Agreement

Between the

Board of Education

of the

Torrance Unified School District

and the

California School Employees Association

Torrance Chapter 19

July 1, 2021

through

June 30, 2024

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Recognition/Scope

- 1.1 The Torrance Unified School District, herein after referred to as the District, hereby acknowledges the California School Employees Association, Torrance Chapter 19, hereinafter referred to as CSEA, Chapter 19, as being the exclusive bargaining agent for all classified employees holding those positions described in Appendix "A" attached hereto and incorporated by reference as part of this Agreement. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA, Chapter 19, subject to the rules of the Public Employment Relations Board (PERB).
- 1.2 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Terms and conditions of employment mean health and welfare benefits as defined by Government Code Section 53200, leave, transfer and reassignment, policies, safety conditions of employment, procedures to be used for evaluation of employees, organizational security pursuant to Government Code Section 3546, procedures for processing grievances pursuant to Government Code Sections 3548.5, 3548.6, 3548.7, and 3548.8. Nothing herein may be construed to limit the right of the District to consult with any employee and/or CSEA, Chapter 19, on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

Article 2

Definitions

- 2.1 "Academic Year" is defined as the time period from the first day of the "School Year", (defined as that period of time in which students are required to be in attendance), through the last day of the "School Year." This includes those days on which no students are in attendance and recess periods are included in this time span.
- 2.2 "Anniversary Date" After completion of a probationary period of not less than 130 days, the employee shall be placed on the second step of the range. Placement shall be effective on the first day of the succeeding month following the granting of permanency. This date shall be the "anniversary date."
- 2.3 "Assignment" Each classified employee shall be given a specific "assignment" in terms of duties, to which he/she is responsible, with information regarding the work year and working hours.
- 2.4 "Bumping rights" When an employee is laid off from one job classification, who previously gained permanent status in an equal or lower job classification, he/she may bump into the equal or lower job classification if the laid-off employee's seniority is

- greater than the seniority of an employee currently serving in that equal or lower classification. Education Code Sections 45260, 45261, and 45203.
- 2.5 "Class" is any group of positions sufficiently similar in duties, responsibilities and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2.6 "Class description" is the description of the duties, responsibilities, minimum qualifications, and desirable qualifications in a class.
- 2.7 "Classification" means that each position in the classified service shall have a designated title; a regular minimum number of assigned hours per day, days per week, and months per year; a specific statement of the duties required to be performed by the employees in each such position; and the regular monthly salary range for each such position.
- 2.8 "Demotion" means an assignment to an inferior position or status, without the employee's voluntary consent as per Education Code 45101.
- 2.9 "Discipline" refers to those disciplinary actions which include any action whereby a permanent employee is deprived of any classification or any incident of any classification, including dismissal, suspension, demotion or any reassignment that causes a reduction in pay without the employee's voluntary written consent, except layoff due to lack of work or lack of funds. A suspension may be for a period not to exceed thirty (30) assigned working days as prescribed in Education Code Sections 45260 and 45261.
- 2.10 "Differential" is a salary allowance in addition to the basic rate or schedule based upon the regular shift in which over one-half (1/2) the regular shift is after 5:00 p.m.
- 2.11 "Fiscal year and school year" is July 1 through June 30.
- 2.12 "Immediate Family" is defined as: mother, mother-in-law, father, father-in-law, spouse, registered domestic partner, son, son-in-law, daughter, daughter-in law, sister, sister-in-law, brother, brother-in-law, grandfather, grandmother, grandchild, or any relative living in the immediate household of the unit member. For the purposes of this section, relatives by virtue of marriage and relatives by virtue of court action shall be considered as natural and legal relatives.
- 2.13 "Incumbent" is an employee assigned to a position and who is currently serving in or on leave from the position.
- 2.14 "Industrial accident or illness" is an injury or illness arising out of or in the course of employment with the District.
- 2.15 "Limited Term" refers to an employee who is serving in lieu of an employee during the regular employee's absence, or serving in a position established for a limited and

- specified period of time of six (6) months or less. No limited term employee shall be employed beyond the specified period of time authorized except in case of emergency as per Education Code Sections 45286 45290.
- 2.16 "Minimum qualifications" are qualifications mandated for the position and which an employee must possess before he/she can be considered for employment in a specific class. The Superintendent or designee shall determine minimum qualifications.
- 2.17 "Notice" means whenever notice is required under this agreement and no other form of notice is designated, notice shall be in the form of a written notice. Notice sent to the District shall be by personal delivery or by First Class Mail to the office of the Superintendent or designee. Notice to CSEA, Chapter 19, also, in written form, shall be personally delivered or by First Class Mail to the president of CSEA, Chapter 19, or his/her designee.
- 2.18 "Permanent employee" is a regular employee who successfully completes an initial probationary period.
- 2.19 "Probationary employee" Each new employee appointed from an eligibility list shall serve an initial probationary period of 130 days of paid regular service for one classification in the classified service excluding days absent for illness or injury; these new employees shall be evaluated by the 65th and 105th working day of service.
- 2.20 "Promotion" is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
- 2.21 "Provisional employee" is a person employed temporarily while the examination process is being conducted to fill the position.
- 2.22 "Reclassification" means the upgrading of a position(s) to a higher classification as a result of the gradual accretion or growth of duties being performed by the incumbent in such position.
- 2.23 "Reemployment" is the return to duty of an employee who has been placed on a reemployment list.
- 2.24 "Regular employee" is an employee, whether permanent, probationary, full-time, part-time, who is not a restricted, substitute, limited-term, or student employee.
- 2.25 "Restricted employee" is an employee hired pursuant to any local, state, or federally funded program, which restricts employment to persons in low-income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.
- 2.26 "Reversion Rights" In the event an employee is promoted and is released from their probationary status in their promoted position, the employee may be returned to a

position in his/her form class if the position is vacant or if there is an equivalent vacant position per Personnel Commission Rule 9.3.3.1. In the event that an employee is promoted and is released from their probationary status and subsequently is separated from the permanent classified service, he/she shall have full appeal rights as if the employee had completed permanency in his/her present class per Personnel Commission Rule, 19.1.11. In the event that the Personnel Commission Rules change in relation to this definition, this definition will reflect that change.

- 2.27 "Salary Rate" is the amount of money authorized to be paid on a hourly, daily weekly, or monthly basis for a particular classification within the bargaining unit based upon the agreed upon salary schedule.
- 2.28 "Salary Schedule" is the complete list of ranges, steps, and rates of pay for the classifications within the bargaining unit.
- 2.29 "Salary Step" is one of the salary levels within the range of rates for a class.
- 2.30 "School year and fiscal year" is July 1 through June 30.
- 2.31 "Substitute employee" is an employee who is called on a day-to-day basis to take the place of an absent employee. Substitutes are not part of the classified service and do not earn the benefits of regular employment.
- 2.32 "Summer school" is a specially funded educational program conducted outside of the academic year.
- 2.33 "Working hours are all authorized hours in paid status.
- 2.34 "Workday" is defined as that part of a twenty-four (24) hour period during which an employee is scheduled to work in accordance with his/her specific assignment.

Article 3

Organization Rights

- 3.1 CSEA, Chapter 19, shall have the following rights in addition to the rights contained in any other portion of this Agreement.
 - 3.1.1 The right of access to areas in which employees work, provided employees are not disturbed during duty time. The CSEA, Chapter 19, authorized representative shall report in to the supervisor of the area prior to contacting individuals or groups of employees.
 - 3.1.2 The right to post notices regarding activities and matters of CSEA concern, with an appropriate CSEA identification, on designated bulletin boards, at least one of which shall be provided in each school site (to include Adult Schools and

District offices) in areas frequented by unit members. These bulletin boards shall be shared with other District employee units, (TTA, CSEA Chapter 845, and SEIU Local 99). The right to use the District employee mailboxes, intra-District mail delivery services, electronic communication without charge, for communications to unit members. CSEA will not post or distribute information which it knows to be false and/or defamatory.

- 3.1.3 CSEA, Chapter 19, and its members shall have the right to make use of school equipment facilities and buildings in accordance with the "Civic Center Act."
- 3.1.4 The right to obtain copies of any budget, financial materials, or other materials which are available to the public.
- 3.1.5 The right to release time, without pay, for employees who are California School Employees Association (CSEA) state officers.
- 3.1.6 The District agrees to authorize release time for no more than eight (8) CSEA Chapter 19 representatives to participate in meet and negotiate sessions with the District. The eight (8) CSEA Chapter 19 representatives will consist of six (6) on the negotiation team and two (2) alternates. In the event that one member of the team should become unavailable, the Chapter will notify the District of which alternate will attend in his/her place. Chapter 19 members, participating in negotiations shall have the right to receive reasonable periods of release time without loss of compensation when meeting for negotiations. Release time for these meetings will not be charged to Association leave.
- 3.1.7 The right to release time, with pay for up to three (3) Association unit members to attend the CSEA annual conference held in July or August for a period of up to five (5) days. The District shall not be responsible for paid release time for bargaining unit employees who are not scheduled to work during conference days.
- 3.1.8 Torrance Unified School District shall annually provide paid release time; a maximum of twenty (20) days combined for Chapter Officers for the purpose of conducting Association business. A day of paid release time shall be counted for each day an officer is fully released from their respective assigned workday. This amount of release time is in addition to the release time provided for in Section 3.1.8 of this Article. The release time shall be requested by CSEA at least twenty-four (24) hours prior to utilizing any release time from the employee's immediate supervisor.
- 3.2 Distribution of Contract: Within sixty (60) days after the execution of this Agreement, the District shall print or duplicate and provide copies of this Agreement for every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall be provided with a copy of this Agreement by the District at the time of employment. Each employee in the bargaining unit shall be provided by the District, without charge, a copy of any written

changes agreed to by the parties to this Agreement during the life of this Agreement. The parties shall share the cost of printing and distribution of the Agreement equally.

- 3.2.1 The current CSEA, Chapter 19 contract shall be posted on the official District website (http://www.tusd.org).
- 3.3 The CSEA, Chapter 19 recognizes the difficulties, which may affect the District by having more than one (1) member on the negotiation team per school site/department. Therefore, a reasonable effort shall be made to avoid more than one (1) placement whenever possible.
- 3.4 New Employee Information
 - 3.4.1 Notice to CSEA of New Hires: The District shall provide the CSEA Labor Relations Representative notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
 - 3.4.2 New Hire Contact Information On the last workday of each month, the District shall provide to a CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:
 - First Name
 - ii. Middle Initial if applicable
 - iii. Last Name
 - iv. Suffix (e.g. Jr., III) if applicable
 - v. Job Title
 - vi. Department
 - vii. Primary Worksite Name
 - viii. Work Telephone Number if applicable
 - ix. Work Extension if applicable
 - x. Home Street Address (incl. apartment #)
 - xi. City
 - xii. State
 - xiii. ZIP Code (5 or 9 digits)
 - xiv. Personal Telephone Number (10 digits)
 - xv. Employee ID

xvi. Hire Date

3.4.3 Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of October, February, and June. The specific employee information required to be submitted and the method of reporting shall be mutually agreed upon and shall include all the information described above in Article 3.4.2.

3.5 New Employee Orientation

- 3.5.1 <u>Definition of New Employee Orientation</u>: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through others means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 3.5.2 Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. The CSEA Labor Relations Representative may attend an orientation session. The orientation session may be held on District property. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.
 - 3.5.2.1 CSEA shall have thirty (30) minutes of structured time to meet with a new employee during their normal workhours to discuss the rights and obligations created by the contract, the role of the representative, the role of the union, and to answer questions. CSEA shall schedule a mutually agreeable time and location of each meeting with the site supervisor and new employee.
 - 3.5.2.2 In the event the District conducts a group orientation instead of individual orientations as contemplated in 3.5.2.1, CSEA shall have paid release time for one (1) CSEA representative to discuss the rights and obligations created by the contract and the role of the representative, and to answer questions. Said release time shall not be counted against the total release time provided in the Collective Bargaining Agreement. The CSEA Labor Relations Representative may also attend the orientation session(s). CSEA shall have forty-five (45) minutes of structured time at a group new employee orientation.
- 3.5.3 The District shall include the CSEA membership application and a link for an electronic application in the new employee orientation packet.

3.6 Grievance and Arbitration Procedure

3.6.1 Any alleged violation, misinterpretation, or misapplication of the terms of Articles 3.4 and 3.5 shall be subject to the grievance provisions of Article (19.1) (Grievance) of the Collective Bargaining Agreement, except as follows.

- 3.6.1.1 Definition of a "Grievant": For the purposes of the Agreement, the "Grievant" shall only be CSEA and its Chapter 19. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Chapter 19 and grieving on behalf of the union. This provision shall supersede Article 19.1.2 of the Collective Bargaining Agreement.
- 3.6.2 Expedited Grievance Procedure: For the purposes of this article, following the informal conference step of the grievance procedure as outlined in Article 19.2.1, the grievance procedure shall proceed to the Formal Level Level II (Article 19.2.3 of the collective bargaining agreement). If the grievance is not resolved at Level II, CSEA may appeal to Formal Level Level III (Article 19.2.4 of the collective bargaining agreement).

Management Rights

CSEA, Chapter 19, agrees that the Board of Education's authority is limited only by that which is inconsistent with law or violation of specific provisions of this Agreement. Further, the Board of Education has the responsibility and authority to manage and to direct, on behalf of the public, all operations and activities of the School District both to the fullest extent authorized by law and in any manner of decision to which the Board of Education deems appropriate.

Article 5

Non-Discrimination/Harassment

- 5.1 No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of employee's political opinions or affiliation (unless such affiliation or opinion advocates the overthrow of the United States Government); or because of race, national origin, religion, or marital status; and, to the extend prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap. This Article shall be subject to the TUSD Uniform Complaint Procedure in lieu of the grievance procedure as attached in Appendix B. In addition, the employee may seek concurrent administrative relief by filing a complaint with the Equal Employment Opportunities Commission (EEOC) and/or the Fair Employment and Housing Practices Department of the State of California (FEHP).
- 5.2 If an employee believes a District administrator or supervisor systematically and persistently badgers, upbraids, or threatens an employee, the employee shall utilize the TUSD Civility Procedures in lieu of the grievance procedure as provided in

Appendix C. Such statements shall include specific instances including dates and times of the action(s) that are alleged to be harassment. The uniform complaint procedure is not to be utilized as a substitute for the procedure of federal or state law to handle claims of sexual or discriminatory harassment.

Article 6

Dues and Organizational Security

6.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to maintain membership records, notify the District of individual employee dues authorizations, and receive dues from CSEA members.

6.2 Dues Deductions

- 6.2.1 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the District for unit members in the bargaining unit.
- 6.2.2 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all bargaining unit members who are members of CSEA. The District shall rely on CSEA notification of dues authorization. The District shall not process any new authorization forms submitted by bargaining unit members directly to the employer. In the event the District receives authorization forms directly from the bargaining unit member, the District shall provide said forms to the Chapter Treasurer, Chapter President, or Labor Relations Representative. The District shall not be required to maintain records of individual dues authorizations. CSEA shall be prepared to provide a copy of the signed authorization form in the event a dispute arises.
- 6.2.3 The District shall, without charge, pay to CSEA within thirty (30) days of the deduction, all sums so deducted from the wages of all employees who are members of CSEA.
- 6.2.4 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with the dues deduction register from the Los Angeles County Office of Education (LACOE).
- 6.2.5 Nothing contained herein shall prohibit a bargaining unit member from paying membership fees directly to CSEA. Any unit member exercising this option shall be required to pay the annual amount in advance.
- 6.2.6 The District shall notify the Chapter President if any member of the bargaining unit requests a withdrawal of membership. The District shall refer all bargaining unit member requests to revoke membership to the Chapter President and shall

obtain the written approval of the Labor Relations Representative on behalf of the union before processing any revocation request.

6.3 Miscellaneous

6.3.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions mad in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

Article 7

Hours and Overtime

- 7.1 The "Work Year" calendar shall be subject to negotiations and included in this agreement. (Appendix "B")
 - *Note: The Board Approved calendar(s) will be inserted into this contract upon completion of negotiation of calendar year(s).
- 7.2 The work week shall consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week. This section shall not restrain the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District as provided for in Section 7.7 of this Agreement.
 - 7.2.1 Workday The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee, upon initial employment or any change in assignment, shall receive a written notification of work location, days, hours, start time, and ending time. It is understood that no adjustment shall be made for the purpose of alleviating overtime or for punitive reasons.
 - 7.2.1.1 The number of working days for bargaining unit employees shall be set in accordance with the chart in Appendix "E".
 - 7.2.2 Work Schedule Change A change in work schedules is defined as a modification of a unit member's start and stop time, without a change in the number of daily assigned hours. Any work schedule changes, whether temporary or permanent shall be documented. The original copy will be placed in the member's personnel file and one copy will be kept in the member's supervisor's file and one copy will be given to the unit member.
 - 7.2.3 Except in an emergency, at least ten (10) days prior to any adjustment that results in a schedule change, the department head/site administrator or

designee will meet with the employee(s) for the purpose of providing notice and discussing reasons for the schedule change. Such notices shall be in writing on the proper form and kept at the employees work location. If a change in schedule is due to an emergency, said assignment shall not exceed ten (10) working days without agreement between Chapter 19 and TUSD.

- 7.3 Employees in the bargaining unit who are assigned to work an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours effective with the next pay period.
- 7.4 All employees covered by this Agreement shall be entitled to an uninterrupted lunch period without pay after employees have been on duty for four (4) or more hours. The length of the time for such lunch period shall be for a period of no longer than one (1) hour or less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Employees required to work during their lunch periods shall receive compensatory time off or pay at the regular rate for all the required time worked during the normal lunch period except if working during a lunch period exceeds eight (8) hours.
- 7.5 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the midway between each consecutive four-hour period worked, regardless of whether or not an employee holds more than one assignment in a workday. The employee shall be entitled to a fifteen (15) minute break during each rest period. Rest break schedules shall be assigned by the employee's immediate supervisor, subject to the provisions of this section.
 - 7.5.1 Specific rest periods may be designated when operations of the District require someone to be present at the employee's work site.
 - 7.5.2 Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee.
 - 7.5.3 In the case of those bargaining unit employees who are assigned a thirty (30) minute lunch period, with the approval of the immediate supervisor, the employee may be permitted to forego the entitled fifteen (15) minute breaks to combine them with the lunch period of thirty (30) minutes to compose a lunch period of one hour, sixty (60) minutes, on an as needed basis.
- 7.6 At each work site, the District shall make available lunchroom, restrooms, and lavatory facilities for classified employees in the bargaining unit.
- 7.7 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1 1/2) times the regular rate of pay of employees for all work authorized. Overtime is defined to include any authorized time worked in excess of eight (8) hours in any one day, or on any one shift, in excess of forty (40) hours in any one calendar week whether such hours are

worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

- 7.7.1 The workweek shall consist of not more than five (5) consecutive workdays for employees having an average workday of four (4) hours or more during the workweek. Employees shall be compensated for any work assigned on the sixth (6th) or seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the employee's regular rate of pay.
- 7.7.2 Employees having an average workday of less than four (4) hours during the workweek shall, for any assigned work required to be performed on the seventh (7th) day following the commencement of the workweek, be compensated for at a rate equal to one and one-half (1 1/2) times the employee's regular rate of pay.
- 7.7.3 When employees are assigned to work on a scheduled holiday, said employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay in addition to the regular pay received for the holiday.
- 7.7.4 Employees required by the District to attend training/in-service sessions shall receive his/her regular rate of pay or overtime rate of pay and be reimbursed for registration fees and supplies authorized and purchased for training.
- 7.8 A five percent (5%) shift differential shall be applied to those employees where over one-half (1/2) of the regularly scheduled work shift is after 5:00 p.m. When so qualified, the five percent (5%) differential shall be applied to the total shift wages.
 - An employee who receives a shift differential premium on the basis of the shift worked shall suffer no reduction in pay, including differential, when assigned to a day shift for twenty (20) consecutive days or less. If the change of shift is for more than twenty (20) days, then the employees shall lose the shift differential upon assuming the new shift.
- 7.9 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work if mutually agreeable with immediate supervisor. Compensatory time granted shall be at the appropriate rate of overtime. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within three (3) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District. In the event that the employee is not permitted use of such earned compensatory time, the employee shall be paid for that accrued time at the appropriate overtime rate at the end of the three (3) month period.
- 7.10 Any employee called back after completing a shift shall be entitled to pay for hours worked, but not less than two (2) hours at the appropriate rate of pay, commencing

with time of notification.

- 7.11 Overtime shall be distributed and rotated as equally as practicable among qualified employees in the bargaining unit within each class at the work site subject to the approval of the Superintendent or designee.
- 7.12 Any employee shall have the right to reject any offer or request for call back, call in, or overtime within reason.
- 7.13 Any employee called to work on a day when the employee is not scheduled to work shall be paid for the hours worked, but not less than for two (2) hours, at the appropriate rate of pay commencing with time of notification. To compute the number of hours worked, all authorized time during which an employee is in a paid status shall be construed as hours worked.
- 7.14 Summer and Intersession Assignment, Summer School and other Recess Period Assignments are those temporary assignments that are funded from regular Summer School funding. Those temporary assignments established by the Board of Education for the recess period outside of the regular September to June school year which is known as "Summer School Session". The District retains its discretion to determine staffing levels, work schedules, positions, and classifications for all classified bargaining unit work during summer sessions. Compensation and benefits shall be the same as the regular work year and may be prorated according to hours worked.
 - 7.14.1 The District will timely post positions that are funded from regular Summer School funding, mainly in the first two weeks of the month of June. To be considered an eligible applicant, the employee must (a) be regularly employed by TUSD on a less than twelve (12) month basis; (b) be available for the complete assignment for summer recess and/or intersession recess, as specified on the application, and (c) meet the qualifications established for the classification by the Personnel Commission.
 - 7.14.2 The first priority to fill a School Staff Assistant I vacancy during a summer school or other recess period shall go to the current School Staff Assistant I assigned to that site if he/she has applied for the summer or other recess period work. But, no employee shall be required to accept such an assignment. Compensation and benefits shall be the same as the regular work year and may be prorated according to hours worked. In the event that the incumbent School Staff Assistant I at the site does not apply for a vacancy at the site, then the assignment to the position shall be offered to those School Staff Assistant I employees, who are working with the assigned schools, based on seniority. If no School Staff Assistant I working with the assigned schools apply for the position, then, a regular employee of the District not regularly employed during these periods may apply for the position. Appointment to these positions shall be made on the basis of seniority to applicants who are qualified to perform the duties of the position. The qualification to perform the duties of the position will be based upon the

- applicant having previously received a passing score on the examination given by the Personnel Commission for the application.
- 7.14.3 In all other temporary assignments where such positions are part of the bargaining unit, the positions shall be offered to those regular employees who are not employed during these periods. Appointment to these positions shall be made on the basis of seniority to applicants who are qualified to perform the duties of the position. The qualification to perform the duties of the position will be based upon the applicant having previously received a passing score on the examination given by the Personnel Commission for the classification.
- 7.15 In the case of appointment to a classification in which the employee is regularly assigned, the order of appointment shall be on the basis of seniority in that classification.
- 7.16 When an employee serves longer than five (5) days in a higher classification within a fifteen (15)-calendar-day period on a temporary basis for another employee, the employee shall receive the rate of pay for the higher classification as prescribed in Education Code section 45110.

Payments and Allowances

- 8.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix "A" which is attached hereto and, by reference, incorporated as part of this Agreement. Pay shall also include any shift differential and/or longevity increment required to be paid under this Agreement.
- *Note: New updated schedule will be attached each year once adopted by the Torrance Unified School Board of Education usually in June or July of each year.
 - 8.1.1 In the event that any more favorable total compensation increase is negotiated with any other employee group, the compensation increase(s) shall apply equally to CSEA Chapter 19.
 - 8.1.2 The Torrance Unified School District shall increase the salary schedule by **3%** effective July 1, 2021, and 3.0% effective July 1, 2022.
- 8.2 All employees in the bargaining unit, except hourly employees, shall receive their regular paychecks no less than twice per month. Hourly employees shall receive their regular paychecks once a month.
- 8.3 Any payroll error resulting in insufficient payment to employees in the bargaining unit shall be corrected and a supplemental check issued within five (5) working days. If the error results in the employee losing 50% or more from their regular take-home pay,

- the District shall make every effort to provide a supplemental payment to be drawn against any available funds within 24 hours.
- 8.4 When an employee is found to have been overpaid, the District shall meet with that employee and come to a written agreement with the employee on how the said overpayment will be repaid.
- 8.5 Employees in the bargaining unit authorized to use their vehicles for District business shall be reimbursed at the rate established by the IRS.
- 8.6 The District agrees to continue to compensate employees for anniversary increments in accordance with the current salary schedule.
- 8.7 A salary survey shall be conducted annually by the Personnel Commission to survey the prevailing salaries being paid the benchmark positions listed in Section 8.7 (a) within the comparable Districts listed in Section 8.7 (b).
 - a. The benchmark positions shall include:

Accounting Specialist
Health Services Assistant
Library Media Technician
Office Assistant
Purchasing Technician
School Staff Assistant I
School Staff Assistant II
Staff Assistant
Systems Support Specialist

b. The comparable school Districts shall include but not be limited to:

ABC
Burbank
Downey
El Segundo
Glendale
Hacienda/La Puente
Redondo Beach
Palos Verdes Peninsula
Manhattan Beach
Norwalk/La Mirada
Rowland

8.8 Bilingual Stipend

A unit member who is frequently called upon to communicate with people in a language other than English and performs this duty on a regular basis shall be eligible

to receive a bilingual stipend, if they meet the following requirements.

- 8.8.1 The amount of the bilingual stipend will be \$50.00 per month for oral communications or \$75.00 per month for doing the above and performing written communications.
- 8.8.2 The appropriate administrator shall verify that the unit member performs bilingual duties during the course of their regular work assignment. If the appropriate administrator deems that the unit member's bilingual duties are no longer necessary, the unit member shall receive advanced written notification of the change.
- 8.8.3 Qualified unit members shall be tested and screened by the Personnel Commission. Eligibility lists shall be maintained by the Personnel Commission.
- 8.10 Classified Professional Growth Incentive Program

 The District shall establish a committee to evaluate and revitalize the Classified Professional Growth Incentive Program. CSEA shall be entitled to at least one representative on the committee.

Article 9

Tools and Safety

- 9.1 The District shall provide all tools and equipment necessary to perform assigned responsibilities.
- 9.2 The District shall provide safety equipment required by CAL-OSHA.
- 9.3 The District shall provide and pay for District required medical examinations and required medical test(s), i.e., Tuberculosis (TB). In the event that an employee fails to utilize the District's approved medical facility/testing site, within the scheduled time frame, the employee shall then bear the cost of these examinations or tests.
 - 9.3.1 The District shall provide necessary immunizations, (Tetanus, Hepatitis, etc.), required by the Education Code, for the job safety of those part-time, school-site employees, who do not qualify for the District's medical insurance at the same cost paid by employees eligible for the District's medical benefits. All such immunizations shall be dependent upon the supply allotted to the District. Exception: The District shall provide at the lowest cost to each employee, when available, the Seasonal Influenza immunization for all employees within the bargaining unit of Chapter 19, at a District Site.
- 9.4 The District shall take necessary precautions to insure the safety of employees in the bargaining unit, who are required to return to or remain at the work site after their regularly scheduled working hours.

9.5 CSEA, Chapter 19, may appoint two members of the bargaining unit to the District's Safety Committee.

Article 10

Reimbursement for Employment Property

- 10.1 Reimbursements shall be made to employees in the bargaining unit for the loss, destruction or damage by arson, burglary, vandalism, or during a student disturbance of personal property used in the schools of the District.
- 10.2 Reimbursement for property other than personal articles such as clothing, eyeglasses, and watches shall be made only when written approval is obtained on a District-provided form for the use of the personal property in the District before the property was brought to the District and when the value of property was agreed upon between the employee(s) bringing the property and the immediate supervisor.
- 10.3 No reimbursement shall be made to any employee in the bargaining unit for mysterious disappearance, accidental damage, or any other loss suffered because of lack of supervision by the owner. The property shall not remain in the District over a weekend, on holidays, or during vacation periods. The maximum reimbursement shall not exceed \$400 for each separate item.
- 10.4 The District shall be entitled to subrogation rights, if any.

Article 11

Evaluation

- 11.1 A unit member shall serve one hundred thirty (130) days of paid service in a probationary period.
- 11.2 Probationary unit members shall be evaluated by their primary administrator prior to recommendations for permanency. Evaluations shall be completed by the 65th working day and the 105th working day prior to a recommendation for permanency on standard evaluation forms. Permanent unit members shall be evaluated on or before the unit member's anniversary date unless the immediate supervisor determines it unnecessary, but no less than every other year. The District shall provide the necessary evaluation forms to be completed by the administrator.
- 11.3 Evaluations shall be performed by the assigned supervisor. Evaluation forms will be signed by the responsible administrator.
- 11.4 The unit member shall sign the evaluation to indicate knowledge of the contents but not necessarily agreement on the contents.

- 11.5 The unit member shall be provided a copy of the evaluation at the time that it is signed. If the unit member requests a follow up meeting, then that meeting shall be scheduled within a reasonable period of time and provide an opportunity for meaningful dialogue between the unit member and the responsible supervisor.
- 11.6 Within ten (10) working days of receipt of the evaluation, the unit member may file a written response to the evaluation with the Human Resources Department and have that response attached to the evaluation and placed in the unit member's personnel file. Upon written request of the employee, the time limit for a written response may be extended.
- 11.7 Unsatisfactory evaluations in one or more areas require an explanation of unsatisfactory performance and specific suggestions for improvement. Unit members shall take positive action to correct deficiencies in performance. The evaluator's role in assisting the unit member may include, but not be limited to, the following:
 - Shall include specific recommendations for improvement;
 - Direct assistance to implement such recommendations;
 - Techniques to measure improvement; and
 - A reasonable time schedule to monitor unit member's progress.
- 11.8 Appeal: An evaluation is the formal judgment of an evaluator regarding employees' performances. Employees who believe that their evaluations are not a true reflection of their performances may request a conference with the principal, department head, division head, or a representative of the Human Resources Department, to discuss the evaluation. Employees appealing evaluations shall be entitled to representation by CSEA.
- 11.9 Incidents that may result in discipline shall be documented under separate processes.
- 11.10 Evaluation forms shall be in triplicate. The original shall be sent to the personnel file. One copy shall be kept in the files of the administrator, and one copy shall be given to the unit member.
- 11.11 Evaluations may be grieved for procedural violations of this Article.

Health and Welfare Benefits

- 12.1 Health and Welfare Benefits
 - 12.1.1 Benefits specified by law or authorized by the Board of Education shall be provided for all regular employees of the bargaining unit who work twenty

- (20) or more hours per week. Health and related benefits are part of the compensation system and shall be paid to qualified regular employees of the bargaining unit. Benefits for part-time employees who work twenty (20) hours or more per week shall be prorated in the same ratio as the regular work hours per day, or days per week, bear to eight (8) hours per day, forty (40) hours per week.
- 12.1.2 The District shall provide eligible unit members the opportunity to enroll themselves and their eligible dependents or Registered Domestic Partner for whom a Declaration of Domestic Partnership is on file with the office of the California Secretary of State in the State of California, in the District's group medical, dental, vision, life insurance benefits for the term of this Agreement.
 - 12.1.3 The District's contributions toward the payment of the premiums of benefits shall be equal to \$859.00 tenthly, effective October 1, 2006.
 - 12.1.4 Eligible unit members shall be entitled to purchase dependent coverage for health insurance via payroll deduction.
 - 12.1.5 Bargaining unit members who are sixty-five (65) years of age or younger, who retire, shall be entitled to enroll in a District sponsored health program, provided that they pay the required premiums in a manner consistent with District practice. To be eligible, the retired employee must have been employed by the District for a period of the immediate five (5) consecutive years prior to retirement.
 - 12.1.6 Bargaining unit members who are sixty-five (65) years of age or older who retire shall be entitled to enroll in a District sponsored companion coverage health program provided that they pay the required premiums in a manner consistent with District practice. To be eligible, the retired employee must have been employed by the District for a period of the immediate five (5) consecutive years prior to retirement.

Holidays

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

New Year's Day Martin Luther King, Jr. Day Lincoln's Birthday Washington's Birthday (third Monday in February) Memorial Day Juneteenth Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays (2)
In lieu of Admission Day (The working day before Christmas)
Christmas Day
New Year's Eve

In order to be eligible for holiday pay, an employee shall be in paid status during any portion of the working day immediately preceding or succeeding the holiday.

- 13.2 Every day declared by the President of the United States of America or the Governor of the State as a public fast, thanksgiving, holiday, or any day declared by the Board of Education as a paid holiday shall be considered a paid holiday for members in the bargaining unit. Such holidays shall be in accordance with the provisions of Education Code Sections 37220, 37222, and 45203.
- 13.3 Holidays falling on Saturday shall be observed on the preceding Friday; holidays falling on Sunday shall be observed on the following Monday, or per negotiated calendar.

Article 14

Vacation

- 14.1 Vacation time shall be granted at the convenience of the District.
 - 14.1.1 Each regular employee shall begin earning vacation time upon initial employment. Such vacation shall not be granted until 130 days of service has been completed. An exception may be necessary for ten (10) month and eleven (11) month employees, who work at a school sites.
 - 14.1.1.1 At the beginning of the fiscal year, bargaining unit members, may be granted in advance the number of vacation days expected to be earned that fiscal year as stipulated in Section 14.2 of this Article. If the bargaining unit member terminates and had been granted vacation which was not yet earned at the time of termination of the employee's services, the District shall deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation taken.
 - 14.1.2 A regular employee who works less than twelve (12) months and works at a school site, shall take his/her earned vacation during the Winter and/or Spring recesses. For these employees who do not accrue sufficient vacation days to cover the Winter and/or Spring recesses, these employees shall be advanced only his/her actual accrued vacation days for the school year.

- 14.1.3 Accumulated vacation time for affected unit members, over the 2 year cap must be taken before June 30 of each year after the first fiscal year.
- 14.1.4 If the District denies a written vacation request, during the working year the employee may request a written response as to the reason for the denial. The District will respond, in writing, within five (5) days of the latter request. If the District fails to respond, in writing, within five (5) day period, the vacation request will be deemed approved.
 - 14.1.4.1 A denial by the district of the use of vacation during the fiscal year shall authorize the employee denied to "carry over" the same number of days denied to be used in the next fiscal year.
- 14.1.5 Prior to June 30 of each fiscal year, any bargaining unit employee approaching the two (2) year limit of vacation accrual shall be notified of his/her vacation balances.
- 14.1.6 Vacation schedules will be encouraged, and in some cases established in consultation with one's supervisor. The Superintendent or designee, for the convenience of the District, may extend the time during which earned vacation may be utilized by not more than six (6) months. An employee may not accumulate a vacation balance in excess of the days earned in the current fiscal year and the previous year, and only if the District authorizes the carryover of the previous year's balance, for a maximum total vacation balance of two year's earnings. The maximum vacation payout at retirement or termination from the District is capped at two (2) years earned vacation days.
- 14.1.7 Upon approval by the employee's immediate supervisor, an employee shall be allowed to take all earned vacation in a consecutive period.
- 14.2 As of July 1 of each fiscal year, each regular full-time employee shall earn vacation time with full pay each month the employee is in a paid status for more than one-half (1/2) the working days in that month as described in the following schedule:

Years of Service	Days per Month	
1 year through 3 years	1.00	
4 years through 9 years	1.25	
10 years through 14 years	1.50	
15 years through 19 years	1.75	
20 years and over	2.00	

- 14.3 Regular employees working less than full time shall earn vacation benefits in direct proportion to full-time employees.
- 14.4 The District shall provide bargaining unit members, in October of each year, an annual statement of the previous school year's accumulated vacation leave.

Leaves

- 15.1 General Leave Policies: The Board of Education may grant a leave of absence upon the written request of an employee as specified in this article.
 - 15.1.1 Except as otherwise provided in this Agreement. All leaves require prior District approval.
 - 15.1.2 If there is evidence of leave abuse, the District may require supporting documentation of stated reasons for leave. Such evidence shall be required within a reasonable time. Leave abuse shall be grounds for disciplinary action in accordance with the Personnel Commission Rules.
 - 15.1.3 Eligible unit members on paid leave shall continue to receive the benefits provided in Article 12 Health and Welfare Benefits.
 - 15.1.4 Eligible unit members shall for the duration of the unpaid leave be entitled to continue their health and welfare benefit coverage at their own expense, except for Family and Medical Leave Act of 1993 as provided for in 15.2.3.3, providing, all premiums are received by the required due dates.
 - 15.1.5 Break in Service No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in a paid status, and all benefits occurring under the provisions of this Agreement shall continue to accrue under such absences.
 - 15.1.6 The District may require a medical examination at District expense to confirm fitness to perform assigned duties. The scope of the examination shall be related to the cause necessitating the fitness review. If there is a dispute on fitness to perform assigned duties based upon a disagreement between the District's chosen doctor and the unit member's doctor, an independent third doctor shall be chosen by mutual agreement to render the decision on the fitness for duty of the unit member.
 - 15.1.6.1 In the event the examining doctor determines that the unit member is not fit for duty, the unit member shall be entitled to the sick leave provisions of this agreement.
 - In the event the independent doctor determines that the unit member is fit to render service and District's requirement for the additional examination has prevented the unit member's return, the unit member shall be entitled to back-pay for the period of time the unit member was going through the third doctor process.
 - 15.1.7 A unit member who fails to report for duty within five (5) working days after leave has been canceled or expires shall be considered to have abandoned

his or her position and may be subject to disciplinary action. This provision is not applicable to military leave.

- 15.2 Leave of Absence Without Pay:
 - 15.2.1 Leave of absence without pay may be granted to a permanent unit member upon written request of the unit member, and the approval of the District, subject to the restrictions and conditions outline in this Article.
 - 15.2.2 Leave of absence without pay may be granted for any period not exceeding six (6) months, but may be extended for six (6) months with the approval of the Board of Education.
 - 15.2.3 Leave of absence without pay shall be granted for any of the following reasons:
 - 15.2.3.1 Attending school or college to be trained to improve the quality of service or prepare for promotion. Evidence of enrollment must be supplied with the written request.
 - 15.2.3.2 After sick leave benefits have been depleted, a health leave shall be granted to unit members who are incapacitated by illness or injury in accordance with Education Code 45195. A written statement from the unit member's physician shall be required to establish the leave, and a written clearance shall be required for return to active duty.
 - 15.2.3.3 Eligible unit members may take an unpaid leave of absence, under the Federal Family and Medical Leave Act of 1993 (FMLA). This Article shall be subject to the Federal law requirements under FMLA in lieu of the grievance procedure. (Appendix F)
 - 15.2.4 A leave of absence shall not be granted to an employee in the bargaining unit if that the employee makes use of the leave in order to enter into other employment.
- 15.3 Upon returning from a leave of absence, the District will reinstate the unit member to his/her original position if the leave is 6 months or less. If the leave is longer than 6 months and arrangements have been made and stipulated in writing at the time of leave, the unit member may return to the original position. Otherwise, a unit member returning from leave of absence shall be eligible for reassignment within the classification.
- 15.4 Pregnancy disability leave shall be granted for a maximum of twelve (12) months upon written request.
 - 15.4.1 A statement from the employee's licensed physician must verify the beginning and ending dates of the period of incapacity. The beginning date of a

- maternity leave shall be effective when requested and mutually agreed to and verification is provided by the attending physician that the employee is pregnant.
- 15.4.2 Should the employee's health preclude return to duty at the end of the pregnancy disability leave, a health leave for a maximum of one year may be granted upon written request of the employee.
- 15.4.3 Unit members adopting a child shall be entitled to a leave after receiving de facto custody of the child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. The same consideration would be granted for extension of the period of leave as provided for employees on pregnancy disability leave.
- 15.4.4 Sick leave pay during pregnancy disability leave shall be in accordance with Section 15.6 of this Article.
- 15.5 Military Leave: The Board of Education shall grant a leave of absence to any employee for the duration of military service with the United States of America, subject only to presentation of satisfactory evidence of physical and mental fitness to serve the District on return from military service. Such absence shall not in any way affect the classification of the employee.
 - 15.5.1 In the case of probationary employees, military leave shall not alter the probationary status of the employee, and such absence shall not be construed as a break in the continuity of the service of such employee.
 - 15.5.2 An employee, while absent from duty because he/she is engaged in United States Armed Forces duty, who has been in the service of the District for a period of not less than one (1) year immediately prior to the day of which the absence begins, shall be entitled initially to receive one month's salary (or part thereof).
 - 15.5.3 Within 180 days after the honorable discharge of such employee from the armed forces of the United States of America, the employee shall be entitled to return to the position held by the employee at the time of the employee's entrance into the military service at the salary to which the employee would have been entitled had the employee continued in the services of the District.
 - 15.5.4 All unit members who are reserve members of the U.S. Armed Forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are other extenuating circumstances, the unit member should submit a written request to the Director Employee Resources giving full particulars therein before requesting orders for active duty training. A copy of the unit member's military orders shall be provided to the immediate supervisor and the Human Resources Department as soon as possible.

- 15.6 Sick Leave General Provisions: Every regular employee shall earn one (1) day of sick leave per full month of paid status to a maximum of twelve (12) per year. To qualify for a full month of paid status, the employee must be in paid status for fifty percent (50%) or more of the workdays during the month.
 - 15.6.1 Sick leave of absence with pay due to illness or injury is a privilege granted to school unit members to protect the health and welfare of both unit members and students.
 - 15.6.2 Unit members are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health. Among the reasons for which sick leave may be used are dental care, doctor visits, or other health purposed which require specialized treatment for themselves.
 - 15.6.3 Unit members shall be entitled to leave of absence for illness, accident, quarantine, or injury as provided by the Education Code. Any unused portion of the earned annual sick leave shall be accumulated without limit.
 - 15.6.4 A permanent unit member who resigns and is reemployed within thirty-nine (39) months, shall be reinstated all unused sick leave credit existing at the time of resignation, if any days are available, as provided in the Education Code.
 - 15.6.5 Verification of illness by a medical doctor may be required by the District of any absence of five (5) or more days for which sick leave is claimed.
 - 15.6.6 A Classified Leave Request absence form provided by the District shall be completed by each unit member requesting a leave.
 - 15.6.7 A probationary unit member may not use more than six (6) days of paid sick leave during their initial probationary period. If a probationary unit member does not pass their initial probationary period, a deducting shall be taken from the final pay warrant for use of any unearned sick leave.
 - 15.6.8 At the beginning of each fiscal year, the sick leave account of the bargaining unit member shall be increased by the number of days of paid sick leave, which would normally be earned in the ensuing fiscal year.
 - 15.6.9 In the event of termination prior to completion of the fiscal year, a deduction shall be taken from the final pay warrant for use of unearned sick leave.
 - 15.6.10 An employee who has been an employee of other California school districts for a period of one school year or more and who accepts a position in the Torrance Unified School District within one year of termination from the first school district shall have transferred with them to this school district the total amount of sick leave which was accumulated in the first school district upon

written request of the employee.

- 15.7 Extended Illness Benefits: When a regular employee has exhausted all accrued and advance sick leave, unit members shall be entitled to 100 working days of extended illness benefits. Any such days of extended sick leave benefits shall be compensated at no less than 50% (half pay) of the unit member's regular salary.
 - 15.7.1 At the option of the employee, unit members may also use any accrued vacation pay in lieu of half pay illness.
 - 15.7.2 Holidays that fall within the 100 day period shall be compensated at the regular rate of pay and included in the 100 day period. Compensation time will be treated like vacation usage.
 - 15.7.3 When medically cleared to assume the duties of the position during the thirtynine (39) month period, he/she shall be employed in vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with seniority regulations.
- 15.8 Industrial Accident and Illness Leave: Employees who are absent from duty because of a job-related illness or injury shall be granted leaves of absence for no more than sixty (60) working days in any one fiscal year for the same injury or illness (leave does not accumulate from year to year) with full salary.

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45195 and this rule.

- 15.8.1 Industrial injury or illness leave will commence on the first day of absence. Such industrial injury or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation awarded under workers' compensation.
- 15.8.2 Payment for wages lost on any day shall not, when added to an award granted employees under compensation laws, exceed the normal wage for the day.
 - Employees shall endorse the District wage-loss benefit checks received under the compensation laws.
- 15.8.3 The number of days of illness or injury leave under worker's compensation laws shall not be deducted from the number of days of illness or injury leave to which employees are entitled under provisions of the sick leave article (Section 15.6). When entitlement to industrial injury or illness leave has been exhausted, entitlement or other sick leave will be used, buy if employees are

- receiving workers' compensation, they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensating time vacation, or other available leave which, when added to the workers' compensation award, provides a full day's wage or salary.
- 15.8.4 If an industrial injury or illness leave occurs at a time when the sixty (60) days will overlap into the next fiscal year, employees shall be entitled to only that amount of time remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
 - 15.8.4.1 The District reserves the right to secure proof of industrial illness or injury to an employee.
- 15.8.5 Any time an employee on industrial injury or illness leave, in paid status, are able to return to work, they shall be reinstated in their position(s) without loss of pay or benefits.
- 15.8.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position be placed on a reemployment list for a period of thirty-nine (39) months.
- 15.8.7 When medically cleared to assume the duties of the position during the thirtynine (39) month period, he/she shall be employed in vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriated seniority regulations.
- 15.9 Bereavement Leave: A leave of absence with pay and without deductions from accumulated sick leave, not to exceed five (5) days, shall be granted to employees because of the death of any member of the immediate family or any relative living in the immediate household of the employees. (See Subsection 2.12 of Article 2) Under extenuating circumstances, the District may approve persons other than those listed herein.
 - 15.9.1 Three (3) additional days will be granted to employees if out-of-state travel or three hundred (300) miles intrastate travel is required because of the death of any member of the immediate family.
 - 15.9.2 Any additional days requested beyond those provided by this Agreement must be handled through the provisions of Section 15.10, Personal Necessity Leave, of this Agreement.
- 15.10 Personal Necessity Leave: A permanent employee, at their election may use up to seven (7) days of sick leave (providing that sick leave is available) in any instructional year in cases of personal necessity, including any of the following:

- 15.10.1 The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in the bereavement section of the Agreement. Member of the immediate family are determined in Subsection 2.12 of Article 2. Permission to use the bereavement section of this Agreement for other relatives because of extenuating circumstances may be granted by the Superintendent or designee.
- 15.10.2 Attendance at the funeral of a close relative or friend not living in the immediate household.
- 15.10.3 An accident involving the employee's property or property of a member of the employee's family. Such accident must:
 - a. be serious in nature;
 - involve circumstances employees cannot reasonably be expected to disregard; and
 - c. require the attention of employees during their assigned hours of services.
- 15.10.4 An illness or problem of a member of the employee's immediate household as defined in Item (a) of Subsection 15.10.3 above, serious in nature, which, under the circumstances, employees cannot reasonably be expected to disregard and which requires the attention of employees during their assigned hours of services.
- 15.10.5 Imminent danger to the homes of employees occasioned by a factor such as flood or fire, serious in nature, which, under the circumstances, employees cannot reasonably be expected to disregard and which requires the attention of employees during their assigned hours of services.
- 15.10.6 The birth of a child making it necessary for a member of the immediate family as defined in Subsection 2.12 of Article 2 to be absent from his/her position during the assigned hours of service.
- 15.10.7 Appearance in court as a litigant.
- 15.10.8 For the observance of religious holidays.
- 15.10.9 To participate in the activities of the school or child care facility (licensed day care and Kindergarten through 12 grade) of any child of which the employee is the parent, guardian or custodial grandparent provided by Section 230.8 of the Labor Code.
- 15.10.10 Up to three (3) of the seven (7) days may be used for a reason not specified above in 15.10 for other personal compelling business that cannot reasonably be expected to be conducted outside the unit member's regular working hours.

- 15.10.11 In the event that advance permission is required, a unit member shall secure such permission from his/her immediate supervisor using the prescribed form provided.
- 15.11 Jury Duty: The District shall grant a leave of absence to an employee who is in a position not requiring certification qualifications and who is called for jury duty in the manner provided by law. No more than two percent (2%) of the employees of the District shall be granted leaves of absence with pay for jury duty at any one time.
 - 15.11.1 The leave shall be granted with pay up to the amount of difference between the employees' regular earnings and any amount the employee receives as jurors' fees.
 - 15.11.2 Request for jury service leave should be made by presenting the official court summons of jury service to the unit member's immediate supervisor.
 - 15.11.3 A unit member who has received a leave of absence under this provision shall make himself/herself available for work at regularly scheduled working hours when his/her presence is not required by court; if the employee can do so and complete at least two (2) hours work during the employee's regular assigned hours, allowing for travel time and a thirty (30) minute meal period if the normal meal period was not provided by the court.
 - 15.11.4 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in a paid status, and all benefits occurring under the provisions of this Agreement shall continue to accrue under such absences.
- 15.12 Subpoena Leave: Leave of absence to serve as witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness other that as the litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court.
 - 15.12.1 Fees, exclusive of mileage, paid by the court or party requiring an employee's appearance shall be paid to the District. Such payment shall not exceed the employee's salary for the period of absence.
 - 15.12.2 Request for a leave of absence to serve as a witness should be made by presenting the official court summons to the unit member's immediate supervisor and forwarded to the Payroll Department.
 - 15.12.3 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in a paid status

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

15.13 Catastrophic Leave: Catastrophic Leave provisions permit unit members to withdraw sick leave credits from a Catastrophic Leave Bank when that unit member or member of his or her immediate family (as defined in Education Code 44985) suffers from a catastrophic illness or injury.

Definitions: 'Catastrophic illness' or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. It may not be used for elective surgery, personal necessity, normal pregnancy, substance abuse rehabilitation or bereavement. To be eligible for catastrophic leave, the unit member must have exhausted all accrued paid leave. Immediate family for the purposes of this leave shall be limited to the unit member's spouse, parent, or dependent children as defined in the Family Leave Act of 1993 (CFRA; Government Code Section 12945.2).

Rules and Procedures:

- 1. The Catastrophic Leave Bank shall be administered by a committee comprised of three (3) members appointed by the Association and three (3) members appointed by the District. Committee members shall serve for a three (3) year term with the first appointments being staggered terms of one, two, and three years' duration.
- 2. All unit members are eligible to contribute to the Catastrophic Leave Bank on a voluntary basis. A unit member's contribution to the Catastrophic Leave Bank is given on a voluntary basis. A unit member's contribution must be made on the appropriate form and shall be authorized by the unit member. Eligible sick leave credits must be donated at a minimum of one day and in full-day increments thereafter. A unit member's assigned work hours shall be considered a full day. All sick leave credit donations made to the Bank are irrevocable and are not designated to any one unit member.
- 3. Contributions may be made by permanent bargaining unit members at any time during the year. Unit members returning from extended leave, which included the enrollment period, will be permitted to contribute within 30 calendar days of beginning work. The District shall make available forms for participation in the Catastrophic Leave Bank.
- 4. The annual rate of contribution by each participating unit member for each fiscal year shall not exceed ten sick days for a full-time employee or (the number of assigned work hours per day X 10) for a part-time employee. To ensure that unit members retain sufficient accrued sick leave to meet the needs that

normally arise, donors shall preserve their accumulated sick leave at a minimum of ten days, except for retiring bargaining unit members who may donate up to their full amount of accrued sick leave at the time of their retirement.

- 5. A unit member must use all of their accumulated sick leave and vacation leave, but not difference pay as defined in Article 15, Section 15.7 in order to be eligible for a withdrawal from the Catastrophic Leave Bank.
- 6. If a unit member is incapacitated, applications may be submitted to the Committee on the appropriate form by an agent of the unit member or member of the unit member's immediate family.
- 7. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) days (based on the unit member's assigned work hours). A unit member may submit a request for extension of withdrawals as their prior grants expire. A unit member's withdrawal from the Bank may not exceed the statutory maximum period of twelve consecutive months or the equivalent of the annual salary for the position of the unit member (i.e. 10 month, 11 month, and 12 month).
- 8. Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank must submit:
 - a) verification by means of a letter, dated and signed by the ill or injured person's physician, that clearly states the unit member is incapable of meeting the responsibilities of his/her normal work assignment due to a devastating personal health circumstances or required to take time off of work to care for a family member. This should include the probable duration of the illness or injury and/or;
 - b) a statement describing their financial hardship. All such information shall be kept confidential.
- 9. The Catastrophic Leave Bank Committee shall have the responsibility of receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member requesting withdrawals of sick leave time, to the CSEA president, and to the Human Resources Department.
- 10. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days to the unit member. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days in the Bank, they shall notify the unit member, in writing, of the reason for the denial.
- 11. The Committee's authority shall be limited to administration of the Bank. The

Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

12. The Committee shall make every effort to review applications, approve or deny requests, and communicate decisions, in writing, to the applicants within fifteen (15) working days of receipt of the application.

Article 16

Transfer and Administrative Assignment

- 16.1 A transfer refers to a change within the same classification from one site to another.
- 16.2 Voluntary Transfer:
 - 16.2.1 Transfer requests may be granted at any time, subject to the availability of positions and the qualifications of the applicants.
 - 16.2.2 Bargaining unit members who have requested a transfer on the approved Personnel Commission form shall be given first consideration for lateral transfers based upon, but not limited to seniority, job performance, qualifications, and District needs and not subject to grievance.
 - 16.2.3 Bargaining unit members who are denied transfers may request, in writing, and shall be granted a meeting with the appropriate administrator to discuss the transfer. Unit members may have a CSEA representative at such meetings.
 - Following such meeting(s), unit members may request and shall receive written rationale for the denial of the transfer request. A copy of the written response to requests for the rationale shall become part of the employees' personnel files.
 - 16.3 Administrative Assignment: The Superintendent or designee, subject to the approval of the Board of Education, reserves the right to transfer staff at any time such assignment appears to be in the best interest of the District. Bargaining unit members may request a conference with the appropriate administrator and may also request a written rationale for the administrative assignment. A copy of the written rationale shall become part of the employees' personnel files.

Employee Rights

17.1 Personnel Files

- 17.1.1 Employees' personnel files shall not include ratings, reports, or records which:
 - a. are obtained prior to employment of employees;
 - b. were prepared by identifiable examination members; or
 - c. were obtained in connection with a promotional examination.

The excluded documents shall be kept in a separate jacket, not available to employees or their agent.

- 17.1.2 The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action of any kind shall be taken against an employee based upon materials, which are not in the personnel file.
- 17.1.3 Employees shall be provided with copies of derogatory written material ten (10) workdays before it is placed in the employee's personnel file. Along with such material, the employee shall be provided the appropriate District form indicating that this material will be placed into the employee's permanent personnel file. The form shall have the date of the document, the title and the number of pages of each item to be placed into the file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The employee shall obtain approval from the immediate supervisor of such opportunity in advance but not later than five
 - (5) days into the ten (10) day grace period. The written response shall be attached to the material and placed in the personnel file. Upon written request of the employee, the time limit for a written response may be extended.
- 17.1.4 An employee shall have the right during regular business hours but not during duty time, except with prior approval of supervisor, to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes rating, reports, or records which were obtained prior to the employment of the employee involved. An employee may authorize, in writing, a representative to review their file. The employee shall pay the established charge for copying.
- 17.1.5 All personnel files shall be kept in confidence and shall be available for inspection to other employees of the District on a need-to-know basis when necessary in the proper administration of the District's affairs or the supervision of the employee except as otherwise required by law. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the

employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee in accordance with Section 17.1.4 of this Article. The log shall be maintained in the employee's personnel file.

17.1.6 Any person who places written material in an employee's permanent personnel file shall sign and date the material.

Article 18

Layoff and Reemployment Procedures

18.1 Definitions

- 18.1.1 A "layoff" is the termination of a unit member because of lack of work or a lack of funds. A reduction in hours is considered a layoff for the purposes of this article. A unit member may be laid off if a position is being eliminated and the unit member has the least seniority in the classification, or the unit member has been displaced or bumped by a unit member whose position was eliminated.
- 18.1.2 A "reemployment right" is the right to the next vacant position in a classification ahead of any person who is not higher on the reemployment list and ahead of all new applicants.
- 18.1.3 A "reemployment list" is a list of the names of laid off unit members arranged in rank order from the greatest to least seniority in the classification from which the unit member was laid off plus higher classifications.
- 18.1.4 A "bumping right" is the right an employee may exercise, when actually facing layoff to displace a unit member with the least seniority regardless of the number of hours per day or days per year in the same classification or a lower classification in which the unit member who is facing layoff has formerly held permanent regular status and still meets minimum qualifications.
- 18.1.5 A "break in service" is a complete separation of a regular employment relationship with the District. An approved leave of absence, either paid or unpaid, is not considered a break in service.
- 18.1.6 "Higher classifications" shall refer to service in any classification, which receives a higher rate of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity of individual unit members.

18.2 Seniority

- 18.2.1 Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service means first date of employment within the classification.
- 18.2.2 Seniority or length of service for layoff purposes shall be calculated on the basis of hire date into a particular classification plus higher classifications.
 - 18.2.2.1 Time served prior to a break in service shall not be counted towards seniority, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if a unit member is reinstated, reemployed in regular status, or appointed to a regular position within thirty-nine (39) months after layoff while his/her name is on a reemployment list.
 - 18.2.2.2 Time served as a substitute or limited-term unit member prior to regular appointment shall not count towards seniority in classification.
- 18.2.3 In the event of a question of equal seniority where two (2) or more unit members have the same date of hire, layoff and reemployment shall be determined by lot.
- 18.2.4 The Human Resources Department will maintain an updated seniority list of unit members by classification and distribute it to all affected unit members including those in a different classification if relevant.
- 18.2.5 A unit member may challenge his/her place on the seniority list by making objections known in writing to the Director Employee Resources who shall review the objections and conduct an audit and make the results known to CSEA and the unit member prior to the effective date of any layoff involving the unit member.

18.3 Procedures

- 18.3.1 The District will give a unit member no less than sixty (60) calendar days notice prior to the effective date of their layoff. Such notices shall inform the unit member of his/her displacement rights, if any, and reemployment rights. Such notice shall also inform the unit member of a reasonable amount of time, five (5) working days from the date of notice of layoff in which to render a written decision, whether or not to exercise displacement rights, if any.
- 18.3.2 Unit members shall be laid off in inverse order of seniority by job classification. Unit members who have been employed the shortest time in the classification plus higher classifications shall be laid off first.
- 18.3.3 No permanent or probationary unit members shall be laid off from positions while unit members serving under emergency, provisional, limited-term, or substitute status are retained in positions of the same classification.

18.4 Reemployment

- 18.4.1 Laid off unit members are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff as vacancies become available.
- 18.4.2 Laid off unit members are responsible for maintaining a current address and phone number with Human Resources.
- 18.4.3 A reemployment list for each classification subject to layoffs will be established and maintained in Human Resources for the duration of any affected unit member's entitlement.
- 18.4.4 The names of unit members who are laid off will be placed on the reemployment list in accordance with length of service in the classification plus higher classifications.
- 18.4.5 Persons on layoff reemployment lists will be reemployed over all other candidates for a position vacancy.
- 18.4.6 Unit members on reemployment lists shall be eligible to compete for vacancies in other classifications for which they can qualify and shall be considered as promotional applicants as provided for in the rules of the merit system.
- 18.4.7 A unit member who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list, may be employed as a substitute or limited-term unit member in his/her original classification or any other classification for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment.
- 18.4.8 A permanent unit member who is laid off and is subsequently reemployed within thirty-nine (39) months shall have all rights and privileges restored. A probationary unit member shall continue to serve out the remainder of the probation period and shall also have all rights and privileges restored. No seniority credit shall be lost during periods of layoff from District.

18.5 Demotion In Lieu of Layoff

- 18.5.1 In lieu of being laid off, a unit member may elect demotion to a classification with a lower salary status in which he/she had previously served under permanent status and for which he/she is still qualified, provided that the unit member has more seniority in the classification than the incumbent unit member. He/she shall be allowed to bump the unit member with the least seniority in the lower classification.
- 18.5.2 To be considered for demotion in lieu of layoff, a unit member must notify the District in writing of such election not later than five (5) work days from the

date of unit member notice.

- 18.5.3 Any unit member demoted pursuant to this section shall be placed on the step of the salary range of the classification to which he/she is demoted which is closest to, but not greater than, his/her present salary.
- 18.5.4 A unit member displaced pursuant to this section shall have the same rights as persons laid off for lack of work or lack of funds.
- 18.5.5 Laid off unit members who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of sixty-three (63) months from the effective date of layoff or reduction. Such unit members shall be ranked in accordance with their seniority on the reemployment list.

18.6 Retirement In Lieu Of Layoff

18.6.1 A unit member who meets the qualifications may elect retirement under the Public Employees Retirement System (PERS) and shall be placed on an appropriate reemployment list. If a unit member subsequently accepts, in writing, an appropriate vacant position within the period of thirty-nine (39) months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.

18.7 Miscellaneous

- 18.7.1 If it is determined that a unit member has been improperly laid off and would have been otherwise entitled to employment, the unit member shall be reemployed and made whole immediately upon discovery of the error.
- 18.7.2 The above constitutes the full and complete understanding of the parties concerning layoff and effects of layoff. Those permanent unit members who as a result of layoff or as a result of bumping into the least senior position would lose their eligibility for health and welfare benefits (or a portion of those benefits), shall have those benefits continued at District expense for a minimum of one (1) calendar month from the effective date of change of status. Additionally, negatively affected unit members shall each have access to an external training program for which up to three (3) days of accumulated sick leave may be used. Additionally, release time will be provided to test for promotional opportunities in other District classifications.
- 18.7.3 CSEA retains its right to negotiate the decision to reduce hours as well as the effects of any such decision.

Article 19

Grievance

19.1 Definitions:

- 19.1.1 A "grievance" is a claim by or on behalf of one or more specifically named bargaining unit members or by the CSEA that there has been an alleged violation, misinterpretation, or misapplication of a provision or express term of this Agreement and that by reason of such alleged violation, misinterpretation, or misapplication, said employees' rights have been adversely affected.
- 19.1.2 A "grievant" is a bargaining unit member or CSEA Chapter 19 filing a grievance.
- 19.1.3 A "conferee" is a legal counsel, CSEA, Chapter 19 representative, or job site representative selected by the grievant.
- 19.1.4 A "witness" is any person required by the grievant or the District to give testimony during the grievance procedure.
- 19.1.5 An "immediate supervisor" is the lowest level administrator having jurisdiction over the grievant and who has the authority to resolve the particular grievance at the Informal Level.
- 19.1.6 A "workday" or "day" is any day when the central administration office of the Torrance Unified School District is open for business.
- 19.1.7 An "employer" is the elected unit known as the "Torrance Unified School District Board of Education."

19.2 Procedure

19.2.1 Informal Level:

Before filing a formal written grievance, the grievant shall have requested and held at least one informal conference with the immediate supervisor in a good faith effort to resolve the complaint. The request/conference shall be within 10 working days of the time when the grievant, by reasonable diligence, knew or should have known of the alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

19.2.2 Formal Level 1:

 a. If a satisfactory resolution of the alleged contract issue(s) is not reached through the informal process, the grievant(s) shall have the right to file a written grievance with the appropriate supervisor. This level of grievance shall be filed within fifteen (15) working days from the date of the informal meeting. The written grievance shall include:

- (1) statement of the grievance;
- (2) circumstances involved;
- (3) specific remedy sought; and
- (4) statement of the specific provision(s) alleged to have been violated.

Said written statement shall be prepared by the grievant and provided to the immediate supervisor on the approved form made available by the District.

- b. A meeting with the grievant will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the written grievance is received by the District. Within five (5) working days following the meeting, the supervisor will provide a written response and decision.
- c. In the event the immediate supervisor fails to conduct a hearing and render a decision in writing within five (5) working days, the grievant shall notify the Superintendent or designee who shall convene a hearing with the immediate supervisor and the grievant within two (2) days after notification and direct the immediate supervisor to render a decision in writing. Such a directed decision shall be made within five (5) working days.
- d. The Superintendent or designee will respond in writing within five (5) working days, or the grievance will move to Formal Level 2.

19.2.3 Formal Level 2:

- a. The grievant may appeal that decision rendered by the immediate supervisor by filing the written grievance with the Director Employee Resources or his/her designee within seven (7) working days.
- A hearing shall be scheduled within five (5) working days by the parties, upon receipt of the grievance. All parties may be represented at the hearing.
- c. The Director Employee Resources shall render a written decision within five (5) working days. Copies shall be sent to the grievant, immediate supervisor, and the CSEA Chapter 19 representative. If the grievance is resolved (acceptable to all parties) the remedy shall commence immediately.

19.2.4 Formal Level 3:

- a. If the grievant elects to pursue the matter further, the grievant may, within seven (7) working days, submit to the Superintendent a written request in a clear, concise statement of why the resolution at Formal Level 2 is not satisfactory and a suggested resolution by the grievant along with all materials from Formal Level I and Formal Level 2 for a Board of Education resolution. Upon receipt of such written request, the Superintendent shall, within ten (10) working days, request an executive session with the Board of Education to hear the grievance unless the grievant requests, in writing, a public hearing with the Board of Education on the alleged grievance.
- b. The Board of Education shall, after the hearing, render a decision, in writing, within ten (10) working days, which shall be final and binding on the parties.

19.3 Miscellaneous

- 19.3.1 The purpose of the grievance procedure is to secure at the lowest possible administrative level equitable solutions to the problems, which may, from time to time, arise affecting the welfare of working conditions of employees enumerated in this Agreement.
- 19.3.2 All bargaining unit members have the right to file grievances without fear of prejudice or reprisal.
- 19.3.3 Nothing contained herein shall be construed as to limiting the right of any employee alleging a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without the intervention of CSEA Chapter 19, provided the adjustment is not inconsistent with the terms of this Agreement and that CSEA Chapter 19, has been given the opportunity to be present at such adjustment and to state its views.
- 19.3.4 The grievant shall be entitled, upon request, to representation by CSEA, Chapter 19, and at all formal grievance levels. The grievant will not be required to discuss the grievance without a representative present.
- 19.3.5 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
- 19.3.6 No public comments shall be made by any party involved in the grievance procedure at any level until the grievance has been resolved.
- 19.3.7 If the same alleged complaint, or substantially the same alleged complaint, is

made by more than one bargaining unit member, only one member on behalf of himself/herself and the other grievant shall process the grievance through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.

19.3.8 The District shall make available for testimony in connection with the grievance procedure any District employees with knowledge of the grievance whose appearance is requested by the grievant.

19.4 Forms

19.4.1 Forms for filing grievances shall be prepared jointly by the Superintendent or designee and CSEA, Chapter 19.

19.5 Timelines

- 19.5.1 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement.
- 19.5.2 Failure of the grievant to abide by the time limits specified in this article shall result in the grievance being deemed abandoned except under extenuating circumstances.
- 19.5.3 Grievance resolution matters may be performed during the workday but shall be conducted at times approved by the grievant and the immediate supervisor. The Director Employee Resources or designee shall solve conflicts, which may arise within the spirit of making appropriate time available for the solving of grievances. The grievance resolution hearing, or hearings, may be conducted during the regular workday; and the grievant and CSEA, Chapter 19, representative and required witnesses shall be released from duty without loss of compensation.

Article 20

Conditions of Employment

When work assignments result in perceived additional workloads for an employee, the employee may notify his/her immediate supervisor to discuss workload concerns. The employee and his/her immediate supervisor will meet in an attempt to address the employee's concerns. The immediate supervisor, may, with the input from the employee, make determinations as to the priority of the new tasks and the original tasks. This Article is not subject to the grievance procedure.

Article 21

Classification, Reclassification, and Abolishment of Positions

- 21.1 The Board of Education may create new positions or approve re-organization that modifies the duties and/or responsibilities of a classification or position, which come under the bargaining unit.
- 21.2 As the Torrance Unified School District is a merit district, re-classifications must be done in accordance with the rules of the Personnel Commission and are not subject to the grievance procedure.
 - 21.2.1 Requests for a reclassification study for a position may be initiated by an employee, the District Administration, or a recognized employee organization. Request initiated by an employee or an employee organization shall include a listing of duties and a statement indicating the reasons the employee feels a reclassification is justified. Requests initiated by the District Administration shall include the above information as well as a statement by the employee's supervisor verifying the authorized duties of the position.
- 21.3 In the event of an abolishment of a position at any District site, the employee who held the abolished position shall have the same rights as any employee during a layoff. These rights are outlined in Article 18 of this Agreement

Article 22

Promotion

- 22.1 All promotional examinations shall be in accordance with state and federal regulations.
- 22.2 All promotions for bargaining unit members shall be subject to competitive examinations as provided in the Personnel Commission Rules and Regulations.
- 22.3 Employees promoted to a position in a higher classification shall be placed on a salary step that will insure a salary increase that will approximate two and one-half percent (2.5%).
- 22.4 An employee in the bargaining unit who is promoted to a higher classification shall receive a salary step increase upon the successful completion of the probationary period.

Article 23

Severability

- 23.1 Savings 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 this Agreement, such provision shall be immediately suspended and be of no effect hereunder, so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 23.2 Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article 24

Negotiations Procedure

- 24.1 The District and CSEA, shall present its their initial proposals to the Board of Education in a public meeting no later than the second last regular meeting of the Board in March of the calendar year in which this Agreement expires. Before the Board takes action on a negotiated agreement, disclosure will be made at a public meeting of the major provisions of the agreement, including the costs that would be incurred by the District under the agreement for the current and subsequent fiscal years.
- 24.2 Either party to this Agreement may use the services of outside consultants to assist in the negotiations.
- 24.3 The District and CSEA, may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- 24.4 Negotiations shall take place at mutually agreeable times and places but not later than thirty (30) calendar days after parties' initial proposals have been presented to the Board of Education for public comment.
- 24.5 Impasse, mediation, and fact-finding shall be governed by applicable Government Code sections and PERB (Public Employment Relations Board) rules.
- 24.6 Employees shall be given reasonable paid release time for negotiations. Reasonable paid release time is defined as a maximum of fifteen (15) days of duty

time for up to six (6) unit members of a total of seventy-five (75) employee days which shall be taken in not less than one-half (1/2) day segments, except by mutual consent of the parties or until an agreement is tentatively agreed upon. Additional bargaining unit members may be released to attend negotiations as needed to provide expert advice regarding specific issues, with prior notice.

- 24.7 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by the parties and meet the legal requirements of the Government Code.
- 24.8 Both parties agree that this agreement will close negotiations regarding salary and benefits for the 2021-22 and 2022-23 contract years. Both parties agree that for the 2022-23 contract year that negotiations may occur for two (2) articles of mutual interest and one (1) additional article of each party's choosing. Both parties agree that for the 2023-24 contract year either party may, by prior notice to the other party, reopen for collective bargaining negotiations the salary article, the health and welfare article and two (2) other articles of each party's choice.

Article 25

Effects of Agreement and Zipper Clause

- 25.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over the District policies and procedures and State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such policies and procedures shall be controlling.
- 25.2 During the term of this Agreement, CSEA and the District shall not be obligated to negotiate, except where otherwise provided for in this Agreement on matters contained, within this Agreement or matters that were considered during the process of reaching this Agreement.
- 25.3 In the event that the District desires to change or terminate a previously controlling policy, practice or procedures that has a generalized and continuing effect on the bargaining unit, that is within the scope of representation, that is not covered by this Agreement shall be subject to the bargaining process as set out in Government Code Section 3540 et seq.

Article 26 - DURATION

26.1 Length of Agreement: This Agreement shall become effective on July 1, 2021, and shall continue in effect to and including June 30, 2024 and shall automatically remain in effect for each succeeding twelve (12) months, or until completion of a binding written Agreement by the parties, which shall supersede this Agreement.

This tentative agreement is subject to a final approval by Torrance Chapter 19 members and by the Torrance Unified School District Board of Education.

California School Employees Associand its Torrance Chapter 19	ciation	Torrance Unified School District	
Kay L. Peterson Kay L. Peterson (Feb 2, 2022 15:03 PST)	Feb 2, 2022	Keith Butler Keith Butler (Feb 2, 2022 14:51 PST)	Feb 2, 202
Kay Peterson	Date	Keith Butler	Date
Vice President Chapter 19		Chief Business Officer	
Denise Aguay Denise Aguayo (Feb 2, 2002 15:27 95)	feb 2, 1	Dylan Farris Dylan Farris (Feb 2, 2022 15:27 PST)	Feb 2, 202;
Denise Aguayo	Date	Dylan Farris	Date
Member		Chief Personnel Officer	
Danielle Sibley Danielle Sibley (Feb 2, 2022 15:24 PST) Danielle Sibley Treasurer	- Feb2,300 Date		
Tania Kalemkiarian	Feb 2, 20		
Tania Kalemkiarian Secretary	Date		
Robert DeWitz	Feb 2, 202		
Robert DeWitz	Date		
Labor Relations Representative			

CSEA 19 VP: KP CSEA LRR: TUSD CBO: KB TUSD CPO: DF

MEMORANDUM OF UNDERSTANDING BETWEEN THE TORRANCE UNIFIED SCHOOL DISTRICT AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #19

College-Career Counseling Coordinators Unit Modification

This Memorandum of Understanding (MOU) is between Torrance Unified School District ("District") and the California School Employees Association and its Chapter 19 ("CSEA") and sets forth the parties' agreed upon negotiated effects of a unit modification to include the previously unrepresented College-Career Counseling Coordinators.

To these ends, the District and CSEA agree as follows:

California School Employees Association

- 1. The bargaining unit shall be modified to include the College-Career Counseling Coordinator classification which currently includes four (4) established positions.
- 2. The individuals currently employed in the classification upon the execution of this agreement shall maintain their current salary schedule and have their current District contribution to health benefits and life insurance maintained. In the event future negotiated increases to the District's contribution to fringe benefits exceed the maintained rate, the affected employees shall receive the newly established rate for the bargaining unit. Any employees hired after the execution of this agreement shall receive the negotiated District contribution established by the collective bargaining agreement, even if that negotiated District contribution is lower than the maintained rate.
- 3. Within thirty (30) days upon District board approval and CSEA ratification of this agreement, the District and CSEA shall submit a joint proposal with the Public Employees Relations Board (PERB) to modify the existing unit to include the classification.
- 4. Within thirty (30) days upon receipt of the approved unit modification from PERB, the District shall provide one (1) hour of release to each College-Career Counseling Coordinator for CSEA to conduct a new employee orientation.

This memorandum of understanding is subject to a final approval by Torrance Chapter 19 and by the Torrance Unified School District Board of Education.

Torrance Unified School District

and its forfance chapter 19			
Denise Aguayo Denise Aguayo (Jan 19, 2021 19:33 PST)	Jan 19, 2021	Keith Butler, Ph. D. Keith Butler, Ph.D. (Jan 21, 2021 10:56 PST)	Jan 21, 2021
Denise Aguayo President Chapter 19	Date	Keith Butler Chief Business Officer	Date
Robert DeWit	Jan 19, 2021	Mario Liberati Mario Liberati (Jan 21, 2021 15:38 PST)	Jan 21, 2021
Robert DeWitz	Date	Mario Liberati Senior Director, Human Resources	Date

MEMORANDUM OF UNDERSTANDING **BETWEEN** TORRANCE UNIFIED SCHOOL DISTRICT AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #19

Health Services Assistants Increased Hours

October 14, 2021

This Memorandum of Understanding ("MOU") is between the Torrance Unified School District ("District") and the California School Employees Association and its Chapter #19 ("CSEA") and sets forth the parties' agreed upon negotiated decision and effects regarding the permanent increase in hours of bargaining unit members in the Health Services Assistant classification.

To these ends, the District and CSEA agree as follows:

- 1. Unit members in the Health Services Assistant ("HSA") classification shall be permanently increased to seven (7) hours per day. It is the intent of the District to establish one (1) HSA contracted for seven (7) hours at each school site.
- 2. Opportunities for increased hours shall be offered by seniority. Unit members may elect to retain an assignment of 3.5-hours. Unit members who reject an assignment of seven (7) hours, shall be afforded subsequent opportunities to be increased to seven (7) hours by seniority through attrition.
- 3. As 3.5-hour HSA positions become vacant, the positions shall be increased to seven (7) hours and remaining 3.5-hour HSAs shall be offered the opportunity to increase by seniority until all school sites are assigned one (1) seven (7) hour HSA. In the event the last remaining 3.5-hour HSA declines the opportunity to increase hours, the District shall retain and fill the 3.5-hour vacant position until the last remaining 3.5-hour HSA accepts an increase.
- 4. It is the intent of the District to minimize, to the degree possible, disruption and displacement of unit members based upon the availability of HSA positions and the unit members' preference by seniority. Unit members shall be afforded the opportunity, by seniority, to stay at their site or elect to move to an available site in situations in which the election or rejection for increased hours require at least one unit member to be transferred.
- 5. For the purpose of this agreement, seniority is defined as length of service calculated by the date of hire into the bargaining unit.

6. The District shall notify CSEA of any and all increases and/or eliminations of vacant parttime HSA positions.

This MOU is subject to a final approval by Torrance Chapter 19 members and by the Torrance Unified School District.

California School Employees Associand its Torrance Chapter 19	ciation	Torrance Unified School District	
Denise Aguayo Denise Aguayo (Oct 14, 2021 13:52 PDT)	Oct 14, 2021	Keith Butler Keith Butler (Oct 14, 2021 12:34 PDT)	Oct 14, 2021
Denise Aguayo President Chapter 845	Date	Keith Butler Chief Business Officer	Date
Robert DeWitz	Oct 14, 2021	Dylan Farris Dylan Farris (Oct 14, 2021 13:15 PDT)	Oct 14, 2021
Robert DeWitz Labor Relations Representative	Date	Dylan Farris Chief Personnel Officer	Date

TORRANCE UNIFIED SCHOOL DISTRICT

EFFECTIVE DATE: JULY 1, 2021

CLASSIFIED SALARY SCHEDULE BARGAINING UNIT B - CLERICAL/TECHNICAL 2021-2022

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
ACCOUNTING							
Fiscal Services Assistant	12	3608.00	3783.00	3975.00	4173.00	4380.00	12
	10	3698.20	3877.57	4074.37	4277.32	4489.50	112
	15	3788.40	3972.15	4173.75	4381.65	4599.00	212
	20	3878.60	4066.72	4273.12	4485.97	4708.50	312
	25	3968.80	4161.30	4372.50	4590.30	4818.00	412
Account/Payroll Clerk	16	3980.00	4178.00	4383.00	4604.00	4833.00	16
, isosanar ajron cioni	10	4079.50	4282.45	4492.57	4719.10	4953.82	116
	15	4179.00	4386.90	4602.15	4834.20	5074.65	216
	20	4278.50	4491.35	4711.72	4949.30	5195.47	316
	25	4378.00	4595.80	4821.30	5064.40	5316.30	416
Association Operatellat	40	44.00.00	1007.00	1000.00	4005.00	5000.00	
Accounting Specialist	18	4180.00	4387.00	4606.00	4835.00	5082.00	18
	10	4284.50	4496.67	4721.15	4955.87	5209.05	118
	15	4389.00	4606.35	4836.30	5076.75	5336.10	218
	20	4493.50	4716.02	4951.45	5197.62	5463.15	318
	25	4598.00	4825.70	5066.60	5318.50	5590.20	418
Fiscal Services Specialist	19	4283.00	4496.00	4723.00	4957.00	5206.00	19
	10	4390.07	4608.40	4841.07	5080.92	5336.15	119
	15	4497.15	4720.80	4959.15	5204.85	5466.30	219
	20	4604.22	4833.20	5077.22	5328.77	5596.45	319
	25	4711.30	4945.60	5195.30	5452.70	5726.60	419
ASB Accounting Specialist	20	4391.00	4609.00	4836.00	5083.00	5337.00	20
· ·	10	4500.77	4724.22	4956.90	5210.07	5470.42	120
	15	4610.55	4839.45	5077.80	5337.15	5603.85	220
	20	4720.32	4954.67	5198.70	5464.22	5737.27	320
	25	4830.10	5069.90	5319.60	5591.30	5870.70	420
Budget Specialist	21	4500.00	4727.00	4963.00	5211.00	5468.00	0.4
Senior Fiscal Services Specialist	10	4612.50	4845.17	5087.07	5341.27	5604.70	21
German Fristan Gervices openianat	15	4725.00	4963.35	5211.15	5471.55	5741.40	121
	20	4837.50	5081.52	5335.22	5601.82	5878.10	221
	25	4950.00	5199.70	5459.30	5732.10	6014.80	321
	25	4930.00	3199.70	3439.30	3732.10	0014.00	421
Payroll - Position Control Coordinator	23	4727.00	4965.00	5212.00	5474.00	5742.00	23
	10	4845.17	5089.12	5342.30	5610.85	5885.55	123
	15	4963.35	5213.25	5472.60	5747.70	6029.10	223
	20	5081.52	5337.37	5602.89	5884.55	6172.65	323
	25	5199.70	5461.50	5733.20	6021.40	6316.20	423

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
CLERICAL							
Health Services Assistant	9	3346.00	3508.00	3692.00	3872.00	4064.00	9
	10	3429.65	3595.70	3784.30	3968.80	4165.60	109
	15	3513.30	3683.40	3876.60	4065.60	4267.20	209
	20	3596.95	3771.10	3968.90	4162.40	4368.80	309
	25	3680.60	3858.80	4061.20	4259.20	4470.40	409
Office Assistant	10	3430.00	3607.00	3782.00	3974.00	4170.00	10
	10	3515.75	3697.17	3876.55	4073.35	4274.25	110
	15	3601.50	3787.35	3971.10	4172.70	4378.50	210
	20	3687.25	3877.52	4065.65	4272.05	4482.75	310
	25	3773.00	3967.70	4160.20	4371.40	4587.00	410
Data Control Office Assistant	12	3608.00	3783.00	3975.00	4173.00	4380.00	12
District Office Assistant	10	3698.20	3877.57	4074.37	4277.32	4489.50	112
Human Resources Assistant	15	3788.40	3972.15	4173.75	4381.65	4599.00	212
School-To-Career Employment Assistant	20	3878.60	4066.72	4273.12	4485.97	4708.50	312
Senior Office Assistant	25	3968.80	4161.30	4372.50	4590.30	4818.00	312 412
Special Education Office Assistant							412
Adult Education Distance Learning Specialist	14	3785.00	3977.00	4177.00	4382.00	4603.00	14
Adult Education Specialist	10	3879.62	4076.42	4281.42	4491.55	4718.07	114
Transportation Assistant	15	3974.25	4175.85	4385.85	4601.10	4833.15	214
	20	4068.87	4275.27	4490.27	4710.65	4948.22	314
	25	4163.50	4374.70	4594.70	4820.20	5063.30	414
Adult Education Student Support Services Technician	15	3880.00	4073.00	4277.00	4493.00	4715.00	15
Superintendent's Office Assistant	10	3977.00	4174.82	4383.92	4605.32	4832.87	115
Vocational Rehabilitation Technician	15	4074.00	4276.65	4490.85	4717.65	4950.75	215
Workforce Investment Act (WIA) Test. Spec.	20	4171.00	4378.47	4597.77	4829.97	5068.62	315
Transfer in Sound in the (1.1. y 1.66). Specific	25	4268.00	4480.30	4704.70	4942.30	5186.50	415
Nutrition Services Technician	16	3980.00	4178.00	4383.00	4604.00	4833.00	16
Human Resources Technician (Substitutes)	10	4079.50	4282.45	4492.57	4719.10	4953.82	
School Staff Assistant I	15	4179.00	4386.90	4602.15	4834.20	5074.65	116
Staff Secretary	20	4278.50	4491.35	4711.72	4949.30	5195.47	216
Stall Occidity	25	4378.00	4595.80	4821.30	5064.40	5316.30	316
	23	4070.00	4000.00	4021.00	3004.40	3310.30	416
Adult Education Assessment & Attendance Tech.	17	4075.00	4279.00	4496.00	4723.00	4952.00	17
Benefits Technician	10	4176.87	4385.97	4608.40	4841.07	5075.80	117
Enrollment & Student Services Tech.	15	4278.75	4492.95	4720.80	4959.15	5199.60	217
Health Services Technician	20	4380.62	4599.92	4833.20	5077.22	5323.40	317
	25	4482.50	4706.90	4945.60	5195.30	5447.20	417

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
Benefits Specialist	18	4180.00	4387.00	4606.00	4835.00	5082.00	18
Special Education Specialist	10	4284.50	4496.67	4721.15	4955.87	5209.05	118
	15	4389.00	4606.35	4836.30	5076.75	5336.10	218
	20	4493.50	4716.02	4951.45	5197.62	5463.15	318
	25	4598.00	4825.70	5066.60	5318.50	5590.20	418
Human Resources Specialist	19	4283.00	4496.00	4723.00	4957.00	5206.00	19
Licensed Vocational Nurse	10	4390.07	4608.40	4841.07	5080.92	5336.15	119
Personnel Commission Specialist	15	4497.15	4720.80	4959.15	5204.85	5466.30	219
School Staff Assistant II	20	4604.22	4833.20	5077.22	5328.77	5596.45	319
Special Education Staffing Specialist	25	4711.30	4945.60	5195.30	5452.70	5726.60	419
Staff Assistant							
Staff Assistant – Facilities							
Staff Assistant – Special Education							
Staff Assistant – Student Services &							
Family Welcome Enrollment Center							
Testing Specialist							
Special Education MAA/LEA Billing Specialist	20	4391.00	4609.00	4836.00	5083.00	5337.00	20
	10	4500.77	4724.22	4956.90	5210.07	5470.42	120
	15	4610.55	4839.45	5077.80	5337.15	5603.85	220
	20	4720.32	4954.67	5198.70	5464.22	5737.27	320
	25	4830.10	5069.90	5319.60	5591.30	5870.70	420
Categorical Funding Specialist	21	4500.00	4727.00	4963.00	5211.00	5468.00	21
Credential Specialist	10	4612.50	4845.17	5087.07	5341.27	5604.70	121
Testing Coordinator	15	4725.00	4963.35	5211.15	5471.55	5741.40	221
	20	4837.50	5081.52	5335.22	5601.82	5878.10	321
	25	4950.00	5199.70	5459.30	5732.10	6014.80	421
Vocational Assessment Technician	27	5216.00	5481.00	5759.00	6043.00	6343.00	27
Career Planning and Placement Coordinator	10	5346.40	5618.02	5902.97	6194.07	6501.57	127
	15	5476.80	5755.05	6046.95	6345.15	6660.15	227
	20	5607.20	5892.07	6190.92	6496.22	6818.72	327
	25	5737.60	6029.10	6334.90	6647.30	6977.30	427
Administrative Assistant	29	5482.00	5760.00	6044.00	6344.00	6666.00	29
Adult Education Technology Support Specialist	10	5619.05	5904.00	6195.10	6502.60	6832.65	129
	15	5756.10	6048.00	6346.20	6661.20	6999.30	229
	20	5893.15	6192.00	6497.30	6819.80	7165.95	329
	25	6030.20	6336.00	6648.40	6978.40	7332.60	<i>4</i> 29
Senior Administrative Assistant – Educational Services	30	5624.00	5898.00	6194.00	6508.00	6833.00	30
Senior Administrative Assistant – ETIS	10	5764.60	6045.45	6348.85	6670.70	7003.82	130
	15	5905.20	6192.90	6503.70	6833.40	7174.65	230
	20	6045.80	6340.35	6658.55	6996.10	7345.47	330
	25	6186.40	6487.80	6813.40	7158.80	7516.30	430

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
INFORMATION TECHNOLOGIES							
Information Technologies Technician	19	4283.00	4496.00	4723.00	4957.00	5206.00	19
	10	4390.07	4608.40	4841.07	5080.92	5336.15	119
	15	4497.15	4720.80	4959.15	5204.85	5466.30	219
	20	4604.22	4833.20	5077.22	5328.77	5596.45	319
	25	4711.30	4945.60	5195.30	5452.70	5726.60	419
Systems Support Specialist	22	4613.00	4843.00	5084.00	5343.00	5607.00	22
	10	4728.32	4964.07	5211.10	5476.57	5747.17	122
	15	4843.65	5085.15	5338.20	5610.15	5887.35	222
	20	4958.97	5206.22	5465.30	5743.72	6027.52	322
	25	5074.30	5327.30	5592.40	5877.30	6167.70	422
Software Specialist	25	4966.00	5214.00	5477.00	5744.00	6039.00	25
	10	5090.15	5344.35	5613.92	5887.60	6189.97	125
	15	5214.30	5474.70	5750.85	6031.20	6340.95	225
	20	5338.44	5605.05	5887.77	6174.80	6491.92	325
	25	5462.60	5735.40	6024.70	6318.40	6642.90	425
							420
State Information Exchange Specialist	27	5216.00	5481.00	5759.00	6043.00	6343.00	27
	10	5346.40	5618.02	5902.97	6194.07	6501.57	127
	15	5476.80	5755.05	6046.95	6345.15	6660.15	227
	20	5607.20	5892.07	6190.92	6496.22	6818.72	327
	25	5737.60	6029.10	6334.90	6647.30	6977.30	427
Information Technologies Network Spec.	28	5349.00	5610.00	5897.00	6191.00	6502.00	28
	10	5482.72	5750.25	6044.42	6345.77	6664.55	128
	15	5616.45	5890.50	6191.85	6500.55	6827.10	228
	20	5750.17	6030.75	6339.27	6655.32	6989.65	328
	25	5883.90	6171.00	6486.70	6810.10	7152.20	<i>4</i> 28
Technology Support Specialist	29	5482.00	5760.00	6044.00	6344.00	6666.00	29
	10	5619.05	5904.00	6195.10	6502.60	6832.65	129
	15	5756.10	6048.00	6346.20	6661.20	6999.30	229
	20	5893.15	6192.00	6497.30	6819.80	7165.95	329
	25	6030.20	6336.00	6648.40	6978.40	7332.60	429
							0
Information Technologies Database Spec.	31	5763.00	6031.00	6346.00	6671.00	6998.00	31
	10	5907.07	6181.77	6504.65	6837.77	7172.95	131
	15	6051.15	6332.55	6663.30	7004.55	7347.90	231
	20	6195.22	6483.32	6821.95	7171.32	7522.85	331
	25	6339.30	6634.10	6980.60	7338.10	7697.80	431

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
Webmaster - Media Specialist	36	6517.00	6840.00	7187.00	7542.00	7922.00	36
	10	6679.92	7011.00	7366.67	7730.55	8120.05	136
	15	6842.85	7182.00	7546.35	7919.10	8318.10	236
	20	7005.77	7353.00	7726.02	8107.65	8516.15	336
	25	7168.70	7524.00	7905.70	8296.20	8714.20	436
Database Analyst	38	6847.00	7190.00	7548.00	7928.00	8327.00	38
Network Analyst	10	7018.17	7369.75	7736.70	8126.20	8535.17	138
	15	7189.35	7549.50	7925.40	8324.40	8743.35	238
	20	7360.52	7729.25	8114.10	8522.60	8951.52	338
	25	7531.70	7909.00	8302.80	8720.80	9159.70	438
Systems Analyst	40	7197.00	7552.00	7931.00	8330.00	8744.00	40
	10	7376.92	7740.80	8129.27	8538.25	8962.60	140
	15	7556.85	7929.60	8327.55	8746.50	9181.20	240
	20	7736.77	8118.40	8525.82	8954.75	9399.80	340
	25	7916.70	8307.20	8724.10	9163.00	9618.40	440
INSTRUCTIONAL MEDIA							
Library/Media Specialist	14	3785.00	3977.00	4177.00	4382.00	4603.00	14
	10	3879.62	4076.42	4281.42	4491.55	4718.07	114
	15	3974.25	4175.85	4385.85	4601.10	4833.15	214
	20	4068.87	4275.27	4490.27	4710.65	4948.22	314
	25	4163.50	4374.70	4594.70	4820.20	5063.30	414
PURCHASING AND PRINT SHOP							
Purchasing Assistant	12	3608.00	3783.00	3975.00	4173.00	4380.00	12
	10	3698.20	3877.57	4074.37	4277.32	4489.50	112
	15	3788.40	3972.15	4173.75	4381.65	4599.00	212
	20	3878.60	4066.72	4273.12	4485.97	4708.50	312
	25	3968.80	4161.30	4372.50	4590.30	4818.00	412
Reprographics Technician	13	3694.00	3877.00	4066.00	4275.00	4492.00	13
	10	3786.35	3973.92	4167.65	4381.87	4604.30	113
	15	3878.70	4070.85	4269.30	4488.75	4716.60	213
	20	3971.05	4167.77	4370.95	4595.62	4828.90	313
	25	4063.40	4264.70	4472.60	4702.50	4941.20	413
Purchasing Technician	15	3880.00	4073.00	4277.00	4493.00	4715.00	15
	10	3977.00	4174.82	4383.92	4605.32	4832.87	115
	15	4074.00	4276.65	4490.85	4717.65	4950.75	215
	20	4171.00	4378.47	4597.77	4829.97	5068.62	315
	25	4268.00	4480.30	4704.70	4942.30	5186.50	415

(Monthly Salary Rates)

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
Educational Materials Specialist	18	4180.00	4387.00	4606.00	4835.00	5082.00	18
	10	4284.50	4496.67	4721.15	4955.87	5209.05	118
	15	4389.00	4606.35	4836.30	5076.75	5336.10	218
	20	4493.50	4716.02	4951.45	5197.62	5463.15	318
	25	4598.00	4825.70	5066.60	5318.50	5590.20	418
Reprographics Specialist	20	4391.00	4609.00	4836.00	5083.00	5337.00	20
	10	4500.77	4724.22	4956.90	5210.07	5470.42	120
	15	4610.55	4839.45	5077.80	5337.15	5603.85	220
	20	4720.32	4954.67	5198.70	5464.22	5737.27	320
	25	4830.10	5069.90	5319.60	5591.30	5870.70	420
Buyer	26	5092.00	5346.00	5610.00	5895.00	6190.00	26
	10	5219.30	5479.65	5750.25	6042.37	6344.75	126
	15	5346.60	5613.30	5890.50	6189.75	6499.50	226
	20	5473.90	5746.95	6030.75	6337.12	6654.25	326
	25	5601.20	5880.60	6171.00	6484.50	6809.00	426
Senior Buyer	34	6203.00	6511.00	6838.00	7182.00	7540.00	34
	10	6358.07	6673.77	7008.95	7361.55	7728.50	134
	15	6513.15	6836.55	7179.90	7541.10	7917.00	234
	20	6668.22	6999.32	7350.85	7720.65	8105.50	334
	25	6823.30	7162.10	7521.80	7900.20	8294.00	434

ANNIVERSARY INCREMENTS

STEP 10 2.50% STEP 15 5.00% STEP 20 7.50% STEP 25 10.00%

BU UB / SAL N Board Amended: 02/22/2022

College-Career Counseling Coordinator	B1	4980.00	5235.00	5488.00	5769.00	6058.00	001
	10	5129.40	5392.05	5652.64	5942.07	6239.74	101
	15	5241.45	5509.83	5776.12	6071.87	6376.04	201
	20	5390.85	5666.88	5940.76	6244.94	6557.78	301

ANNIVERSARY INCREMENTS

STEP 10 3.00% STEP 15 5.25% STEP 20 8.25%

Torrance Unified School District

2022-2023 School Year Calendar

Torr	ance	e Uni	fied S	Schoo	ol Dis	stric	t				20)22-20	023 S	chool	Year	Cale	enda	ar					Во	ard A	pprove	d: Ma	arch 1,	2021
	A	UGUS	ST			S	EPTE	ЕМВ	BER				0	СТОВЕ	ER.				NOV	EMB	ER				DE	СЕМЕ	BER	
M	Т	W	TH	F	M	7	r v	W	TH	F	Ī	M	Т	W	TH	F		M	Т	W	TH	F	1	M	Т	W	TH	F
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		JUNE	E		<u>Fir</u>	st Sem	ester:	92 d	days		Sec	ond Sen	<u>nester</u> :	88 days		Progre	ess R	eports (ES):	End	of Quar	ter (HS	S/MS	<u>S)</u> <u>G</u> 1	raduatio	on (Pro	motion	MS)
M	Т	W	TH	F		^ ′	Teache	ers R	<i>eport</i>				Au	gust 23				Oc	tober 14	1st Q	uarter		Nov	4 Ad	lult School	ol		June 1
			1	2		: <u>s</u>	tudent	ts Re	port .				Au	gust 25		December 2 1st Semester			an. 2	27 Hi	gh Schoo	1	J	une 14				
5	6	7	8	9		» <u>.</u>	Studen	ts La	ast Day	<u>,</u>				June 15			March 24 3 rd Quarter M			N	Mar 31 Middle School June			une 15				
12	13	14	» 15	+# 16		+ 2	Teache	ers L	ast Da	<u>y</u>				June 16		Achiev	emen	t Reports	<u>(ES)</u> :	2 nd Se	emester	Jı	June 16 Adult Education			<u>cation</u>		
19	20	21	22	23		<u>Par</u>	ent Co	nfere	ences (1	<u>ES)</u> :			Jan 23	- Feb 1				Jar	uary 20	<u>A</u>	lult Ed Rep		ers	Fa	11		Aug 23 -	Dec 8
26	27	28	29	30		Invi	te-Onl	y Co	nferen	ces (ES	<u>)</u> : (Oct 20-2	1 and Ma	ar 29-31					June 15		Aug	ust 23		Wi	nter	:	Jan 4 – N	Aar 16
				* 40	LIDAY	S DED	FDLIC	`^ TI	ON CO	DE §37	7221	0				1	DATE	IN 2022/2	1		DAY OF	WEEK	-	Sp	ring	N	Mar 20 –	Jun 2
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*Indep	endence	Day	July 4)22/23		Mo	nday					July 4				# Augus	st 23			Tueso	lay			Tea	achers Rep	ort		
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	tmas Day Year's E		Decemi				nday day					Decem				X Non X Octob		ching Da	<u>ys</u>	Wedn	esday			Lo	cal Non-In	struction	al Dav	
	Year's D		January				nday					i					mber 2	1-23			thru Wed	l.					-	
*M.L.	King Jr.	•	January				nday					3 rd Mor	nday in Jar	nuary						Local Non-Instructional Days Winter Break								
	oln Day		Februar	-			nday					February 12			X March 17 Friday Local Non-Instructional Day													
	dent's Da orial Day	-	Februar May 20	•			nday nday						-	-		X April	3 – 7							Spi	ring Break			
WICHI	*Memorial Day May 29 Monday Last Monday in May																											

TORRANCE UNIFIED SCHOOL DISTRICT EVALUATION REPORT FOR CLASSIFIED PERSONNEL

Nar				Job Title	Job Title						
Site	or De	•				Date Due					
	Perm	anent l	Employee	Probationary Employee	3 rd Month	5 th Month					
Proficient	Need Improvement	Unsatisfactory	NEEDS IMPROVE	lept – implies thorough compet MENT – Problem area(s) have	been established for impro	•					
			WORK SKILLS Knowledge of jol Organization Quality of Work Quantity of work Care of equipments	in allotted time	Comments:						
			WORK HABITS Follows rules an Responsibility Neatness Punctuality PERSONAL CHARAC		Comments:						
			FORMANCE:	Proficient	Needs Improvement	Unsatisfactory					
RE	COMN		TION BY RATER (Check	Recommend terr	mination						
			EMENT OR UNSATISFA ation (within 3 months)	CTORY MARKS:	Date of Wo	ork Improvement Plan					
	s	ignatur	e of Employee	Signature of Immedi	ate Supervisor	Signature of Reviewer					
					· 						
		Pri	int Name	Print Na	me	Print Name					
_			Date	Date		Date					

CLASSIFIED EVALUATION REPORT

- 1. The fair and objective evaluation of employee performance benefits both the employee and the district. The evaluation process should represent a cooperative effort between the employee and his supervisor to improve the quality of the employee's service in order to bring about the most effective operation of each function of the district.
- 2. The immediate supervisor is responsible for evaluating the employee's service. The reviewer is usually the next higher level supervisor.
- 3. Factors marked "Needs Improvements" and "Unsatisfactory" shall have previously been discussed with the employee and shall be explained by statements of fact under "Comments" with specific suggestions for improvement.
- 4. The signature of the employee indicates that he has seen and discussed the report with the supervisor.
- 5. An employee may initiate a written reaction or response to be filed with the evaluation in the Human Resources Department.
 - The evaluation is the formal judgment of the evaluator regarding the employee's performance. An employee who believes that the evaluation is not a true reflection of his performance may request a conference with the principal, division head, or a representative of the Human Resources Department. (Board Policy, Section 638.3, Appeal)
- 6. Probationary employees will be evaluated prior to the end of the third and fifth month of service. At least one evaluation will be completed each year for permanent employees.
- 7. The original Classified Evaluation Report shall be sent to the Human Resources Department by the due date as shown on the evaluation report. One copy shall be given to the employee; and a third copy is to be retained by the office of the school or department.

TUSD CATASTROPHIC LEAVE BANK REQUEST FOR SICK LEAVE DAYS

Jointly administered by Torrance Unified School District and CSEA - Chapter 19 Bargaining Unit

NAME			
ADDRESS			For Committee Use:
			Request approved for
			days
WORK SITE			
D (4 4 H)			V 10 10 10 10 11
confidential and may	not be disclosed to the Catastr	ccountability Act (HIPAA), your ophic Leave Committee without nedical/health information includ	your consent. Please complete and
Yes, I author	ize medical information include	ed herein to be shared with the C	atastrophic Leave Committee.
	uthorize medical information i		the Catastrophic Leave Committee.
Date		<u>Signature</u>	
I will have exhauste	d my sick leave as of	(1	act day of cick leave)
		(date)	
		er, dated and signed by the	ill or injured duration of the illness or injury.
Employee Signature			ate

Torrance Unified School District

CATASTROPHIC LEAVE BANK CONTRIBUTION FORM

(CSEA Ch 19 Bargaining Unit)

	hours of my accumulated sick leave to the					
CATASTROPHIC LEAVE BANK.						
□ FULL-TIME EMPLOYEE (minimum of 8 hours, maximum of 80 hours annually)	· · · · · · · · · · · · · · · · · · ·					
	PART-TIME EMPLOYEE (minimum of duty hours worked per day and in equal increments thereafter with a maximum equal to 10 x duty hours per day annually)					
I UNDERSTAND AND AGREE THAT MY DONATION TO THE BANK IS IRREVOCABLE.						
(Please print name)	(Work Location)					
(Soc. Sec. #)						
Signature	Date					
Payroll verification of current sick leave:	hours as of					
	(date)					
Verification of Transfer:	hours as of					
	(date)					
Balance of accumulated sick leave:	hours as of (date)					
V-26. 11	(date)					
Verified by						

All employees must maintain a minimum balance of accumulated sick leave at a minimum of twenty days (160 hours for a full-time employee or 20 x number of hours worked per day for a part-time employee) as per the "Rules and Procedures" for Catastrophic Leave.

This form to be returned to the Human Resources Division Office for processing.

APPENDIX E

GUIDELINES FOR FAMILY AND MEDICAL CARE LEAVE

The following reference material outlines leave rights for employees pursuant to State and Federal Laws. Any legislated updates or changes in leave laws will supersede the information in this Appendix.

Family and Medical Care Leave: Pursuant to State and Federal law, the District shall provide family and medical care leave for eligible unit members. The following provisions set forth unit members' rights and obligations with respect to such leave rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code 12945.2). Unless otherwise provided by this article. "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

Unit Members Eligible for Leave

A unit member is eligible for leave if the member:

- a) Has been employed for at least twelve (12) months;
- b) Has actually worked for at least 1,250 hours in the twelve (12) month period immediately preceding the commencement of the leave; and
- c) Has not taken twelve (12) workweeks of leave in that fiscal year (July 1 through June 30).

Reasons for Leave

Leave is only permitted for the following reasons:

- a) The birth of a child, or to care for a newborn of a unit member within twelve (12) months of the birth (FMLA and CFRA);
- b) The placement of a child with a unit member in connection with the adoption or foster care of a child within twelve (12) months of the placement for adoption or foster care (FMLA and CFRA);
- c) To care for a minor child or adult child with a disability, parent, or spouse, who has a serious health condition (FMLA and CFRA);
- d) To care for an adult child regardless of disability or dependency status, grandparent, grandchild, sibling, or registered domestic partner who has a serious health condition (CFRA only);
- e) Because of a serious health condition that makes the member unable to perform the function of his/her position (FMLA and CFRA);
- f) Serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran who is the spouse, child, parent or next of kin of the employee (FMLA and possibly CFRA); or

g) Qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA and CFRA).

Amount of Leave

- a) Eligible unit members are entitled to a total of twelve (12) workweeks of leave during a fiscal year (July 1 through June 30).
- b) A unit member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. If both parents of a new child are employed by the District, each parent is entitled to up to 12 weeks of leave
- c) Except for leave taken for a member's pregnancy, to care for certain family members, and to care for an injured service member or veteran, FMLA and CFRA leave shall run concurrently.
- d) Pregnant unit members shall be entitled to twelve (12) workweeks of FMLA leave while disabled from the pregnancy, which shall run concurrently with Pregnancy Disability Leave Act (PDLA) leave, sick leave, and extended illness leave. Such unit members shall also be entitled to twelve (12) workweeks of CFRA leave to care for the child within twelve (12) months of the birth, such leave to be used once the member is no longer disabled due to the pregnancy or once entitlement to PDLA leave ends, whichever occurs first.

Appendix F

BARGAINING UNIT B - CLERICAL/TECHNICAL

Fiscal Year 2022-2023

CLASSIFICATION ACCOUNTING	MONTHS	DAYS
Account/Payroll Clerk Accounting Specialist ASB Accounting Specialist Budget Specialist Fiscal Services Assistant Fiscal Services Specialist Payroll - Position Control Coordinator Senior Fiscal Services Specialist	11c/ 12 11c / 12 11c 12 11c / 12 11c / 12 12	225 / 248 225 / 248 225 248 225 / 248 225 / 248 248 248
CLERICAL		
Administrative Assistant	12	248
Adult Education Assessment & Attendance Technician	11c	225
Adult Education Distance Learning Specialist	11c	225
Adult Education Specialist	11c	225
Adult Education Student Support Services Technician	11c	225
Benefits Specialist	12	248
Benefits Technician	12	248
Career Planning and Placement Coordinator	11c	225
Categorical Funding Specialist	12	248
College-Career Counseling Coordinator	11c	225
Credential Specialist	12	248
Data Control Office Assistant	12	248
District Office Assistant	12	248
Enrollment & Student Services Tech.	12	248
Health Services Assistant	**	187
Human Resources Assistant	12	248
Human Resources Specialist	12	248
Human Resources Technician (Substitutes)	12	248
Licensed Vocational Nurse	**	187
Nutrition Services Technician	12	248
Office Assistant	10	205
Personnel Commission Specialist	12	248
School Staff Assistant I School Staff Assistant II	10.5d / 11c	216 / 225
School-To-Career Employment Assistant	12 12	248 248
Senior Administrative Assistant – Educational Services	12	248 248
Senior Administrative Assistant – Educational Services Senior Administrative Assistant – ETIS	12	248
Senior Office Assistant	10 / 11c/ 11d	205/225/228
Special Education MAA/LEA Billing Specialist	12	248
Special Education Office Assistant	11c	225
Special Education Staffing Specialist	12	248
Staff Assistant	12	248
	- -	•
Staff Assistant – Facilities	12	248
Staff Assistant – Special Education	12	248

Staff Assistant – Student Services & Family Enrollment Center	12	248
Staff Secretary Superintendent's Office Assistant Testing Coordinator Testing Specialist Transportation Assistant Vocational Assessment Technician Vocational Rehabilitation Technician Workforce Investment Act (WIA) Test. Spec.	11c 12 12 12 12 10 10	225 248 248 248 248 205 205 225
INFORMATION TECHNOLOGIES Database Analyst Information Technologies Database Specialist Information Technologies Network Specialist Information Technologies Technician Network Analyst Software Specialist State Information Exchange Specialist Systems Analyst Systems Support Specialist Technology Support Specialist Webmaster – Media Specialist	12 12 12 12 12 12 12 12 12 12	248 248 248 248 248 248 248 248 248 248
INSTRUCTIONAL MEDIA Library/Media Specialist	**	189
PURCHASING AND PRINT SHOP Buyer Educational Materials Specialist Purchasing Assistant Purchasing Technician Reprographics Specialist Reprographics Technician Senior Buyer	12 12 12 12 12 12 12	248 248 248 248 248 248 248

^{**}Instructional year. Winter and spring breaks excluded from the count.

LEGEND:

11c - 11 months, working July, then September-June

11d - 11 months, working from August of one year to June next year

WHERE TO FIND FORMS AND INFORMATION

CA State Disability:

edd.ca.gov/disability

To Report Child Abuse:

oag.ca.gov/childabuse/forms

Pre-designation of Personal

Physician Form:

dir.ca.gov/dwc

Family Leave and Medical

Leave Act of 1993:

dol.gov/whd/fmla

Personnel Commission

Request For Transfer Form:

tusd.org

Reclassification Rules of the

Personnel Commission:

tusd.org

TUSD Uniform Complaint

Procedures:

tusd.org

Grievance Form:

tusd.org