the illness or injury
26 and the day on which the employee is able to return to work.
- 27 H. Authorized paid holidays occurring during the period in which an employee is on paid
28 sick leave shall not be counted as sick leave.
- 29 I. Sick leave is not earned for overtime or during any period of leave of absence
30 without pay. Student helpers, temporary (provisional), and emergency employees do
31 not earn sick leave.
- 32 J. An employee who is on sick leave may not continue to receive income from the
33 school district if he/she accepts other employment.

1 1) When an employee is on sick leave or a leave of absence without pay because
2 of illness and wishes to accept other employment; the employee must resign
3 from the classified service of the District.

4 2) Accepting other employment without notifying the school district is grounds for
5 dismissal.

6 K. On or about October 1 of each year, the District shall provide each unit member with a
7 written statement of accrued vacation and sick leave, including the current year's
8 entitlement.

9 4. Attendance Incentive Program

10 A. The District agrees to a no-fault attendance incentive program to improve productivity
11 and reward employees who are at work every day.

12 B. The program is not designed to encourage employees who are ill to be at work.

13 C. An employee with perfect attendance will be awarded the following incentive:

14 First Year	\$200.00
15 Second Consecutive Year	\$300.00
16 Third Consecutive Year	\$400.00

17 D. A year will be defined as the Temple City Unified School District Fiscal year.

18 E. Perfect attendance will be based on the employee's assigned year and hours.

19 F. An employee who works less than eight (8) hours a day will have the incentive pro-rated
20 by the percentage of hours assigned. (Example: a four (4) hour employee with perfect
21 attendance would receive 50% of the appropriate incentive)

22 G. Perfect attendance will be defined as no absences except those absences protected by
23 law (i.e. jury duty, workers' compensation, bereavement)

24 H. Incentives are considered income and, as such, subject to normal taxes.

25 I. Employees with less than three absences will receive non-monetary awards.

26 J. All awards will be presented on the opening day of the succeeding school year.

27 K. Honorees will be listed at each site.

28 L. Employees hired after December 1, 2004, will not be eligible for the Attendance
29 Incentive Program.

30 5. Entitlement to Other Sick Leave

31 A. Each employee shall, once a year, be credited with a total of 100 days of sick leave in
32 addition to sick leave provided in Section 2 of this article of the Personnel Commission
33 Rules and Regulations.

- 1 B. Each day of sick leave provided by this section shall be compensated at the rate of fifty
- 2 percent (50%) of the employee's regular salary.
- 3 C. The paid sick leave provided for under this section shall be in addition to any other paid
- 4 leave provided in these rules and regulations and shall be used after the exhaustion of
- 5 the leaves provided in Sections 6502 and 6506.
- 6 D. Benefits provided under this section may not be accumulated from year to year.
- 7 E. Entitlement to sick leave provisions under this section, shall be considered "entitlement
- 8 to other sick leave" for the purposes of computing benefits under the provision of the
- 9 Education Code if the absence is for industrial accident or illness and shall be used after
- 10 entitlement to all regular sick leave, accumulated compensating time, vacation, or other
- 11 available paid leave has been exhausted.
- 12 F. After exhaustion of all paid leave, a permanent employee may be placed on unpaid
- 13 leave upon request and with the approval of the Board of Education. When placed on
- 14 unpaid leave, the employee shall not again become eligible for paid leave until the
- 15 commencement of a new fiscal year in which he/she has rendered service.

16 6. Personal Necessity Leave – In accordance with the Education Code, accumulated sick leave
17 may be used by any unit member in any school year covered by this Agreement for any of the
18 following purposes:

- 19 A. Death or serious illness of a member of the immediate family when additional leave
- 20 required beyond the days provided for by bereavement leave.
- 21 B. Accident involving his/her person or property or to the person or property of the
- 22 immediate family.
- 23 C. Appearance in court as a litigant; or as a witness under official order. All compensation
- 24 to the unit member, other than mileage, shall be reimbursed to the District.
- 25 D. Imminent danger to the unit member's home, such as flood, fire, or earthquake, which
- 26 the unit member cannot reasonably be expected to disregard, and which requires the
- 27 attention of the unit member during his/her assigned hours of duty.
- 28 E. Observance of the unit member's recognized religious holiday.
- 29 F. "Members of the immediate family" as used in this Article for all purposes means a
- 30 relative of the unit member or any person living in his/her immediate household.

31 7. Leaves of Absence for Medical, Dental or Optometrist Appointments

- 32 A. Every effort should be made to schedule appointments outside of the normal working
- 33 schedule, if possible. However, with prior notice to the site or department supervisor,
- 34 every employee in the classified service shall be permitted to be absent during working

1 hours for routine medical, dental, and optometric examinations or treatment without
2 deduction of pay providing time is made up or deducted from previously earned
3 compensatory time or sick leave.

4 B. If the employee chooses to make up the time, the time should be made up by the end of
5 the month following the month in which the time was taken. The employee shall notify
6 his or her supervisor prior to taking leave of absence for such appointments.

7 C. Appointments for conditions of a chronic nature shall be deducted from earned sick
8 leave.

9 8. Personal Business Leave

10 A. A maximum of six (6) days of paid leave, charged to sick leave, shall be granted to each
11 unit member upon request for the purpose of attending to personal business which must
12 be conducted during the regular work day.

13 B. Such business shall not include recreation, political activities, Association business, or
14 any concerted activity.

15 C. The unit member shall, upon request, sign a statement that the personal business leave
16 is in accordance with the provisions of this section.

17 9. Staff Development

18 A. Classified employees constitute an integral part of the Temple City Unified School
19 District. It is the policy of the Governing Board to employ the best qualified persons and
20 to require high standards in the performance of their classified assignments. The
21 Governing Board therefore supports the concept of continuous, purposeful engagement
22 of classified employees in studies and activities that promote and extend the high
23 performance standards.

24 B. The district shall provide staff development opportunities during the school year for unit
25 members as needed to maintain the high standards of performance and to increase the
26 skills of unit members.

27 C. Staff development may take place whether during or outside the employee's regular
28 working hours.

29 10. Medical Leave / Transfer

30 A. Unit employees on medical leave from their current position, and who are capable and
31 qualified to perform the duties of a different position in the same or lower classification,
32 shall be considered for such positions when one is available (for either a temporary or a
33 permanent position).

34 B. If an employee accepts a lower paying position, they would be paid at that salary range.

- 1 C. An employee shall be selected for such a position, when available, over all other
2 applicants provided he/she is qualified for the position and/or may be expected to
3 acquire the necessary ability to perform the position after a reasonable program of in-
4 service training.
- 5 D. An employee selected for such position shall be paid at the salary range of the
6 classification in which he/she works, at the same salary step. The District shall provide
7 such in-service training to enable the employee to learn the duties of the position.
- 8 E. In the event of an unresisting dispute over whether an employee is medically able to
9 perform the duties of a position as discussed in this provision, the parties agree to use
10 an impartial medical opinion. Neither a district nor an employee physician shall be used.
- 11 F. This provision shall not affect any other return from leave provisions of the Article except
12 as indicated.

13 11. Industrial Accident and Industrial Illness Leave

- 14 A. Leaves resulting from an industrial accident or industrial illness shall be granted in
15 accordance with the provision of the Education code and this rule
- 16 B. A permanent or probationary employee in the classified service who is absent from duty
17 because of an illness or injury defined as an industrial accident or industrial illness under
18 provisions of the Worker's Compensation Insurance Law, shall be granted paid industrial
19 accident leave for each such accident or illness while receiving temporary disability
20 benefits from worker's compensation provided that:
- 21 1) The employee has probationary or permanent status.
- 22 2) The Superintendent or the Superintendent's designated representative has
23 determined that the illness or injury was directly related to the performance of the
24 person's duties.
- 25 C. CSEA and the District agree to procedures that will allow employees on workers
26 compensation to be assigned alternative duties.
- 27 D. Paid industrial accident leave shall be granted, as indicated in the employee's
28 assignment, from the first day of absence up to a maximum of sixty (60) days absence
29 resulting from each industrial illness or industrial injury.
- 30 E. Paid industrial accident leave shall be reduced by one day for each day of authorized
31 absence regardless of the temporary disability allowance made under worker's
32 compensation. Days absent while on paid industrial accident shall not be deducted from
33 the number of days of paid sick leave to which an employee may be entitled.

1 F. If the employee is still unable to return to duty after exhausting paid industrial accident
2 leave, the employee shall be placed on paid illness leave if he/she is eligible therefore,
3 accumulated illness leave will be reduced on in the amount necessary to provide a full
4 day's wages or salary as indicated in the employee's assignment, when added to
5 benefits received from worker's compensation.

6 G. After all paid illness leave has been exhausted following a paid industrial accident leave;
7 an employee may choose to receive pay from accrued vacation to the extent necessary
8 to make up the employee's regular salary when receiving temporary disability allowance
9 from the worker's compensation carrier.

10 After the expiration of all paid leave privileges, the appointing authority may place the
11 employee on an industrial accident leave without pay. The total time of all leave benefits
12 provided under this rule, including unpaid industrial accident leave, shall not exceed
13 thirty-six (36) months for any one industrial accident or industrial illness.

14 H. Upon return to service from any paid or unpaid leave resulting from an industrial
15 accident or industrial illness, employee shall be assigned to a position in the former class
16 ahead of an employee with a lesser amount of seniority. If no vacancy exists in the
17 former class, he/she may displace the recently appointed employee in the class with less
18 seniority. If an employee's former class has ceased to exist, the employee may be
19 reassigned or placed on a suitable reemployment list.

20 I. An employee returning from such paid or unpaid leave of absence shall not have any
21 loss or gain in status or benefits other than that which is specifically provided in
22 applicable provisions of the Education Code and Personnel Commission rules. An
23 employee shall continue to receive seniority credit for purposes while on such a paid or
24 unpaid leave of absence.

25 J. When all paid or unpaid leaves of absence have been exhausted following an industrial
26 accident or industrial illness, the employee's name shall be placed on the reemployment
27 list for the class from which he/she was on leave for a period not to exceed thirty-nine
28 (39) months.

29 K. An employee who fails to accept an appropriate assignment after being medically
30 approved therefore shall be removed from the reemployment list. Appropriate
31 assignment is defined as an assignment at the employee's former class, in the same
32 status and time basis, and in assignment areas in which the employee is eligible.
33 Employees removed from a reemployment list under this rule may appeal the removal to
34 the Personnel Commission.

1 L. While an employee is on any paid leave resulting from an industrial accident or industrial
2 illness, the employee's salary paid by the District shall not, when added to the normal
3 temporary disability allowance award, exceed the employee's regular salary. An
4 employee's regular salary is computed on the basis of the number of hours and days in
5 his/her Board approved daily assignment. An employee who received a shift or other
6 salary differential shall lose the advantage of the differential after ten (10) consecutive
7 days of paid industrial accident leave for any one accident or illness. During all paid
8 leaves resulting from an industrial accident or industrial illness, the employee shall
9 endorse the District all wage-loss benefit checks received under State Worker's
10 Compensation Insurance laws. The District shall issue to the employee appropriate
11 warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall
12 deduct normal retirement and other authorized contributions.
13 Final allowance for permanent industrial disability settlements shall not be subject for
14 remittance to the District under this rule.

15 M. During the period that an employee is on any paid leave resulting from an industrial
16 accident, or illness, the employee shall report by telephone on a weekly basis to the
17 supervisor, informing them of his/her condition. If the employee is unable to report
18 personally, he/she will make every effort to see that the supervisor receives word of the
19 employee's condition from a family member or from the attending physician.

20 12. Bereavement Leave

21 A. Every person (permanent, probationary, temporary or limited-term) employed in the
22 classified serviced of this District shall be granted necessary leave of absence, not to
23 exceed three (3) days, or five (5) days if travel beyond a three-hundred mile radius is
24 necessary in connection with the bereavement.

25 B. No deduction shall be made from the salary for such leave or leave granted by any
26 section of the Education Code or as may be provided by the Board of Education of the
27 District.

28 C. "Members of the immediate family," as used in this Article, means the mother, father,
29 grandmother, grandfather, or a grandchild of the employee or of the spouse of the
30 employee; and the spouse, son, daughter, son-in-law, daughter-in-law, brother, or sister,
31 brother-in-law, sister-in-law, aunt, or uncle of the employee, or any relative living in the
32 immediate household of the employee.

33 13. Jury Duty

34 A. Leaves of absence for jury service shall be granted to any classified employee who has

1 been officially summoned to jury duty in local, state, or federal court. In an effort to be
2 good citizens in our society, the District will allow unlimited days of jury duty service per
3 year. Jury duty pay will be at the employee's normal rate of pay, less any fees
4 provided by the courts. Mileage paid by the courts will not be deducted by the District.

5 B. An employee called for jury duty will be placed on the day shift for the duration of their
6 jury service.

7 C. Verification of time served will be requested by the District upon completion of jury duty
8 service.

9 14. Absence for Examination

10 Every employee in the classified service shall be permitted to be absent from duty during
11 working hours in order to take any examination for promotion in the District without
12 deduction of pay or other penalty, provided that the employee gives two days notice to
13 his/her immediate supervisor.

14 15. Military Leave

15 Military leave of absence shall be granted and compensated in accordance with the Military
16 and Veteran's Code and that of the Personnel Commission Rules and Regulations, Section
17 14.10.

18 16. Leave of Absence Without Pay

19 Leave of absence without pay may be granted to a permanent classified employee, upon
20 written request subject to the following restrictions:

21 A. Leave of absence without pay may be granted for any period not to exceed one year,
22 except that leave of absence for military service shall be granted as provided by the
23 Education Code and the Military and Veteran's Code. Leave of absence for service in
24 the Peace Corps may be granted for a period not to exceed twenty-four (24) months.

25 B. The granting of a leave of absence without pay gives to the employee the right to return
26 to his/her position at the expiration of the leave of absence, provided that the employee
27 is physically and legally capable of performing the duties. The position may be filled only
28 for the duration of the leave, and the employee so assigned must be reassigned upon
29 completion of the leave.

30 C. The Board of Education may, for a good cause, cancel any leave of absence by giving
31 the absent employee due notification. An employee may make written request to the
32 Board of Education to return to work prior to the expiration date of the leave. The Board
33 may approve or reject the request.

1 D. Failure to report for duty within five working days after a leave has been canceled or
2 expires shall be considered abandonment of the position and the employee may be
3 terminated by the Board of Education. The termination may be appealed to the
4 Personnel Commission in the same manner as any other dismissal for cause.

5 E. If the employee's classification has been abolished during the leave of absence, the
6 employee shall be laid off for lack of work and placed on the reemployment list for the
7 class effective on the date of termination of the leave. The employee may be returned to
8 a vacant position in a class at the same or a lower salary level for which he/she is
9 qualified.

10 17. Leave to serve in an exempt, temporary or limited-term position

11 Any permanent classified employee who accepts an assignment within the district to an
12 exempt, temporary or limited-term position shall, during such assignment be considered, for
13 status purposes, as serving in a regular position, and such assignment shall not be
14 considered separation from service.

15 18. Leaves for Pregnancy or Childbirth

16 A. Any permanent classified employee may be granted leave for pregnancy, miscarriage, or
17 childbirth and recovery there from.

18 B. Such leave will be administered as an illness absence unless otherwise requested by
19 the employee.

20 C. The employee shall provide the district with a letter from the physician indicating
21 anticipated date of the beginning of disability leave due to pregnancy. The employee
22 shall also provide the District with a letter from the physician indicating the date when
23 disability terminates and the employee is able to return to work.

24 D. The District may grant unpaid leave for childbearing, after the employee has been
25 released by the physician. Such leave would be subject to approval by the Board of
26 Education.

27 19. Family Care and Medical Leave

28 A. The parties agree that eligible employees shall be entitled to leave pursuant to the
29 Family and Medical Leave Act. Eligible employees shall be entitled to twelve (12) work
30 weeks of leave for qualifying reasons in any fiscal year (see below). If the leave is to
31 care for an injured, covered military service member, eligible employees shall be entitled
32 to twenty-six (26) work weeks of leave for each illness of injury within 12 months of the
33 first date of leave for this reason. Where conflict exists between federal law, state law,
34 and the provisions of the collective bargaining agreement, the greater benefit prevails.

- 1 B. Pursuant to the FMLA, any employee who has been employed by the District for at least
2 twelve (12) months (which need not be consecutive) and has worked at least 1,240
3 hours during the twelve (12) months immediately prior to commencing the leave shall be
4 eligible for family and medical leave. For purposes of the provision the term “family care
5 and medical leave” means:
- 6 1) Leave for reason of the birth of a child of the employee, the placement of a child with
7 an employee in connection with the adoption of the child or foster care of the child by
8 the employee, which leave must conclude within twelve (12) months of the birth of
9 the child or placement for adoption or foster care.
 - 10 2) leave to care for a parent, spouse, or child who has a serious health condition; or
 - 11 3) Leave because of serious health condition that makes the employee unable to
12 perform the essential functions of the employee’s position, except leave taken for
13 disability on account of pregnancy, childbirth, or related medical conditions shall be
14 considered FMLA leave.
 - 15 4) Leave to care for a military service member who is the spouse, child, parent or “next
16 of kin” (as defined by law) of the employee who has a serious illness or injury
17 sustained in the line of duty on active duty.
 - 18 5) Qualifying exigency (event) arising out of the fact that a spouse, child or parent of the
19 employee is a covered military member on covered active duty or has been notified
20 of an impending call or order to covered active military duty.
- 21 C. During an unpaid family care leave, an employee shall retain employee status with the
22 District; such leave shall not constitute a break in service. An employee returning from
23 an unpaid family care leave shall have no less seniority than when the leave
24 commenced.
- 25 D. If an employee’s need for an unpaid family care is foreseeable (including for the birth of
26 a child or placement of a child for foster care or adoption), this employee shall provide
27 the District with thirty (30) calendar days’ advance notice of the need for such leave. If
28 the employee’s need for such leave is foreseeable due to a planned medical treatment
29 or supervision, the employee shall make a reasonable effort to schedule the treatment or
30 supervision to avoid disruption to the operations of the District. Where the need for leave
31 is not foreseeable, the employee shall provide reasonable notice.
- 32 E. The District requires that an employee’s request for an unpaid family care leave for the
33 purpose of caring for a child, spouse or parent who has a serious health condition or for
34 the employee’s own serious health condition be supported by a written certification

1 issued by the health care provider of the individual family member requiring care. This
2 written certification must include the date on which the serious health condition
3 commenced and the probable duration of the condition.

4 F. For a leave based upon caring for a child, spouse or parent who has a serious health
5 condition the written certificate must have an estimate of the amount of time the health
6 care provider believes the employee needs to care for the individual requiring care and a
7 statement that the serious health condition warrants the participation of a family member
8 to provide care during a period of the treatment or supervision of the individual requiring
9 care. For a leave based on the employee's own serious health condition, the written
10 certification must include a statement that the employee is unable to perform the
11 essential functions of his/her position.

12 1) If additional leave is required upon the expiration of the time estimated by the health
13 care provider, the employee must request such additional leave again supported by a
14 written certification consistent with the requirements for an initial certification.

15 G. In any case in which the district has reason to doubt the validity of the certification
16 provided pursuant to this section, the District may require, at the District's expense, that
17 the employee, or as appropriated, the employee's spouse, child or parent, obtain the
18 opinion of another health care provider, designated or approved jointly by the district and
19 the employee. The opinion of the mutually agreed upon health care provider shall be
20 considered to be final and shall be binding on the District and the employee.

21 H. As a condition of an employee's return from leave taken because of the employee's own
22 serious health condition, the employee shall obtain certification from his/her health care
23 provider that the employee is able to resume work.

24 I. For purposes of this provision and consistent with current law,

25 1) Where the leave is to care for an ill child or the birth or placement of a child for
26 adoption or foster care, the term "child" means biological, adopted, or foster child, a
27 step-child, a legal ward, or a child of an employee standing in place of a parent who
28 is either under eighteen years of age or an adult dependent child as defined by the
29 FMLA.

30 2) Where the leave is to care for a service member injured in the line of duty on active
31 military duty, or a qualifying exigency arising from a call to covered active duty, a
32 "child" is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a
33 person standing in place of a parent, regardless of the age of the child.

34

- 1 J. For purposes of this provision and consistent with current law, the term “parent” means
2 biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person
3 who stood in loco parentis to the employee when the employee was a child.
- 4 K. For purposes of this provision and consistent with current law, the term “serious health
5 condition” means an illness, injury, impairment, or physical or mental condition which
6 involves either of the following:
7 1) Inpatient care in a hospital, hospice, or residential health care facility; or
8 2) The employee (of family member) is incapacitated for at least three (3) consecutive
9 calendar days and the condition requires continuing treatment (two or more times) by
10 a health care provider or treatment on at least one occasion that leads to a regimen
11 of continuing treatment under the supervision of the provider.
- 12 L. For purposes of this Article and consistent with the current law, the term “health care
13 provider” means physician/surgeon who directly treats or supervises the treatment of the
14 serious health condition, or any other individual duly licensed to practice medicine in
15 another state or jurisdiction or any other person determined by the Secretary of Labor to
16 be capable of providing health care services. This definition also includes podiatrists,
17 dentists, clinical psychologists, optometrists, chiropractors (limited to treatment
18 consisting of manual manipulation of the spine to correct subluxation as demonstrated
19 by X-ray to exist), nurse practitioners, nurse midwives, and Christian Science
20 Practitioners.
- 21 M. Use of Paid Leave: During a family and medical leave, the employee must notify the
22 District of his/her intent to use any available sick leave, extended illness leave, vacation
23 leave, other accrued time off, or any other available paid leave. Such paid leave may
24 only be used for reasons specified and under the terms and conditions of this
25 Agreement, unless otherwise agreed to by the District and employee.
- 26 N. An employee taking unpaid Family Care Leave pursuant to this Article shall continue to
27 be entitled to participate in medical, dental, and vision insurance plans for the duration of
28 such leave at the level under the conditions coverage would have been provided, if the
29 employee had continued in employment continually for the duration of such leave.
- 30 O. Family and medical leave may be taken by an employee intermittently or on a reduced
31 leave schedule under the following terms and conditions:
32 1) Leave may be taken intermittently or on a reduced leave schedule when medically
33 Necessary either for the employee’s health condition or that of a specified family
34 member, or for “qualifying exigency” leave.

1 2) The taking of leave intermittently or on a reduced leave schedule pursuant to this
2 paragraph shall not result in a reduction in the total amount of leave to which the
3 employee is entitled beyond the amount of leave actually taken.

4 P. If an employee requests intermittent leave, or leave on a reduced leave schedule, that is
5 foreseeable, based on planned medical treatment, the District may require such
6 employee to transfer temporarily to an available alternative position offered by the
7 District for which the employee is qualified and that the position

- 8 1) has equivalent pay and benefits and
- 9 2) better accommodated recurring periods of leave than the regular employment
10 position of the employee.

11 Q. For purposes of this section, only, any employee returning from an unpaid family care
12 leave shall be assigned to the same or comparable position.

- 13 1) For purposes of this section and consistent with current law, the term “same or
14 comparable position” means a position that has the same or similar duties and pay
15 which can be performed at the same or similar geographic location as the position
16 held prior to leave.

17 R. For purposes of this article a year will be defined as the fiscal year of the District (July 1
18 to June 30, inclusive)

19 S. If for any reason coverage under any health and welfare plan lapses the employee will be
20 re-enrolled in all plans without medical exam/qualifying or waiting for open enrollment
21 periods.

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ARTICLE XI
CATASTROPHIC LEAVE BANK

(New article as of 2010)

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4
5 1. Authorization

6 Section 44043.5 of the California Education Code authorizes the governing boards of
7 school districts to establish a catastrophic leave program to permit employees of that
8 district to donate eligible leave credits, as defined to an employee when that employee
9 or member of his or her family suffers from a catastrophic illness or injury, as defined, if
10 prescribed conditions are met. The Catastrophic Leave Bank shall be administered by
11 the Catastrophic Leave Committee (CL Committee).

12 2. Definitions

13 A. A catastrophic illness or injury is defined as an illness or injury that is expected to
14 incapacitate the employee or a member of the employee's family for an extended
15 period of time, requires the employee to take time off from work for an extended
16 period of time, and taking the extended time off work creates a financial hardship for
17 the employee because he/she has exhausted all of his/ her sick leave and other paid
18 time off. For the purposes of this article, member of the employee's family is limited
19 to spouse, children and parents.

20 B. Maternity and/or child-care leaves are not considered catastrophic unless they fall
21 into the above category.

22 C. Eligible leave credits are defined as sick leave or vacation leave accrued to the
23 donating employee.

24 D. Duty days are defined as an employee's permanent regular assignment. This does
25 not include any temporary or hourly work that is being done over the regular
26 assignment.

27 E. The terms donation, deposit, and contribution are interchangeable for the purposes
28 of the Catastrophic Leave procedure.

29 3. Donations to the Bank

30 Eligible sick leave and/or vacation hours may be donated to the Catastrophic Leave
31 Bank within the conditions and restrictions outlined below:

32 A. Participation in the Catastrophic Leave Bank is voluntary.

33 B. Any permanent classified employee on active duty status shall be eligible to
34 participate with a deposit of two regular workdays. (Example: 3 hour employees will

1 contribute two work days of 3 hours (6 hours, 8 hour employees will contribute one
2 work day of 8 hours.)

3 C. Employees who elect not to join the Catastrophic Leave Bank upon first becoming
4 eligible have a waiting period of forty-five (45) duty days after joining the Bank
5 (making a deposit) before becoming eligible to withdraw from the Bank.

6 D. Additional contributions may be made at any time during the school fiscal year.
7 Donators shall give written notice to the Personnel Office for the donator's Personnel
8 File, of his/her intent to contribute days to the Bank. The Personnel Office will
9 provide the Business Office with a copy of the written notice. The notice shall state
10 clearly the number of hours to be donated. The date of the notice shall become the
11 effective transfer date.

12 E. Under no circumstances may a donator contribute sick leave days to the bank if in so
13 doing the donator's own number of sick days falls below ten (10) at the time of
14 donation.* Vacation day contributions are at the discretion of the donator.

15 F. A deposit to the Bank shall be a general donation and shall not be donated to a
16 specific individual for his/her exclusive use.

17 G. All donations of eligible leave credits to the Bank are irrevocable and the donor
18 waives any right to leave credits he/she may have donated except as stated in this
19 Article.

20 H. The Bank may accumulate hours from year to year.

21 4. Withdrawals from the Bank

22 A. A Catastrophic Leave Bank participant who is, or whose family member is, suffering
23 from a catastrophic illness or injury as defined herein, and whose sick leave and
24 other paid leave will be exhausted by the time of the actual withdrawal, may request
25 to withdraw leave credits from the Bank.

26 B. The withdrawal request must be in writing to the chairperson of the CL Committee,
27 with a copy to the Personnel Office, and include the following detail:

28 1) Written verification of the catastrophic illness or injury by a medical doctor.

29 2) The specific number of days being requested.

30 3) The Business Office shall verify that the individual requesting the withdrawal has
31 exhausted all sick leave and other paid time off (or the date when this will occur).

32 4) The Chairperson shall convene the CL Committee to consider the request of the
33 classified employee(s) as soon as possible.

- 1 5) Withdrawals from the Bank may be granted by the CL Committee in units of no more
2 than ten (10) duty days. Participants may request extensions or additional grants as
3 their prior grants expire. The maximum withdrawal of leave credits for any individual
4 in a given fiscal year shall not exceed thirty (30) duty days, and cannot extend
5 beyond the employee's normal work year. The requestor's situation shall be held
6 confidential by the CL Committee and the District.
- 7 6) Requestors who have exhausted sick leave, but who still have 100 days of ½ pay,
8 are eligible for a withdrawal from the Bank. The District shall pay the requestor (upon
9 approval of the CL Committee) full pay, and the Bank shall be charged one-half (1/2)
10 a duty day while the requestor is debited a day of authorized ½ pay.
- 11 7) Any days approved by the CL Committee that are unused by the employee shall be
12 returned to the Bank upon the employee's return to work after an illness or injury.
- 13 8) Days shall be donated and withdrawn from the Bank without regard to the daily rate
14 of pay of any participant. Requestors using days from the Bank shall receive pay for
15 that day at the same rate he/she would have received had the requestor worked that
16 day.

17 5. Catastrophic Leave Committee

- 18 A. The Catastrophic Leave Committee shall consist of three (3) members, two (2)
19 appointed by the President of the Association (CSEA #823), and one (1) appointed
20 by the Superintendent.
- 21 B. The CL Committee shall have the responsibility for approving or denying the
22 requests in total or any portion thereof, and communicating its decision, in writing, to
23 the requestor and the Business Office within ten (10) days of the CL Committee's
24 receipt of the request.
- 25 C. The Committee, in reviewing requests, shall consider the number of days requested
26 the number of individuals requesting withdrawals, and the status of the credits in the
27 bank.
- 28 D. All decisions of the CL Committee are final and shall not be subject to appeal.
29 However, an employee who has had a request to withdraw leave credits from the
30 Bank denied may amend and resubmit the request one time.
- 31 E. All records and information obtained by the CL Committee that relate to an individual
32 employee's health, finance, family, or employment status shall be confidential and
33 may not be discussed or divulged by a Committee member outside of formal
34 meetings.

- 1 F. If the Bank falls below 500 hours, a notice will be sent out stating that the
2 Catastrophic Leave Bank does not have sufficient credits to meet projected
3 withdrawal requests. Those interested in contributing credits may do so as soon as
4 possible, up to the stated limits.
- 5 G. If the Bank does not have sufficient credits to meet a withdrawal request, the CL
6 Committee is under no obligation to provide credits or leave days and the District is
7 under no obligation to pay the requestor any funds whatsoever.
- 8 H. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in
9 the Bank, if any, shall be returned to the then current (that fiscal year) donors to the
10 Bank in a proportionate manner. Any such redistribution shall be not less than one-
11 hour units, and each donor's rebate shall be limited to his/her total donations to the
12 bank.

13 6. District Responsibilities

- 14 A. The District shall have the responsibility of receiving withdrawal requests and
15 verifying the status of the requestors' sick leave and other paid leave, and
16 communicating that information to the CL Committee.
- 17 B. In September, the District will send a notification to all CSEA #823 members of the
18 opportunity to join the Catastrophic Leave Bank. This Intention to donate/contribute
19 credits to the Catastrophic Leave Bank will include the number of days to be
20 donated, a date, and the donator's signature. Upon receipt, the District shall
21 effectuate the transfer of credit from the donator to the Bank. The District shall send
22 written confirmation to the donator and the CL Committee that the transfer has taken
23 place. The confirmation shall include the number of leave days remaining to the
24 donator.
- 25 C. The District shall return the notice of donation, without making the transfer of credits,
26 if any of the required information is omitted or if the number of credits to be donated
27 causes the donator's remaining total sick days to fall below ten (10) days.
- 28 D. Upon receipt of a written request to withdraw credits from the Bank, the District shall
29 provide an accounting to the CL Committee:
- 30 1) the sick leave days and any other paid time off the requestor may be entitled to
31 as of the date of the request;
- 32 2) a current accounting of the balance of credits in the Bank.
- 33 E. Upon receipt of written instructions from the CL Committee, the District shall debit
34 the bank and credit the requestor with additional days of sick leave.

ARTICLE XII
HOLIDAYS

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1. Unit members will be allowed the following holidays with pay:
 - Independence Day
 - Labor Day
 - Veteran’s Day
 - Thanksgiving Day and the Friday following Thanksgiving
 - Last working day before Christmas Day
 - Christmas Day
 - New Year’s Day
 - Martin Luther King Day
 - Lincoln Day
 - Washington Day
 - Memorial Day
2. The exclusive representative shall designate two additional classified holidays during each school year in lieu of Admission Day and other holidays formerly granted, provided that the days designated do not fall on days when school is in session.
3. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday listed falls on Saturday, the proceeding Friday shall be deemed to be the holiday in lieu of the day observed.
4. Unit members who are permanent employees will be granted one (1) floating holiday per year to be mutually agreed upon between the supervisor and the unit member prior to the day of the floating holiday. If the unit member and the supervisor cannot mutually agree, the unit member may appeal to the Director of Personnel for a resolution.

ARTICLE XIII
LAYOFF AND REEMPLOYMENT

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1. In the event the District finds it necessary, during the term of this Agreement, to lay off a unit member or members for lack of work or lack of funds, the District will notify the Association President three (3) days before the employee has been given written notice of intended layoff. Upon request of the Association, the District will meet and negotiate the effects of a layoff.
2. All employees must be given sixty (60) calendar days written notice of any intended or actual layoff, and/or any reduction in hours, or demotion in lieu of layoff.
3. "Seniority" will be defined as the employee's hire day within a classification.
4. "Layoff" shall be defined to mean an elimination of an employee's position, or a deduction in hours, or a demotion in lieu of layoff.

ARTICLE XIV
PROGRESSIVE DISCIPLINE
(Revised 2017 – 2018)

1. Definition: Discipline, as used in this article includes, but is not limited to, dismissal, demotion, suspension, or any reassignment, without the employee’s voluntary consent, except a layoff for lack of work or lack of funds (Ed. Code 45308).
2. Permanent Employees – Bargaining unit employees with permanent status shall be subject to discipline only for just cause, pursuant to this article.
3. Progressive Discipline – Procedures of Progressive discipline are essential and shall be applied to the employee to assist the employee and thus give him/her the opportunity to improve and correct any negative behavior, unacceptable work habits or any violation of rules and regulations prior to disciplinary action. Progressive discipline may not be followed in cases of gross misconduct. Gross misconduct would include dishonesty or theft affecting the District, gross negligence, use or possession on duty of alcohol or illegal drugs, or conviction of a crime involving moral turpitude.
4. Causes for Disciplinary Action – The following causes shall be grounds for disciplinary action. The following shall include but not be limited to:
 - A. Incompetence or inefficiencies in the performance of assigned duties.
 - B. Insubordination, a refusal to obey a legal or reasonable order of a supervisor.
 - C. Dishonesty or theft affecting the District.
 - D. Unauthorized use of District supplies, materials, facilities or other property.
 - E. Use or possession on duty of illegal drugs as defined by law, or use of alcohol or any sex or narcotics offense requiring mandatory suspension as specified by the Education Code.
 - F. Conviction of a crime involving moral turpitude.
 - G. Knowingly failing to disclose material facts regarding criminal convictions and any other false or misleading information on application forms and employment records concerning material matters.
 - H. Repeated and unexcused tardiness in reporting to work at the assigned time.
 - I. Unexcused absence, abuse of sick leave or absences without notification.
 - J. Abandonment of position, absence of five (5) consecutive working days without permission and failure to notify the District of a valid or acceptable reason for absence.
 - K. Failure to maintain a license that is required for the job.

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- L. Sexual or racial harassment and/or discrimination against a subordinate or a fellow employee.
- M. Sleeping during assigned work hours.
- N. Offensive or abusive conduct or language toward other employees, students, or the public.
- O. Political activities engaged in by an employee during his/her assigned hours of employment.
- P. Advocacy of overthrow of the Government of the United States or the State of California, by force, violence, or other unlawful means.
- Q. Persistent violation of the Education Code or rules, regulation, or procedures applicable to the employee.

5. Right to Representation – Permanent employees always retain the right to CSEA representation at any level of Progressive Discipline, as well as other discipline procedures.

6. Progressive Discipline Procedures – Except in those situations where an immediate suspension is justified under provision of this agreement, a permanent employee whose work or conduct is of such character as to incur discipline, the following steps will be followed:

- A. Verbal Warning
- B. Written warning
- C. Written reprimand notice of unsatisfactory service, placed in the employee's personnel file with a statement that next violation may result in suspension, demotion or dismissal.
- D. Suspension without pay or demotion
- E. Dismissal

7. Discussion of Steps:

- A. Verbal Warnings will not be given to the employee unless he/she had previously been made aware of the performance standards. Verbal warning shall not be documented in the employee's personnel file.
- B. Written Warnings will not be given to employees unless they have first been given a verbal warning about their alleged misconduct within the last twelve (12) months. The immediate supervisor will meet with the employee and mutually develop a written Performance Improvement Plan which shall set specific goals of performance and specific time periods for the improvement, including a statement by the supervisor on how the supervisor will assist the employee in attaining the performance.

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- C. Written Reprimands will not be given to the employee unless they have first been given a written warning about their alleged misconduct within the last twelve (12) months and had not adhered to the Performance Improvement Plan.
 - 1) The employee shall be advised by the administrator/supervisor calling the meeting of the right to be represented by the association (CSEA) in any meeting relating to potential written reprimand.
 - 2) Each employee who has been given a written reprimand shall acknowledge receipt of the original by signing a copy; however, this does not acknowledge any admission of guilt.
 - 3) A copy of the written reprimand will be placed in the employee's personnel file and he/she will be given his/her right to attach a statement in accordance with Education Code 44031.

- D. Suspension Without Pay will not be assessed against an employee unless he/she has first been given a written reprimand for his/her alleged misconduct, and a copy of that written reprimand was placed in his/her personnel file.
 - 1) The employee shall be advised by the administrator/supervisor calling the meeting of the right to be represented by the association (CSEA) of any meeting relating to potential suspension without pay.
 - 2) No suspension without pay, or dismissals, will be assessed against an employee without a written notice from the District of his/her alleged offense, and disclosure by the District of all of its evidence to support its charges. Such written notice of the disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause of the action taken and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice.
 - 3) A notice of disciplinary action stating one or more causes or grounds for disciplinary action established by any rule, regulation, or statute in the language of the rule, regulation, or statute, is insufficient for any purpose.
 - 4) A proceeding may be brought by, or on behalf of, the employee to restrain any further proceedings under any notice of disciplinary action in violation of this provision.
 - 5) No disciplinary suspension without pay shall exceed ten (10) working days.

1 6) An employee subject to disciplinary action shall be given, in person or by U.S.
2 Certified mail, a notice of disciplinary action. Such notice shall state the employee's
3 right to respond to the charges.

4 E. Dismissal – violations of gross misconduct may result in immediate dismissal.

5 8. In the event the District does not comply with the requirements of the Progressive Discipline
6 provisions of this Article, the District may not implement or take any discipline action against
7 an employee. If, however, the District proposes discipline against an employee involving
8 gross misconduct, the District shall not be required to follow the provisions of this Article.

9 9. Relationship of the Article to the Right of Appeal

10 A. Because verbal warnings or written warnings are not documented in the employee's
11 personnel file they shall not be subject to the appeal procedure.

12 B. Written reprimands and disciplinary suspension without pay or dismissals are subject to
13 the appeal process in accordance with Rule 6802 and 6803 of the Personnel
14 Commission Rules and regulations.

15 D. Employees shall be notified in writing of his/her right to appeal the decision.

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ARTICLE XV
GRIEVANCE PROCEDURES

1. A grievance is an allegation by a unit member or CSEA that there has been a violation, misinterpretation, misapplication, or non-application of a provision of the Agreement and/or Rules and Regulations of the Personnel Commission.
 - A. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
 - B. This is not intended to prohibit disclosure to the membership of a grievance and/or its resolution.
2. The time limits specified at each level should be considered maximums and may be extended by mutual agreement.
3. Unit members shall be entitled to be represented at any level of these procedures by a representative of CSEA and every attempt shall be made to process the grievance during the working day.
4. "Working day", as used in the Article only, shall be defined as days when unit members are expected to be on duty.
5. A "grievant" shall be defined as an employee or CSEA.
6. **INFORMAL LEVEL**
 - A. Within thirty (30) days after the act giving rise to the grievance first occurred, or with exercise of reasonable diligence, the grievant could have become aware of the alleged violation, the aggrieved unit member may present the grievance directly to the immediate supervisor.
 - B. The grievance may be submitted orally.
 - C. If the grievance is not satisfactorily adjusted within ten (10) working days, the grievance shall proceed to Level I.
7. **LEVEL I**
 - A. In the event the grievant wishes to initiate a formal grievance, the grievant shall submit to the immediate supervisor a written statement on a form provided by the district, which shall describe the alleged violation, misinterpretation, misapplication, or non-application; specific Article and Section violated; and remedy sought.

- 1 B. The written statement shall be submitted within twenty (20) working days after the
2 Informal Level.
- 3 C. The immediate supervisor shall respond in writing to the grievant within ten (10) working
4 days.
- 5 8. LEVEL II
- 6 A. In the event the grievant is not satisfied with the response from the immediate
7 supervisor, or if no response is received within ten (10) working days, the grievant may
8 appeal to the Director of Classified Personnel, within ten (10) working days after receipt
9 of the Level I response, or its due date.
- 10 B. The grievant may appeal in writing to the Director of Classified Personnel.
- 11 C. The Director of Classified Personnel shall respond to the grievant in writing within ten
12 (10) working days after receiving the appeal.
- 13 9. LEVEL III
- 14 A. If the grievant is not satisfied with the response from the Director of Classified
15 Personnel, or if no response is received within ten (10) working days, the grievant may
16 appeal to the Superintendent, or designee, within ten (10) working days after receipt of
17 the Level II response or its due date.
- 18 10. LEVEL IV
- 19 A. If a grievance is not settled pursuant to the procedures set forth in this Article, the
20 grievant may:
- 21 1). Submit a request in writing to the Superintendent for arbitration of the dispute.
22 2.) Upon Mutual agreement of CSEA and the District, waive the right to arbitration and
23 appeal directly to the Board of Education.
- 24 B. If arbitration is requested by the grievant or CSEA, and upon receipt of the written
25 request, either CSEA or the Superintendent shall ask the American Arbitration
26 Association to supply a panel of five (5) names.
- 27 1) Within ten (10) working days of receipt of the panel of five (5) names, the
28 Superintendent and CSEA shall rank the names in order of preference and to select
29 an arbitrator.
- 30 2) If an arbitrator is not requested, the Superintendent shall refer the matter to the
31 Board of Education.
- 32 3) The fees and expenses of the arbitrator and a court reporter, if required by the
33 arbitrator, shall be shared equally.
- 34 4) Any additional expenses shall be born by the party incurring such expense.

- 1 11. Any employee who pays a charitable contribution in lieu of a service fee to CSEA and
2 requests arbitration shall pay the reasonable cost of the arbitration.
- 3 12. The rules of the American Arbitration Association shall govern the arbitration with the
4 exception stated within this provision.
- 5 A. The arbitrator shall have no authority to add to, delete, or alter any provisions of this
6 Agreement, but shall limit his/her decision to the application and interpretation of the
7 Agreement.
- 8 B. The arbitrator shall conduct a hearing and submit his/her findings and recommendation,
9 including findings and recommendations concerning arbitrability if applicable, in writing
10 to the Board of Education, the grievant and CSEA.
- 11 C. The award of the arbitrator shall be binding on the grievant, the Association, and the
12 District.
- 13 D, If CSEA waives the right to arbitration and appeals directly to the Board of Education,
14 the following procedures shall occur:
- 15 1) The Board shall review the written records of findings, recommendation, and
16 decisions from all previous levels and render a decision on the grievance.
- 17 2) The decision shall be rendered no later than the second regularly scheduled meeting
18 after the filing of the recommendation
- 19 3) The decision of the Board shall be binding except that no rights of the grievant to
20 further legal action shall be abrogated.

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ARTICLE XVI
ORGANIZATIONAL SECURITY

1. It is the mutual intention of the parties that the provisions of the Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
2. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
3. No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit.
4. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment.
 - A. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to either a nonreligious, non-labor organization, or any other legally recognized charitable organization exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
 - B. Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA Headquarters in San Jose with copies of receipts from the charity selected, as proof that such payments have been made or shall authorize payroll deduction of such payments.
 - C. Approval for religious exceptions will be granted through the CSEA Legal Department in San Jose. The request shall be in writing to the Legal department and from that point forward, the Legal Department will handle the request.
5. Dues and Service Fee Deductions – CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.
 - A. The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of

1 all employees who are members of the bargaining unit and who have submitted payroll
2 deduction authorization forms to the district.

3 B. Such authorizations shall remain in effect until expressly revoked in writing by the
4 employee.

5 C. The employer shall, without charge, pay to CSEA within fifteen (15) days of the
6 deduction all sums so deducted, except that the employer shall pay to the designated
7 charity sums deducted in lieu of service fees from the wages of employees who qualify
8 for the religious exemption pursuant to this agreement.

9 D. Along with each monthly payment to CSEA, the employer shall, without charge, furnish
10 CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by
11 name, social security number, months per year in paid status and annual salary, and
12 indicating the amount deducted, is any, and whether such deduction is for dues, service
13 fees or charitable contributions.

14 E. Nothing contained herein shall prohibit an employee from paying service fees directly to
15 CSEA.

16 F. The employer shall immediately notify the CSEA chapter treasurer if any member of the
17 bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction
18 authorization.

19 G. The employer shall deduct and pay to CSEA service fees for each bargaining unit
20 employee who is not a CSEA member in good standing and who is obligated to pay
21 such fees, pursuant to the agreement, unless CSEA notifies the employer that the
22 employee is paying such fees directly to CSEA.

23 H. A payroll deduction authorization form shall not be required for such deductions.
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ARTICLE XVII
MANAGEMENT RIGHTS

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1. All management rights and powers which the Board had prior to entering into this Agreement to direct and control the District are unqualified except as specifically limited, delegated, granted, or modified by an express provision of this agreement.
 - A. Such rights and powers include, but are not limited to, the sole right to manage the District and direct the work of its employees to determine the method, means and services provided; to determine reasonable staffing patterns and the number of kinds of personnel required; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to sub-contract work or operations in accordance with the law; to maintain order and efficiency; to hire, assign, evaluate, promote, discipline, discharge for cause, lay off for lack of work and/or funds, and transfer employees.
2. The district retains the right to make emergency changes in policies and practices set forth in this Agreement in the event of a natural disaster, such as an earthquake, fire or flood, should befall a school or schools, but only to the extent and for the period necessitated by such natural disaster.
3. Notwithstanding any other provision of this Article, the parties agree that this Article is not intended as a general or specific waiver of any right of Association, nor shall it be applied to reduce or restrict, in any way, and right or privilege of the Association or unit members which are derived from other provisions of this Agreement or from the law.

ARTICLE XVIII
SEVERABILITY

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1. Saving Clause – If during the life of this agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of the Agreement, such provision shall be immediately suspended and be of no effect herein so long as such law, rule, regulation, or order shall remain in effect. An invalidation of a part or portion of the Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
2. Replacement of Severed Provision – In the event of suspension or invalidation of any Article or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such determination for the purpose of arriving at a satisfactory replacement for such Article or Section.

ARTICLE XIX
CONCERTED ACTIVITIES

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1. It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Chapter or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
2. The Chapter 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, a slow-down, or other interference with operations of the District by employees who are represented by the exclusive representative, the Chapter agrees in good faith to take all necessary steps to cause those employees to cease such action.
3. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
4. 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, in District policy or by Education Code from any employee and/or the exclusive representative.

TEMPLE CITY UNIFIED SCHOOL DISTRICT
2018-2019 CLASSIFIED SALARY SCHEDULE C (#823 PERS MEMBERS)

CAFETERIA SERVICES						
RANGE	POSITION	A	B	C	D	E
7	Cafeteria Assistant I *	2472.04	2599.52	2728.11	2863.35	3011.89
		14.26	15.00	15.74	16.52	17.38
9	Cafeteria Assistant II	2599.52	2728.11	2863.35	3011.89	3162.65
		15.00	15.74	16.52	17.38	18.25
12	Cafeteria Manager I	2796.84	2940.95	3082.84	3242.47	3405.42
		16.14	16.97	17.79	18.71	19.65
15	Cafeteria Manager II	3011.89	3162.65	3324.50	3490.78	3667.04
		17.38	18.25	19.18	20.14	21.16
18	Cafeteria Manager III	3242.47	3405.42	3577.25	3755.72	3949.71
		18.71	19.65	20.64	21.67	22.79
MAINTENANCE AND OPERATIONS						
RANGE	POSITION	A	B	C	D	E
16	Campus Supervisor	3082.84	3242.47	3405.42	3577.25	3755.72
		17.79	18.71	19.65	20.64	21.67
19***	Custodian	3324.50	3490.78	3667.04	3847.73	4041.72
		19.18	20.14	21.16	22.20	23.32
20	Utility I *	3405.42	3577.25	3755.72	3949.71	4145.92
		19.65	20.64	21.67	22.79	23.92
21	Utility II *	3490.78	3667.04	3847.73	4041.72	4244.58
		20.14	21.16	22.20	23.32	24.49
22	Utility III	3577.25	3755.72	3949.71	4145.92	4349.90
		20.64	21.67	22.79	23.92	25.10
22***	Head Custodian I	3577.25	3755.72	3949.71	4145.92	4349.90
		20.64	21.67	22.79	23.92	25.10
23	Project Facilitator I	3667.04	3847.73	4041.72	4244.58	4460.75
		21.16	22.20	23.32	24.49	25.74
24	Project Facilitator II	3755.72	3949.71	4145.92	4349.90	4567.17
		21.67	22.79	23.92	25.10	26.35
25	Irrigation Specialist	3847.73	4041.72	4244.58	4460.75	4680.24
		22.20	23.32	24.49	25.74	27.00
26	Project Facilitator III	3949.71	4145.92	4349.90	4567.17	4796.64
		22.79	23.92	25.10	26.35	27.67
28	Grounds Team Leader	4145.92	4349.90	4567.17	4796.64	5036.08
		23.92	25.10	26.35	27.67	29.05
30	Building Trades Technician *	4349.90	4567.17	4796.64	5036.08	5285.50
		25.10	26.35	27.67	29.05	30.49
33	Building Trades Leadperson	4680.24	4913.03	5162.45	5418.52	5689.01
		27.00	28.35	29.78	31.26	32.82
WAREHOUSE / DELIVERY						
RANGE	POSITION	A	B	C	D	E
21	Food Serv. Delivery Driver / Utility II	3490.78	3667.04	3847.73	4041.72	4244.58
		20.14	21.16	22.20	23.32	24.49
21	Warehouse Delivery Driver / Utility II *	3490.78	3667.04	3847.73	4041.72	4244.58
		20.14	21.16	22.20	23.32	24.49
TECHNOLOGY						
RANGE	POSITION	A	B	C	D	E
32	Technology Support Technician	4567.17	4796.64	5036.08	5285.50	5554.87
		26.35	27.67	29.05	30.49	32.05
37	Technology Specialist	5162.45	5418.52	5689.01	5977.23	6277.64
		32.00	31.26	32.82	34.48	36.22

* Benchmark Position ***Grandfathered Incumbents

Anniversary Increments:

\$100 added to the monthly base pay after 7 years

\$200 added to the monthly base pay after 12 years

\$300 added to the monthly base pay after 17 years

\$398 added to the monthly base pay after 22 years

Effective 7-1-18

TEMPLE CITY UNIFIED SCHOOL DISTRICT						
2018-2019 CLASSIFIED SALARY SCHEDULE W (#823 NON-PERS MEMBERS)						
CAFETERIA SERVICES						
RANGE	POSITION	A	B	C	D	E
7	Cafeteria Assistant I *	2397.76	2521.92	2647.18	2775.77	2923.21
		13.83	14.55	15.27	16.01	16.87
9	Cafeteria Assistant II	2521.92	2647.18	2775.77	2923.21	3066.21
		14.55	15.27	16.01	16.87	17.69
12	Cafeteria Manager I	2712.59	2854.48	2991.94	3144.92	3304.55
		15.65	16.47	17.26	18.14	19.06
15	Cafeteria Manager II	2923.21	3066.21	3226.95	3387.69	3556.18
		16.87	17.69	18.62	19.54	20.52
18	Cafeteria Manager III	3144.92	3304.55	3469.72	3643.76	3829.99
		18.14	19.06	20.02	21.02	22.10
MAINTENANCE AND OPERATIONS						
RANGE	POSITION	A	B	C	D	E
16	Campus Supervisor	2991.94	3144.92	3304.55	3469.72	3643.76
		17.26	18.14	19.06	20.02	21.02
19***	Custodian	3226.95	3387.69	3556.18	3729.12	3920.89
		18.62	19.54	20.52	21.51	22.62
20	Utility I *	3304.55	3469.72	3643.76	3829.99	4020.66
		19.06	20.02	21.02	22.10	23.20
21	Utility II *	3387.69	3556.18	3729.12	3920.89	4117.10
		19.54	20.52	21.51	22.62	23.75
22	Utility III	3469.72	3643.76	3829.99	4020.66	4220.20
		20.02	21.02	22.10	23.20	24.35
22***	Head Custodian I	3469.72	3643.76	3829.99	4020.66	4220.20
		20.02	21.02	22.10	23.20	24.35
23	Project Facilitator I	3556.18	3729.12	3920.89	4117.10	4327.72
		20.52	21.51	22.62	23.75	24.97
24	Project Facilitator II	3643.76	3829.99	4020.66	4220.20	4430.82
		21.02	22.10	23.20	24.35	25.56
25	Irrigation Specialist	3729.12	3920.89	4117.10	4327.72	4539.14
		21.51	22.62	23.75	24.97	26.19
26	Project Facilitator III	3829.99	4020.66	4220.20	4430.82	4650.31
		22.10	23.20	24.35	25.56	26.83
28	Grounds Team Leader	4020.66	4220.20	4430.82	4650.31	4885.32
		23.20	24.35	25.56	26.83	28.18
30	Building Trades Technician *	4220.20	4430.82	4650.31	4885.32	5125.87
		24.35	25.56	26.83	28.18	29.57
33	Building Trades Leadperson	4539.45	4765.60	5007.26	5256.68	5521.62
		26.19	27.49	28.89	30.33	31.86
WAREHOUSE / DELIVERY						
RANGE	POSITION	A	B	C	D	E
21	Food Serv. Delivery Driver / Utility II	3387.69	3556.18	3729.12	3920.89	4117.10
		19.54	20.52	21.51	22.62	23.75
21	Warehouse Delivery Driver / Utility II *	3387.69	3556.18	3729.12	3920.89	4117.10
		19.54	20.52	21.51	22.62	23.75
TECHNOLOGY						
RANGE	POSITION	A	B	C	D	E
32	Technology Support Technician	4430.82	4650.31	4885.32	5125.87	5386.38
		25.56	26.83	28.18	29.57	31.08
37	Technology Specialist	5007.26	5256.68	5521.62	5799.86	6089.19
		28.89	30.33	31.86	33.46	35.13

* Benchmark Position ***Grandfathered Incumbents

Anniversary Increments:

\$100 added to the monthly base pay after 7 years

\$200 added to the monthly base pay after 12 years

\$300 added to the monthly base pay after 17 years

\$398 added to the monthly base pay after 22 years

Effective 7-1-18

PROFESSIONAL GROWTH ACTIVITIES FOR CSEA #823 CLASSIFIED EMPLOYEES

Statement of Purpose

Classified employees constitute an integral part of the Temple City Unified School District. It is the policy of the Governing Board to employ the best qualified persons and to require high standards of performance in their classified assignments. The Governing Board, therefore, supports the concept of continuous, purposeful engagement of classified employees in study related activities that promote and extend the high performance standards.

Professional Growth Program

- I. Training related to a unit member's job classification, or other District positions to which the employee aspires, or which would benefit the District shall earn Professional Growth Points towards Professional Growth Awards.
- II. All permanent classified employees are eligible to enter the Professional Growth program.
- III. Professional growth credits may be achieved through participation in any of the following category of activities:
 - A. College Level Coursework**
 1. Unit members may take courses at a university, college, community college, adult school, trade school or an institute/lecture series.
 2. Unit members intending to take college level coursework for Professional Growth credits shall submit a request for approval of the coursework to their immediate supervisor on the form provided by the Personnel Office.
 3. Coursework requests must receive approval by both the immediate supervisor and the Assistant Superintendent of Personnel.
 4. If the course work is not approved as qualifying for Professional Growth units, the employee may request a meeting through the CSEA President to appeal the denial.
 - a.) The meeting will be held with a panel consisting of the Assistant Superintendent of Personnel and the President of CSEA #823.
 - b.) The meeting will be held within ten (10) days of receipt of the appeal.
 - c.) The decision of the panel is final
 5. Approved coursework must be completed with a passing grade of "C" or better to receive credit.
 - a.) Written attendance verification shall be required.
 - b.) A report card or certificate of satisfactory completion will be accepted in lieu of a transcript.

6. Classes taken outside the normal working hours will be compensated as shown in the section How Professional Growth Units are compensated.

B. Special Activities

1. District Committees, outside of normal working hours, educational conferences and professional organizations, may also be considered for points toward awards.
2. Programs may be selected from any in-service workshop offered by the District or educational conferences offered by professional groups or as approved by the panel.
 - a.) Verification of attendance is required and shall consist of a fee statement or registration receipt and program of activities.
3. Leadership service points can be earned by serving on one of the following:
 - a.) District wide committee excluding negotiations outside normal working hours;
 - b.) Holding an office in a professional organization; or
 - c.) Representing Temple City Unified School District on a committee outside of the District.

Professional Growth Awards

- I. An award of \$250 a year will be paid for each ten (10) professional growth points earned.
- II. Awards shall be increased in \$250 increments every one (1) years (as earned) up to a maximum of \$1000, or four (4) awards, over a four (4) year period.
- III. Employees who have earned an award shall receive the award payable in a lump sum on a yearly basis. The award amount will be added to their salary schedule to be included with the last salary warrant issued in each subsequent fiscal year.
- IV. All documentation for professional growth activities will be held by the Personnel Office.
- V. Professional growth activities to be considered for awards may be submitted to the Personnel Office at any time during the school year, but must be submitted by May 1.
 - A. Any credit submitted after May 1 will be included in the accounting for the following school year.
 - B. After May 1, the Personnel Office will enter all documentation on the individuals' Professional Growth record and send the employee the annual accounting of their credits.
- VI. When an employee has completed ten (10) Professional Growth points, they will be evaluated and approved prior to the issuance of the award.
- VII. Any dispute or question concerning credits and/or awards will be referred to the CSEA President.

Credits, Credit Values and Credit Requirements

- I. Of the ten (10) points required for each professional growth award, four (4) points **must** be in the area of coursework.
- A. Credit courses taken at an accredited college, community college or recognized trade school will be granted one (1) professional growth credit per unit earned. (One quarter unit is equal to 2/3 professional growth unit)
- B. Audited classes may be granted one-half (1/2) credit.
- II. CPR Certification
- A. Original CPR Certification is worth 1 point
- B. Recertification credit will be based upon total number of hours of instruction.
- III. Continuing education coursework, in-service and seminar credit taken outside the normal working hours will be calculated on the instructional hours according to the following schedule:

Instructional Hours	Increment Points
4	.25
8	.50
16*	1.00

*Courses exceeding sixteen (16) hours will be calculated by the total number of hours. (i.e. A 24-hour course would equal 1.5 points)

- IV. Continuing education coursework taken during regular work hours will be paid at one-half (1/2) the above schedule.

**TEMPLE CITY UNIFIED SCHOOL DISTRICT
PROFESSIONAL GROWTH CREDIT APPROVAL for CSEA #823**

Date: _____

I propose to enroll in the following class(es), seminar, workshop, or conference.
(If not a college course with semester or quarter units, please list the number of hours spent in the class, workshop or seminar in the last column)

Date	Location	Course	Semester Units	# of Hours

1 quarter unit = 2/3 semester unit

How does this activity relate to your job classification, another district position you aspire to, or benefit the district? _____

Work Site

Position

Employee Signature

Approved by: _____

Supervisor

Asst. Superintendent Personnel

Information:

1. CSEA contract call for courses to be submitted for approval in advance.
2. To receive proper credit, evidence of attendance and successful completion is necessary. This may be by grade card, transcript, registration or other official certification.
3. Coursework must relate to the employees assignment or to a promotional opportunity assignment to be considered for professional growth.

TEMPLE CITY UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL PERFORMANCE REPORT

Name: _____ Position: _____ Site: _____

Check appropriate _____ Probationary _____ Permanent _____ Unscheduled _____ Scheduled _____ Date: _____
Category: _____ Employee _____ Employee _____ Evaluation _____ Evaluation _____

PERFORMANCE DIMENSIONS

Check the phrases in each column that most nearly describe the employee's performance over the period covered by the evaluation.

- I. **QUALITY OF WORK** consists of the neatness and correctness with which duties are performed.
- | | |
|---|--|
| <p>A. NEATNESS</p> <p>_____ Work is consistently neat and well organized.</p> <p>_____ Work is occasionally disorganized and/or needs to be redone.</p> <p>_____ Work is often unacceptable.</p> | <p>B. CORRECTNESS</p> <p>_____ Work is consistently done correctly.</p> <p>_____ Work is of acceptable quality.</p> <p>_____ Work contains numerous errors.</p> |
|---|--|
- Comments: _____
-
- II. **JOB KNOWLEDGE** consists of the job information, application of correct and efficient methods, and skills the employee has for satisfactory performance.
- | | | |
|--|---|---|
| <p>A. JOB INFORMATION</p> <p>_____ All phases of job are completely understood.</p> <p>_____ Most common phases of job are understood.</p> <p>_____ Knowledge about key aspects of job is inadequate.</p> | <p>B. METHODS</p> <p>_____ Consistently applies sound, effective and efficient methods in performance of Work and completed sooner than expected.</p> <p>_____ Methods used are typically effective and _____ Methods are ineffective.</p> | <p>C. SKILLS</p> <p>_____ Demonstrates all needed skills at level of job requirements.</p> <p>_____ Most skills performed satisfactorily and some need improvement.</p> <p>_____ One or more needed skills are absent or less than acceptable.</p> |
|--|---|---|
- Comments: _____
-
- III. **ATTENDANCE AND PUNCTUALITY** consists of being at work on time.
- | | |
|--|--|
| <p>A. ATTENDANCE</p> <p>_____ Attendance is consistent.</p> <p>_____ Attendance is satisfactory; absences don't adversely affect work.</p> <p>_____ Attendance was marked by extensive absences during the period of evaluation. Reason _____</p> <p>_____ Absences are excessive; more than ten (10) instances of one or more days absence on an annual basis during this evaluation Period; work suffers from absences.</p> | <p>B. PUNCTUALITY</p> <p>_____ Consistently at work on time.</p> <p>_____ Occasionally tardy.</p> <p>_____ Frequency of tardiness is cause for concern and needs to show improvement.</p> <p>_____ Frequently not at work on time; adversely affecting job performance.</p> |
|--|--|
- Comments: _____
-
- IV. **WORK CHARACTERISTICS** are individual behaviors and responses regarding the areas below.
- | | |
|---|--|
| <p>A. INITIATIVE & RESOURCEFULNESS</p> <p>_____ Independently identifies needs, and problems are solved; is a self starter.</p> <p>_____ Employee typically initiates required action and solves problems independently.</p> <p>_____ Needs are overlooked or assistance is required.</p> | <p>B. ADAPTABILITY TO STRESS OR CHANGE</p> <p>_____ Stress or change are consistently dealt with satisfactorily.</p> <p>_____ Employee usually keeps his/her composure.</p> <p>_____ Does not react well in a crisis situation. Stressful situations or changes are met with other ineffective behavior.</p> |
| <p>C. ATTITUDE</p> <p>_____ Positive feeling about work is consistently presented to others; willing to improve and suggest new ideas, enjoys other people; speaks well of work and school district.</p> <p>_____ Positive attitude typically displayed; job dissatisfaction seldom apparent or mentioned.</p> <p>_____ Demonstrates an attitude of "get the job done and go home."</p> <p>_____ Will help others when asked. Seldom comments or suggests Anything unless specifically asked.</p> <p>_____ Finds fault with others and complains. Negative or hostile attitude; consistent dissatisfaction with or open dislike for job is apparent.</p> | <p>D. PRIORITIZING</p> <p>_____ Prioritizes so that most important things always get done; changing demands are typically met.</p> <p>_____ Prioritizing occasionally neglected resulting in important tasks not being completed.</p> <p>_____ Ineffective prioritizing results in tasks not being completed on a regular basis.</p> |
| <p>E. FLEXIBILITY</p> <p>_____ Readily adapts to new procedures, duties and unusual happenings; Handles immediate situations smoothly.</p> <p>_____ Usually responds well to new procedures, duties and unusual happenings. Might show strain in a crisis.</p> <p>_____ Resists and needs prodding to change procedures, duties or unusual situations. Is slow to adapt.</p> | <p>F. TEAMWORK</p> <p>_____ Always gives and receives cooperation. Coordinates Work well with others; Is considerate and understanding.</p> <p>_____ Does the required job is generally cooperative; Is usually Considerate and understanding of others.</p> <p>_____ Usually cooperates with others but is sometimes inconsiderate and difficult to get along with. Complains frequently.</p> <p>_____ Is frequently uncooperative and unpleasant. Does not work Well with others. Is frequently inconsiderate or irritable.</p> |

CASBO CUSTODIAL STAFFING AND SERVICE TIME STANDARDS

In determining custodial staffing, you must incorporate what standard of cleaning the client is willing to pay for and the cleaning services that are a necessary to promote healthy conditions. Services performed by site custodians that are not part of the custodial service time standard would create less time for necessary cleaning and is not reflected in the formula designed for the CASBO Custodial Staffing and Service Time Standards.

In evaluating the time line for a day custodian, defined as a person who works at a school site while students are present, you will need to determine the school site's needs and the cleaning time available.

In developing these time standards, enough time has been allotted to clean all areas at the school site and reflects the cleaning standards as identified in the CASBO Custodial Handbook. Assigning custodial staff to non-cleaning tasks not assigned in the CASBO Custodial and Service Time Standards formula will allow necessary cleaning to be postponed or neglected.

/	8 hours	480 minutes
/	2 breaks (15 min. each)	30 minutes
/	security check replace tools and equipment	20 minutes
<hr/>		
/	time available for cleaning	430 minutes

NON CLEANING DUTIES:


/	Open - the school check for vandalism, safety concerns, maintenance items.	40 minutes
/	Playground - field inspection	25 minutes
/	Miscellaneous duties including teacher and site manager requests, activity set-ups, repairing furniture/equipment, ordering and	

delivering supplies	60 minutes
Put up flag and p.e. equipment.	20 minutes

Cleaning duties

/ Clean front of school daily	30 minutes
/ Clean drinking fountains daily	2 min each
/ Clean child care facilities	30 min. each
/ Set up for lunch	30 min daily
/ Clean hallway	6 min per 1000 sq. ft.
/ Clean multi-use room	9 min per 1000 sq. ft.
/ Clean kitchen	20 minutes per 1000 sq. ft.
/ Rest room care	2 min. per fixture
/ Clean patio areas	15 min per 1000 sq. ft.

The first step in determining a cleaning schedule for the night custodian is to calculate how much cleaning time is available in a given time shift:

8 hours	480 minutes
less 2 breaks	(30) minutes
less 2 security checks	(35) minutes
	<hr/>
 Time available to clean	415 minutes

The procedure for cleaning classrooms is listed below:

Regular classroom

* Sweep or vacuum the floor	9 minutes
* Clean sinks, dump trash, Check pencil sharpener	3 minutes
* For science rooms for each sink add	45 sec.
Weekly duties one each day	5 minutes

Monday	Dust horizontal surfaces
Tuesday	Clean chalk trays and Spot clean doors and walls
Wednesday	Clean table tops and/or desk tops
Thursday	Clean sink counters and Spot clean carpets
Friday	Clean chalk/white boards and trays

*** Note in cleaning sinks does not forget to clean fixtures, dispensers, and edges.**

TIME LINE FOR OTHER CLEANING:

* Multipurpose room	9 minutes per 1000 sq. Ft.
* Home EC. Including wet mop	30 minutes per. Rm.
* Kitchen and rest rooms if applicable	
including damp mopping	20 min./ 1000 sq. ft
* Gymnasium	6 min. / 1000 sq. ft
* Shops	10 min. / 1000 sq. ft
* Clay and art rooms including	
damp mopping	17 min/ 900 sq. ft.
* Office	20 min /1000 sq. Ft.

Rest Room Care Is the Most Important Function that we perform and Carries the Highest Priority of Our Time!!

Rest rooms should be maintained accordingly: all dispensers checked for paper and soap, floors should be swept and damp mopped (**paying close attention to the borders and behind the doors**), sinks, toilets and urinals should be sanitized (**paying close attention to cleaning under the rim & lip of toilet and urinals**), mirrors should be cleaned and trash bins emptied, partitions, walls, and fixtures should be dusted daily (**including vents weekly**). Rest rooms with less than 10 fixtures will take 2 minutes per fixture to clean, and rest rooms with 11 or more fixtures will take 1.5 minutes per fixture to clean.

Upgrade of the original CASBO FORMULA

(1) One custodian for every 13 teachers.

Plus

(2) One custodian for every 325 students

Plus

(3) One custodian for every 13 rooms

Plus

(4) One custodian for every 18,000 sq. ft.

(5) Total the above and divide by four to indicate the number of custodians needed

(6) Schools of less than 450 students need to add .30 FTE (Full Time Equivalent) to the final calculation

(7) Community usage

🕒	Elementary School	.06 FTE
🕒	Middle School	.25 FTE
🕒	High School	.50 FTE

This will provide the correct number of custodians to clean and maintain a building to the above timelines and the standards found in the CASBO Custodial Handbook. We will use a large elementary and a small elementary.

To determine the number of custodians needed for a school of 38,000-sq. ft. with 25 teachers, 685 students, and 23 classrooms, we add and divide and round to the highest tenth as follows:

25 Teachers divided by 13	=	1.92
685 students divided by 325	=	2.10
23 classrooms divided by 13	=	1.78
38,000 Sq ft divided by 18,000	=	2.11
<hr/>		
Total divided by 4	=	7.91 = 1.97
Community usage		.06
Less than 450 Allowance		NA
Total		2.03 FTE

You need 2.00 custodians

14 Teachers divided by 13	=	1.08
304 students divided by 325	=	.94
25 classrooms divided by 13	=	1.92
41,580 Sq. ft. divided by 18,000	=	2.31
<hr/>		
Total divided by 4	6.25 =	1.56
Community usage		.06
Less than 450 allowance		.30

You need 2.00 custodians 1.92 FTE

Remember, this formula takes into consideration the total campus including restrooms, gyms, outside areas, offices, classrooms and ECT. How you allocate each assignment will be in the District Custodial Handbook.

VEHICLE USE CONTRACT
AND STIPEND AGREEMENT

1. I _____ agree to use my personal vehicle in the course of my daily work. To compensate me for fuel and wear and tear on the vehicle, the District agrees to authorize the equivalent of **\$325** a month on a Cal-Card to be **used for automotive related goods and services**.
2. The District agrees to credit the Cal-card with six months of the stipend, **(\$1950)** on July 1 and January 1 of each year.
3. I understand that on June 30 and December 31, any authorized funds remaining on the card will be paid to me as compensation and will be subject to all required taxes and statutory benefits costs.
4. I agree that if, upon separation from the District, I have spent more of the credited amount than my service would allow the District can deduct the unearned amount from my final paycheck. If my final paycheck is insufficient to cover the overage, I will be responsible for repaying any remaining amount to the District before final separation.

Employee

District Representative / Title

Date

Date