

Agreement
Between the
Board of Education
of the
Torrance Unified School District
and the
California School Employees Association
Torrance Chapter 19

July 1, 2012

through

June 30, 2015

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Article 1

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 CSEA, Chapter 19, shall receive a list of all classified employees within the bargaining unit as of the first workweek in October each year for the life of this Agreement. The list shall include name, job classification, address, phone number, job location, and employment date(s). In the event of a layoff, a seniority list shall be furnished at least thirty (30) days prior to the impending layoff and prior to notification to the employee of the layoff. The annual list and the seniority list, in the event of the layoff, shall be furnished at no charge. All other requested lists by CSEA, Chapter 19, shall be at the current District rate for producing such lists.
- 3.1.5 The right to obtain copies of any budget, financial materials, or other materials which are available to the public.
- 3.1.6 The right to release time, without pay, for employees who are California School Employees Association (CSEA) state officers.
- 3.1.7 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.

3.1.8 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.

3.1.9 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.

Article 4

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 extent 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 require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 6.2 Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required, as a condition of

continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA for the duration of this Agreement.

6.3 The District and CSEA intend to implement the provisions of Government Code Section 3546 as set out in this Agreement effective the first day following the ratification of this Agreement.

6.3.1 Bargaining unit members shall maintain membership in good standing in CSEA, pay service fees directly to CSEA or, if a religious exemption is granted, make equivalent payments to charity in lieu of service fees.

6.4 No bargaining unit member shall be obligated to join and pay membership dues or service fees to CSEA until the first of the month following sixty (60) calendar days after the bargaining unit member first comes into the bargaining unit.

6.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit members shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

- a. American Cancer Society
- b. American Heart Association
- c. American Red Cross
- d. Torrance Education Foundation

6.5.1 Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the bargaining unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deductions of such payments.

6.5.2 The District shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Union activity.

6.6 Dues and Service Fee Deductions

6.6.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for unit members in the bargaining unit.

- 6.6.2 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the District. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member.
- 6.6.3 The District shall, without charge, pay to CSEA within thirty (30) days of the deduction, all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA pursuant to this Agreement. A payroll deduction authorization form shall not be required for the deduction of service fees.
- 6.6.4 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).
- 6.6.5 Nothing contained herein shall prohibit a bargaining unit member from paying service fees or membership fees directly to CSEA. Any unit member exercising this option shall be required to pay the annual amount in advance.
- 6.6.6 The District shall notify the CSEA Chapter 19 Treasurer or the Chapter 19 President if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 6.6.7 The District shall deduct and pay to CSEA, service fees for each bargaining unit member who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the District that the bargaining unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

6.7 Miscellaneous

- 6.7.1 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and calculation of that portion of the fee, which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation and an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.
- 6.7.2 CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court of administrative action challenging the legality of the organization's security provisions of this Agreement or the implementation thereof.

6.7.3 CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

6.7.4 CSEA shall have the exclusive rights to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

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.

7.8 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.
- 7.14 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.
- 7.15 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.
 - 7.15.1 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.
 - 7.15.2 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.

- 7.15.3 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.
- 7.16 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.
- 7.17 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.

Article 8

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 The Torrance Unified School District shall increase the salary schedule by funded COLA designated for years in which this contract is in effect; to be negotiated as funded COLA becomes available. 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.

- 8.2 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

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 Employee 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.

Article 12

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 tenths, 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.

Article 13

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
- 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 school year, bargaining unit members, who work at school sites, may be granted in advance the number of vacation days expected to be earned that school 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:

<u>Years of Service</u>	<u>Days per Month</u>
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.

Article 15

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.
- 15.1.6.2 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 that 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 thirty-nine (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, but 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 thirty-nine (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;
 - b. 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 that 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 than 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 credits. 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 shall be made between January 1, and May 1 of each school 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 twenty days.
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.

Article 17

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 When a vacancy occurs in a classification for which a layoff reemployment list has been established, it shall be offered as follows: the senior unit member on the list will be notified and given an opportunity within five (5) work days to accept the vacancy. The laid off unit member may decline the offer of employment and retain his/her position on the list. The offer and response opportunity will then be made to the next person on the list. A unit member who has been laid off is eligible for rehire in a position without regard to the number of hours in the position as held at the time of the layoff. A unit member who has been laid off may refuse the first bona fide offer of reemployment but the rejection of the second bona fide offer will constitute a waiver of the unit member's statutory right to be on the reemployment list. A bona fide offer is an offer for the same number of hours and length of work year held prior to the layoff.
- 18.4.8 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.
- 18.4.9 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.
- b. 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 1 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 CSEA, Chapter 19, shall present its initial proposal to the Board of Education in a public meeting no later than the second regular meeting of the Board in March of the calendar year in which this Agreement expires. The Board shall hold a public

meeting no later than the second meeting in April for public input; and, at the first Board meeting in May, the Board shall present its initial response to the CSEA, Chapter 19, proposal. 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, Chapter 19, 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 the second week after the response of the Board of Education to the initial proposal.
- 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 It is agreed that the term of the 2012-2015 Contract between the California School Employees Association (CSEA), Torrance Chapter 19 and the Torrance Unified School District, which is incorporated by this reference, will be July 1, 2012, to and including June 30, 2015.

Effective July 1 of the contract years 2013-2014 and 2014-2015: Either party may, by prior notice to the other party, reopen for collective bargaining negotiations the salary article, the health and welfare article and one (1) other article 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, 2012, and shall continue in effect to and including June 30, 2015, 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.

Signed and entered into this 20th day of August, 2013



Donald A. Stabler, Ed.D.
Deputy Superintendent
Administrative Services
Torrance Unified School District



Danielle Sibley
President
California School Employees
Torrance Chapter 19

APPENDIX "A"

TORRANCE UNIFIED SCHOOL DISTRICT

EFFECTIVE DATE: JULY 1, 2013

**CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT B - CLERICAL/TECHNICAL
2013 - 2014
(Monthly Salary Rates)**

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
ACCOUNTING							
Fiscal Services Assistant	12	2941.00	3084.00	3240.00	3402.00	3571.00	12
	10	3014.20	3161.10	3321.00	3487.05	3660.27	112
	15	3088.05	3238.20	3402.00	3572.10	3749.55	212
	20	3146.87	3299.88	3466.80	3640.14	3820.97	312
Account/Payroll Clerk	16	3244.00	3406.00	3574.00	3753.00	3940.00	16
	10	3325.10	3491.15	3663.35	3846.82	4038.50	116
	15	3406.20	3576.30	3752.70	3940.65	4137.00	216
	20	3471.08	3644.42	3824.18	4015.71	4215.80	316
Accounting Specialist	18	3408.00	3576.00	3755.00	3942.00	4143.00	18
	10	3493.20	3665.40	3848.87	4040.55	4246.57	118
	15	3578.40	3754.80	3942.75	4139.10	4350.15	218
	20	3646.56	3826.32	4017.85	4217.94	4433.01	318
ASB Accounting Specialist	20	3579.00	3758.00	3943.00	4144.00	4351.00	20
	10	3668.47	3851.95	4041.57	4247.60	4459.77	120
	15	3757.95	3945.90	4140.15	4351.20	4568.55	220
	20	3829.53	4021.06	4219.01	4434.08	4655.57	320
Senior Accounting Specialist	21	3670.00	3854.00	4046.00	4248.00	4458.00	21
	10	3761.75	3950.35	4147.15	4354.20	4569.45	121
	15	3853.50	4046.70	4248.30	4460.40	4680.90	221
	20	3926.90	4123.78	4329.22	4545.36	4770.06	321
CLERICAL							
Health Services Assistant	9	2727.00	2861.00	3009.00	3156.00	3315.00	9
	10	2795.17	2932.52	3084.22	3234.90	3397.87	109
	15	2863.35	3004.05	3159.45	3313.80	3480.75	209
	20	2917.89	3061.27	3219.63	3376.92	3547.05	309
Office Assistant	10	2796.00	2940.00	3083.00	3239.00	3400.00	10
	10	2865.90	3013.50	3160.07	3319.97	3485.00	110
	15	2935.80	3087.00	3237.15	3400.95	3570.00	210
	20	2991.72	3145.80	3298.81	3465.73	3638.00	310
Human Resources Assistant	12	2941.00	3084.00	3240.00	3402.00	3571.00	12
School-To-Career Employment Assistant	10	3014.52	3161.10	3321.00	3487.05	3660.27	112
Secretary	15	3088.05	3238.20	3402.00	3572.10	3749.55	212
Senior Office Assistant	20	3146.87	3299.88	3466.80	3640.14	3820.97	312
Special Education Office Assistant							
Adult Education Distance Learning Specialist	14	3086.00	3242.00	3405.00	3573.00	3752.00	14
Adult Education Specialist	10	3163.15	3323.05	3490.12	3662.32	3845.80	114
Transportation Assistant	15	3240.30	3404.10	3575.25	3751.65	3939.60	214
	20	3302.02	3468.94	3643.35	3823.11	4014.64	314

**CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT B - CLERICAL/TECHNICAL
2013 - 2014
(Monthly Salary Rates)**

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
Vocational Rehabilitation Technician	15	3164.00	3320.00	3487.00	3663.00	3845.00	15
Workforce Investment Act (WIA) Test. Spec.	10	3243.10	3403.00	3574.17	3754.57	3941.12	115
Adult Education Student Support Services Technician	15	3322.20	3486.00	3661.35	3846.15	4037.25	215
	20	3385.48	3552.40	3731.09	3919.41	4114.15	315
Food Services Technician	16	3244.00	3406.00	3574.00	3753.00	3940.00	16
Human Resources Technician (Substitutes)	10	3325.10	3491.15	3663.35	3846.82	4038.50	116
School Staff Assistant I	15	3406.20	3576.30	3752.70	3940.65	4137.00	216
Staff Secretary	20	3471.08	3644.42	3824.18	4015.71	4215.80	316
Health Services Technician	17	3322.00	3488.00	3666.00	3850.00	4037.00	17
Mgmt. Info. Systems and Research Tech.	10	3405.05	3575.20	3757.65	3946.25	4137.92	117
	15	3488.10	3662.40	3849.30	4042.50	4238.85	217
	20	3554.54	3732.16	3922.62	4119.50	4319.59	317
Benefits Specialist	18	3408.00	3576.00	3755.00	3942.00	4143.00	18
Special Education Specialist	10	3493.20	3665.40	3848.87	4040.55	4246.57	118
	15	3578.40	3754.80	3942.75	4139.10	4350.15	218
	20	3646.56	3826.32	4017.85	4217.94	4433.01	318
Human Resources Specialist	19	3491.00	3666.00	3850.00	4041.00	4244.00	19
Licensed Vocational Nurse	10	3578.27	3757.65	3946.25	4142.02	4350.10	119
Personnel Commission Specialist	15	3665.55	3849.30	4042.50	4243.05	4456.20	219
School Staff Assistant II	20	3735.37	3922.62	4119.50	4323.87	4541.08	319
Staff Assistant							
Staff Assistant – Child Welfare and Attendance							
Staff Assistant – Facilities							
Staff Assistant – Professional Development							
Staff Assistant – Special Education							
Testing Specialist							
Categorical Funding Specialist	21	3670.00	3854.00	4046.00	4248.00	4458.00	21
Credential Specialist	10	3761.75	3950.35	4147.15	4354.20	4569.45	121
Testing Coordinator	15	3853.50	4046.70	4248.30	4460.40	4680.90	221
	20	3926.90	4123.78	4329.22	4545.36	4770.06	321
Vocational Assessment Technician	27	4253.00	4469.00	4694.00	4926.00	5171.00	27
	10	4359.32	4580.72	4811.35	5049.15	5300.27	127
	15	4465.65	4692.45	4928.70	5172.30	5429.55	227
	20	4550.71	4781.83	5022.58	5270.82	5532.97	327
Administrative Assistant	29	4470.00	4695.00	4927.00	5172.00	5434.00	29
Adult Education Technology Support Specialist	10	4581.75	4812.37	5050.17	5301.30	5569.85	129
	15	4693.50	4929.75	5173.35	5430.60	5705.70	229
	20	4782.90	5023.65	5271.89	5534.04	5814.38	329
Senior Administrative Assistant – Educational Services	30	4584.00	4808.00	5050.00	5305.00	5571.00	30
	10	4698.60	4928.20	5176.25	5437.62	5710.27	130
	15	4813.20	5048.40	5302.50	5570.25	5849.55	230
	20	4904.88	5144.56	5403.50	5676.35	5960.97	330

**CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT B - CLERICAL/TECHNICAL
2013 - 2014
(Monthly Salary Rates)**

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
Pupil Support Specialist	32	4815.00	5053.00	5307.00	5573.00	5853.00	32
	10	4935.37	5179.32	5439.67	5712.32	5999.32	132
	15	5055.75	5305.65	5572.35	5851.65	6145.65	232
	20	5152.05	5406.71	5678.49	5963.11	6262.71	332
INFORMATION TECHNOLOGIES							
Information Technologies Technician	19	3491.00	3666.00	3850.00	4041.00	4244.00	19
	10	3578.27	3757.65	3946.25	4142.02	4350.10	119
	15	3665.55	3849.30	4042.50	4243.05	4456.20	219
	20	3735.37	3922.62	4119.50	4323.87	4541.08	319
Systems Support Specialist	22	3762.00	3948.00	4145.00	4355.00	4571.00	22
	10	3856.05	4046.70	4248.62	4463.87	4685.27	122
	15	3950.10	4145.40	4352.25	4572.75	4799.55	222
	20	4025.34	4224.36	4435.15	4659.85	4890.97	322
Software Specialist	25	4048.00	4251.00	4466.00	4683.00	4923.00	25
	10	4149.20	4357.27	4577.65	4800.07	5046.07	125
	15	4250.40	4463.55	4689.30	4917.15	5169.15	225
	20	4331.36	4548.57	4778.62	5010.81	5267.61	325
State Information Exchange Specialist	27	4253.00	4469.00	4694.00	4926.00	5171.00	27
	10	4359.32	4580.72	4811.35	5049.15	5300.27	127
	15	4465.65	4692.45	4928.70	5172.30	5429.55	227
	20	4550.71	4781.83	5022.58	5270.82	5532.97	327
Information Technologies Network Spec.	28	4361.00	4574.00	4807.00	5048.00	5301.00	28
	10	4470.02	4688.35	4927.17	5174.20	5433.52	128
	15	4579.05	4802.70	5047.35	5300.40	5566.05	228
	20	4666.27	4894.18	5143.49	5401.36	5672.07	328
Technology Support Specialist	29	4470.00	4695.00	4927.00	5172.00	5434.00	29
	10	4581.75	4812.37	5050.17	5301.30	5569.85	129
	15	4693.50	4929.75	5173.35	5430.60	5705.70	229
	20	4782.90	5023.65	5271.89	5534.04	5814.38	329
Information Technologies Database Spec.	31	4698.00	4917.00	5174.00	5439.00	5706.00	31
	10	4815.45	5039.92	5303.35	5574.97	5848.65	131
	15	4932.90	5162.85	5432.70	5710.95	5991.30	231
	20	5026.86	5261.19	5536.18	5819.73	6105.42	331
Database Analyst Network Analyst	38	5582.00	5862.00	6154.00	6463.00	6787.00	38
	10	5721.55	6008.55	6307.85	6624.57	6956.67	138
	15	5861.10	6155.10	6461.70	6786.15	7126.35	238
	20	5972.74	6272.34	6584.78	6915.41	7262.09	338
Systems Analyst	40	5867.00	6157.00	6466.00	6790.00	7128.00	40
	10	6013.67	6310.92	6627.65	6959.75	7306.20	140
	15	6160.35	6464.85	6789.30	7129.50	7484.40	240
	20	6277.69	6587.99	6918.62	7265.30	7626.96	340

**CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT B - CLERICAL/TECHNICAL
2013 - 2014
(Monthly Salary Rates)**

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
INSTRUCTIONAL MEDIA							
Library Media Technician	11	2862.00	3010.00	3158.00	3316.00	3482.00	11
	10	2933.55	3085.25	3236.95	3398.90	3569.05	111
	15	3005.10	3160.50	3315.90	3481.80	3656.10	211
	20	3062.34	3220.70	3379.06	3548.12	3725.74	311
PURCHASING AND PRINT SHOP							
Purchasing Assistant	12	2941.00	3084.00	3240.00	3402.00	3571.00	12
	10	3014.52	3161.10	3321.00	3487.05	3660.27	112
	15	3088.05	3238.20	3402.00	3572.10	3749.55	212
	20	3146.87	3299.88	3466.80	3640.14	3820.97	312
Reprographics Technician	13	3011.00	3161.00	3317.00	3486.00	3662.00	13
	10	3086.27	3240.02	3399.92	3573.15	3753.55	113
	15	3161.55	3319.05	3482.85	3660.30	3845.10	213
	20	3221.77	3382.27	3549.19	3730.02	3918.34	313
Purchasing Technician	15	3164.00	3320.00	3487.00	3663.00	3845.00	15
	10	3243.10	3403.00	3574.17	3754.57	3941.12	115
	15	3322.20	3486.00	3661.35	3846.15	4037.25	215
	20	3385.48	3552.40	3731.09	3919.41	4114.15	315
Educational Materials Specialist	18	3408.00	3576.00	3755.00	3942.00	4143.00	18
	10	3493.20	3665.40	3848.87	4040.55	4246.57	118
	15	3578.40	3754.80	3942.75	4139.10	4350.15	218
	20	3646.56	3826.32	4017.85	4217.94	4433.01	318
Reprographics Specialist	20	3579.00	3758.00	3943.00	4144.00	4351.00	20
	10	3668.47	3851.95	4041.57	4247.60	4459.77	120
	15	3757.95	3945.90	4140.15	4351.20	4568.55	220
	20	3829.53	4021.06	4219.01	4434.08	4655.57	320
Buyer	26	4152.00	4358.00	4574.00	4805.00	5047.00	26
	10	4255.80	4466.95	4688.35	4925.12	5173.17	126
	15	4359.60	4575.90	4802.70	5045.25	5299.35	226
	20	4442.64	4663.06	4894.18	5141.35	5400.29	326
ANNIVERSARY INCREMENTS							
STEP 10	2.50%						
STEP 15	5.00%						
STEP 20	7.00%						

APPENDIX "B"

TORRANCE UNIFIED SCHOOL DISTRICT
SCHOOL YEAR 2013 - 2014

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days Taught	Days Worked	Holidays	Non-Teaching
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri				
First School Month SEPT. 2 - SEPT. 27	Sep 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	16	18	1	1
Second School Month SEPT. 30 - OCT. 25	Oct 30	1	2	3	4	7	8	9	10	11	#	14	15	16	17	21	22	23	24	25	19	20	-	-
Third School Month OCT. 28 - NOV. 22	Nov 28	29	30	31	1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	19	19	1	-
Fourth School Month NOV. 25 - DEC. 20	Dec 25	26	27	28	29	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	17	17	2	1
Fifth School Month DEC. 24 - JAN. 17	Jan 23	24	25	26	27	30	31	1	2	3	6	7	8	9	10	13	14	15	16	17	10	10	4	6
Sixth School Month JAN. 20 - FEB. 14	Feb 20	21	22	23	24	27	28	29	30	31	#	3	4	5	6	10	11	12	13	14	17	18	2	-
Seventh School Month FEB. 17 - MAR. 14	Mar 17	18	19	20	21	24	25	26	27	28	3	4	5	6	7	10	11	12	13	14	19	19	1	-
Eighth School Month MAR. 17 - APR. 11	Apr 17	18	19	20	21	24	25	26	27	28	31	1	2	3	4	7	8	9	10	11	15	15	-	5
Ninth School Month APR. 14 - MAY. 9	May 14	15	16	17	18	21	22	23	24	25	28	29	30	1	2	5	6	7	8	9	20	20	-	-
Tenth School Month MAY. 12 - JUN. 6	Jun 12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	Jun 2	3	4	5	6	19	19	1	-
Eleventh School Month JUN. 9 - JUN. 20	Jun 9	10	11	12	13	16	17	18	19	20	**	**	**	**	**	**	**	**	**	**	9	10	-	-
TOTALS															180	185	12	13						

* HOLIDAYS PER EDUCATION CODE §37220

HOLIDAY	Date in 2013/14	Day of Week	Day or Date Each Year
*Independence Day	July 4	Thursday	July 4
*Labor Day	Sept. 2	Monday	1 st Mon. in Sept.
*Veteran's Day	Nov. 11	Monday	Nov. 11
*Thanksgiving Day	Nov. 28	Thursday	4 th Thurs. in Nov.
*Thanksgiving Holiday	Nov. 29	Friday	4 th Fri. in Nov.
*Christmas Eve	Dec. 24	Tuesday	Dec. 24
*Christmas Day	Dec. 25	Wednesday	Dec. 25
*New Year's Eve	Dec. 31	Tuesday	Dec. 31
*New Year's Day	Jan. 1	Wednesday	Jan. 1
*M.L. King Jr. Day	Jan. 20	Monday	3 rd Mon. in Jan.
*Lincoln Day	Feb. 10	Monday	Feb. 12
*Washington Day	Feb. 17	Monday	3 rd Mon. in Feb.
*Memorial Day	May 25	Monday	Last Mon. in May

x Non-Teaching Days

- x Sept. 5
- x Thanksgiving Nov. 27
- x Winter Break Dec 23, 26-27, 30, Jan 2-3
- x Spring Break April 7 - 11

#SBCP Staff Development/Student Free Days (K-12)
#Sept. 4 (ES/MS/HS); #Oct. 14 (ES/MS/HS); #Jan. 27 (ES/MS/HS)
#Sept. 3 (ES/MS/HS Orientation/Planning); #June 20 (ES/MS/HS Orientation/Planning)

Teachers' First Day Sept. 3
School Starts Sept. 6
School Ends June 19
Teachers' Last Day June 20

Parent Conferences
Elem. Dec. 9-20
Mar. 19-21

End of Quarter (HS/MS)
Nov. 1
Jan. 24
Apr. 4

End of Trimester (ES)
Nov. 26
Mar. 5

Graduation (Promotion MS)

Adult Education
Fall Sep. 9 - Dec. 13
Winter Jan. 6 - Mar. 19
Spring Mar. 24 - June 13

Adult Education
High School June 18
Middle School June 19

APPENDIX "C"

**TORRANCE UNIFIED SCHOOL DISTRICT
EVALUATION REPORT FOR CLASSIFIED PERSONNEL**

Name _____ Position _____ Date Sent _____
 Date Due _____
 _____ Permanent Employee _____ Probationary Employee _____ 3rd Month _____ 5th Month

Proficient	Need Improvement	Unsatisfactory	<u>EVALUATION SCALE</u>	
			<p><u>PROFICIENT</u> – Adept – implies thorough competence derived from training and practice. <u>NEEDS IMPROVEMENT</u> – Problem area(s) have been established for improving performance. <u>UNSATISFACTORY</u> – A level of service not considered acceptable for continued employment in the district.</p>	
			<u>WORK SKILLS</u>	Comments:
			Knowledge of job	
			Organization	
			Quality of Work	
			Quantity of work in allotted time	
			Care of equipment	
			<u>WORK HABITS</u>	Comments:
			Follows rules and directions	
			Responsibility	
			Neatness	
			Punctuality	
			<u>PERSONAL CHARACTERISTICS</u>	Comments:
			Cooperation	
			Attendance	
			Appearance	
			Relationship with others	
			Judgment in performance of duties	
			Dependability	
			<u>SUPERVISORY ABILITY (For Supervisors)</u>	Comments:
			Planning and organizing	
			Judgment in decision-making	
			Training and instructing	
			Evaluation subordinates	
			Operational economy	

OVERALL PERFORMANCE

Proficient _____ Needs Improvement _____ Unsatisfactory _____

SUMMARY STATEMENT:

RECOMMENDATION BY RATER (Check One)

- _____ Retain in a probationary status
- _____ Grant permanent status
- _____ Grant continued employment
- _____ Recommend termination

Signature of Employee _____ Signature of Immediate Supervisor _____ Signature of Reviewer _____
 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 Division.

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 Division. (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 Division 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.

APPENDIX "D"

**TUSD CATASTROPHIC LEAVE BANK
REQUEST FOR SICK LEAVE DAYS**

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

NAME _____
ADDRESS _____

WORK SITE _____

For Committee Use:
Request approved for
_____ days

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA), your medical/health information is confidential and may not be disclosed to the Catastrophic Leave Committee without your consent. Please complete and sign the following as your directive regarding any medical/health information included in your leave request:
_____ Yes, I authorize medical information included herein to be shared with the Catastrophic Leave Committee.
_____ No, I do not authorize medical information included herein to be shared with the Catastrophic Leave Committee.
Date _____ Signature _____

I am requesting _____ days of sick leave from the catastrophic sick leave bank in accordance with the rules and procedures (see attached). Provided below is a statement describing the circumstances of my request and financial hardship:

I will have exhausted my sick leave as of _____ (last day of sick leave).
(date)

Please attach verification by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

Employee Signature

Date

Torrance Unified School District

CATASTROPHIC LEAVE BANK CONTRIBUTION FORM

(CSEA Chapter 19 Bargaining Unit)

I elect to donate _____ hours of my accumulated sick leave to the
CATASTROPHIC LEAVE BANK.

Minimum of 8 hours, and in full-day (8 hour) increments thereafter with a maximum of 80 hours annually.
(8 hours = one day of sick leave)

**I UNDERSTAND AND AGREE THAT MY DONATION TO THE BANK IS
IRREVOCABLE.**

(Please print name)

(Work Location)

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)

Verified by _____

All employees must maintain a minimum balance of accumulated sick leave at a minimum of twenty (20) days (160 hours) as per the "Rules and Procedures" for Catastrophic Leave.

This form to be returned to the Human Resources Department for processing.

APPENDIX "E"
BARGAINING UNIT B - CLERICAL/TECHNICAL
Fiscal Year 2013 - 2014

CLASSIFICATION	MONTHS	DAYS
ACCOUNTING		
Account/Payroll Clerk	11 / 12	226 / 248
Accounting Specialist	11 / 12	226 / 248
ASB Accounting Specialist	11	226
Senior Accounting Specialist	12	248
CLERICAL		
Administrative Assistant	12	248
Adult Education Distance Learning Specialist	11	226
Adult Education Specialist	11	226
Benefits Specialist	12	248
Categorical Funding Specialist	12	248
Credential Specialist	12	248
Food Services Technician	12	248
Health Services Assistant	**	187
Health Services Technician	**	187
Human Resources Assistant	12	248
Human Resources Specialist	12	248
Licensed Vocational Nurse	**	187
Office Assistant	10	206
Personnel Commission Specialist	12	248
School Staff Assistant I	10.5 / 11	215 / 226
School Staff Assistant II	12	248
Senior Office Assistant	10 / 11	206 / 226
Special Education Office Assistant	11	226
Special Education Specialist	12	248
Staff Assistant	12	248
Staff Assistant – Facilities	12	248
Staff Assistant – Special Education	12	248
Staff Secretary	11	226
Testing Coordinator	12	248
Testing Specialist	12	248
Transportation Assistant	12	248
Vocational Assessment Technician	10	204
Workforce Investment Act (WIA) Test. Spec.	11	226
INFORMATION TECHNOLOGIES		
Information Technologies Technician	12	248
Network Analyst	12	248
State Information Exchange Specialist	12	248
Systems Support Specialist	12	248
Technology Support Specialist	12	248
INSTRUCTIONAL MEDIA		
Library Media Technician	**	189
School-To-Career Employment Assistant	12	248
PURCHASING AND PRINT SHOP		
Buyer	12	248
Purchasing Technician	12	248
Reprographics Technician	12	248

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

WHERE TO FIND FORMS AND INFORMATION

CA State Disability:	www.edd.ca.gov/disability
To Report Child Abuse:	http://ag.ca.gov/childabuse/pdf/ss_8572.pdf
Pre-designation of Personal Physician form:	www.dir.ca.gov/dwc (click on publications & forms)
Family and Medical Leave Act of 1993:	http://www.dol.gov/whd/fmla/
Personnel Commission Request For Transfer Form:	www.tusd.org
Reclassification Rules of the Personnel Commission:	www.tusd.org
TUSD Uniform Complaint Procedures:	www.tusd.org
Grievance Form:	www.tusd.org