COLLECTIVE BARGAINING AGREEMENT

Between

TORRANCE DIVISION of the

LOS ANGELES CITY and COUNTY

SCHOOL EMPLOYEES INTERNATIONAL UNION
LOCAL 99

and

TORRANCE UNIFIED SCHOOL DISTRICT

JULY 1, 2023

through

JUNE 30, 2025

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	RECOGNITION	3
2	SCOPE OF REPRESENTATION	3
3	DUES AND UNION SECURITY	3
4	UNION RIGHTS	6
5	DISTRICT RIGHTS	7
6	GRIEVANCE PROCEDURE	7
7	HOURS AND OVERTIME	12
8	TRANSFER AND ADMINISTRATIVE ASSIGNMENT	15
9	TOOLS AND SAFETY	16
10	HOLIDAYS	17
11	VACATION	19
12	LEAVES	20
13	SEVERABILITY	28
14	WAGES AND SALARY	29
15	HEALTH AND WELFARE BENEFITS	30
16	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	33
17	EVALUATION PROCEDURES	33
18	PROMOTION	35
19	LAYOFF AND REEMPLOYMENT	37
20	NEGOTIATION PROCEDURES	38
21	DURATION AND ZIPPER	39
ADDENDUM	BUS DRIVER'S EXTRA HOURS AND OVERTIME DISTRIBUTION – CHAPTER 7	
APPENDIX A	BENCHMARK POSITIONS AND COMPARISON DISTRICTS	
APPENDIX B	CLASSIFIED SALARY SCHEDULE	
APPENDIX C	COMPLAINT AND GRIEVANCE FORMS	

ARTICLE 1

RECOGNITION

The Torrance Unified School District, hereinafter referred to as the District, hereby acknowledges that the Torrance Division of the Los Angeles City and County School Employees Union Local 99 of the Services Employees International Union, hereinafter referred to as the Union, is 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 the Union, subject to the rules of the Public Employment Relations Board (PERB).

ARTICLE 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 determined by Government Code Sections 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, and procedures for processing grievances pursuant to Government Code Sections 3548.5, 3548.6, 3548.7, and 3548.8. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, providing that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.

ARTICLE 3

DUES AND UNION SECURITY

Section 1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting SEIU Local 99'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.

Section 2 Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in SEIU Local 99 are required, as a condition of continued employment, to pay service fees to SEIU Local 99, in amounts that do not exceed the periodic dues of SEIU

Local 99 for the duration of this Agreement.

Section 3 The District and SEIU Local 99 intend to implement the provisions of Government code Section 3456 as set out in this Agreement effective the first day following the ratification of this Agreement.

A. Bargaining unit members shall maintain membership in good standing in SEIU Local 99, pay service fees directly to SEIU Local 99 or, if a religious exemption is granted, make equivalent payments to charity in lieu of service fees.

Section 4 No bargaining unit member shall be obligated to join and pay membership dues or service fees to SEIU Local 99 until the first of the month following sixty (60) calendar days after the bargaining unit member first comes into the bargaining unit.

Section 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 SEIU Local 99 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.

- American Cancer Society
- American Heart Association
- American Red Cross
- Torrance Education Foundation

A. Any bargaining unit member claiming this religious exemption must file a written request for exemption with SEIU Local 99. If the request is granted, the bargaining unit member shall, as a condition of continued exemption from the requirement of paying service fees to SEIU Local 99, furnish SEIU Local 99 with copies of receipts from the charity selected as proof that such payments have been made, or shall authorize payroll deductions of such payments.

B. 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.

Section 6 Dues and Service Fee Deductions

A. SEIU Local 99 has the sole and exclusive right to have employee

organization membership dues and service fees deducted by the District of unit members in the bargaining unit.

B. The District shall deduct, in accordance with the SEIU Local 99 dues and service fee schedule, dues, service fees or payments to charity in lieu of 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.

C. The District shall, without charge, pay to SEIU Local 99 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 SEIU Local 99 pursuant to this Agreement. A payroll deduction authorization form shall not be required for the deduction of service fees.

D. Along with each monthly payment to SEIU Local 99, the District shall, without charge, furnish SEIU Local 99 with the dues deduction register from the Los Angeles County Office of Education (LACOE).

E. Nothing contained herein shall prohibit a bargaining unit member from paying service fees or membership fees directly to SEIU Local 99. Any unit member exercising this option shall be required to pay the annual amount in advance.

F. The District shall notify the SEIU Local 99 Treasurer or the SEIU Local 99 President if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.

G. The District shall deduct and pay to SEIU Local 99, service fees for each bargaining unit member who is obligated to pay such fees, pursuant to this Agreement, unless SEIU Local 99 notifies the district that the bargaining unit member is paying such fees directly to SEIU Local 99. A payroll deduction authorization form shall not be required for such deductions.

Section 7 Miscellaneous

A. SEIU Local 99 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. SEIU Local 99 will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

B. SEIU Local 99 agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to SEIU Local 99 in defending against any court of administrative action challenging the legality of the organization's security provisions of this Agreement or the implementation thereof.

C. SEIU Local 99 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's security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified SEIU Local 99 of its awareness of such an action.

D. SEIU Local 99 shall have the exclusive rights to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 4

UNION RIGHTS

Section 1 The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement:

A. the right to represent an employee, upon request, in a formal meeting as expressly provided for in the Grievance Procedure, and in meetings relating to discipline;

B. the right to access to areas in which employees work, provided employees are not disturbed during duty time. The Union-authorized representative shall report in to the supervisor of the area prior to contacting individual or groups of employees;

C. the right to use, without charge, institutional bulletin boards, mailboxes, and the use of the school delivery service and other District means of communication for the posting or transmission of information or notices concerning Union matters;

D. the right to be permitted reasonable use of the school telephone for

calls involving grievance and discipline matters, so long as such use does not interfere with normal office business at the location;

E. the right to coordinate Union meeting, which may be held in school buildings in accordance with the "Civic Center Act," at times before or after the school day or during employees' duty-free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;

F. the Union shall receive a list of all classified employees in accordance with present practice. List to include name, classification, job location, and hire date in classification;

G. the right to receive copies of any budget or financial material supplied to the public;

H. the right to release time, without pay, for employees who are Service Employees International Union (SEIU) elected officers to conduct necessary SEIU business; and

I. the right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of written authorization signed by the employee, not during duty time, unless involved in a filed grievance.

Section 2 Within sixty (60) days after the execution of this Agreement, the District shall print, or duplicate, the Agreement and provide a copy for each employee in the bargaining unit. The District shall also provide a copy of this Agreement to all new bargaining unit members as they are hired. The cost of duplicating will be borne equally by the District and the Union.

ARTICLE 5

DISTRICT RIGHTS

The Union agrees that the Board's authority is limited only by that which is inconsistent with law or violative of specific provisions of this Agreement. Further, the Board 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 deems appropriate.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1 The grievance procedure is to be used after an attempt has been made to resolve a difficulty on a face-to-face basis between the parties concerned. The application of the grievance procedure will not, under any circumstances, constitute a reflection on the aggrieved or the aggrieved's employment record in the District.

A. It is assumed that the majority of all personnel problems will be solved on a face-to-face basis in a spirit of cooperative, interpersonal exchange without involving other parties.

B. If a harmonious solution is not realized, the following procedures are provided for the resolution of differences.

Section 2 Definition of a Grievance

A grievance shall be defined as an alleged violation, misunderstanding, misinterpretation, or inequitable application of this Agreement.

Section 3 Definition of Day

For the purposes of grievances, a day shall be defined as any day the District Office is open for business.

Section 4 Grievance Representation

All employees in the bargaining unit shall be entitled, upon their request, to representation by a Union representative at all formal grievance levels. The parties agree that for any meeting held pursuant to Section 5, B, and C of Article 6, Grievance Procedure only, of this Agreement, that each grievant is entitled to and limited to one (1) steward per individual grievant. In addition, provided both parties agree in advance of the meeting the Union may have an additional steward in attendance as an observer only, not as a participant, at any such meeting, on a rotational basis among recognized stewards, for training purposes. Such stewards in training shall be permitted to observe/attend on no more than two (2) occasions.

Section 5 Procedure

A. Informal Level

Before filing a formal written grievance, the bargaining unit member shall have requested and held at least one informal conference with the immediate supervisor in a good faith effort to resolve the complaint.

B. Formal Level 1

1. Within fifteen (15) days after the grievant knew or should have reasonably known about an alleged violation, misinterpretation, or misapplication of a provision of this Agreement, the grievant must present the grievance in writing on the approved District form to the immediate supervisor or lose the right to grieve. The written statement shall include:

   a. statement of the grievance;
   b. circumstances involved;
   c. specific remedy sought; and
   d. 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.

2. The immediate supervisor shall hold a hearing with the grievant and shall communicate the decision in writing to the grievant within five (5) days after receiving the grievance.

3. In the event the immediate supervisor fails to conduct a hearing and render a decision in writing within five (5) 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 three (3) days.

C. Formal Level 2

1. If the grievant is not satisfied with the Formal Level 1 decision as received from the immediate supervisor, the grievant may appeal that decision by making a clear and concise written statement on the approved District form with all Formal Level 1 materials attached thereto to the Assistant Superintendent – Human Resources or designee; but such appeal must be made within seven (7) days immediately following the receipt of said decision from the immediate supervisor. The Deputy Superintendent – Administrative Services or designee shall hold a hearing

and respond with a written decision to be communicated to the grievant within seven (7) days immediately following the receipt of the appeal statement.

2. In the event the Deputy Superintendent – Administrative Services or designee fails to conduct a hearing and render a decision in writing within the seven (7) days, the grievant shall notify the Superintendent or designee who shall convene a hearing with the Deputy Superintendent – Administrative Services or designee and the grievant within two (2) days after notification and direct the Deputy Superintendent – Administrative Services or designee to render a decision in writing. Such a directed decision shall be made within two (2) days.

D. Formal Level 3

1. If the grievant elects to pursue the matter further, the grievant may, within seven (7) 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) days, request a closed 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.

2. The Board of Education shall, after the hearing, render a decision, in writing, within ten (10) days which shall be final and binding on the parties.

Section 6 Miscellaneous

A. The purpose of the grievance procedure is to secure at the lowest possible administrative level suitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of employees enumerated in this Agreement.

B. All bargaining unit members have the right to file grievances without fear of prejudice or reprisal.

C. 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 the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

D. 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.

E. 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.

F. Grievance resolution matters may be performed during the workday but shall be conducted at times approved by the grievant and the immediate supervisor. The Deputy Superintendent – Administrative Services 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 the Union representative and required witnesses shall be released from duty without loss of compensation.

G. All documents, communication, 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.

H. The District shall make available for testimony in connection with the grievance procedure any District employee(s) with knowledge of the grievance whose appearance is requested by the grievant.

I. If the same alleged violation of the contract, or substantially the same alleged violation of the contract, is made by more than one bargaining unit member, only one member on behalf of himself/herself and the other grievants 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.

J. The Union may be the grievant in Article 3 (Dues and Union Security), Article 4 (Union Rights), and Article 20 (Negotiation Procedures).

ARTICLE 7

HOURS AND OVERTIME

Section 1 The full-time, normal workweek shall consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week. If the workweek is to be other than Monday through Friday, the District and the Union shall have a consultation meeting prior to the change. 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 6 of this Article.

Full-time employees interested in alternate work schedules may refer to the TUSD Classified Employee Handbook Section 10.1.1 and California Education Code Sections 45127 and 45131-45133.

Section 2 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.

Section 3 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 and desired by the employees. 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 time worked during the normal lunch period except if working during a lunch period exceeds eight (8) hours.

Section 4 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per consecutive four (4) hours worked. Schedule to be approved by the supervisor.

A. Specific rest periods may be designated only when operations of the District require someone to be present at the employee's work site. Such times shall be scheduled by the supervisors.

B. Rest periods are part of the regular workday and shall be

compensated at the regular rate of pay for the employee.

Section 5 The District shall make available at each work site lunchroom, restroom, and lavatory facilities for classified employees in the bargaining unit.

Section 6 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay of the employee 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.

A. 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.

B. An employee 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.

C. When an employee is assigned to work on a scheduled holiday, said employee shall be compensated at the rate of time and one-half (1 1/2) times the employee's regular rate of pay in addition to the regular pay received for the holiday.

Section 7 A five percent (5%) shift differential will be applied to those employees where over one-half (1/2) of the regularly scheduled work shift is after 5 p.m. When so qualified, the five percent (5%) differential will 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 more than twenty (20) consecutive days, then the employee shall lose the shift differential upon assuming the new shift.

Except in the event of emergency, when a temporary change in daily hours

of work, work week, or work shift are required, an employee shall be given a written notice of five (5) working days before the change takes place. If less than five (5) day notice is given, the change must be by mutual agreement.

Section 8 When a member of the unit serves in a higher classification on a temporary basis for another unit member in excess of five (5) full work days in the higher classification within a school year (July 1-June 30), the member of the unit shall receive the rate of pay for the higher classification thereafter for all hours worked in the higher classification for the remainder of the school year.

Section 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. Compensatory time granted shall be at the appropriate rate of overtime.

Section 10 Any employee called back to work after completing a shift shall be entitled to pay for hours worked, but not less than for two hours, at the appropriate rate of pay.

Section 11 Any employee shall have the right to reject any offer or request for call back or call. Overtime may be refused if an employee has previously scheduled an appointment that cannot be reasonably altered.

Section 12 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.

Section 13 For the purpose of computing the number of hours worked, all authorized time during which an employee is in a paid status shall be construed as hours worked.

Section 14 Overtime and additional hours 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. A record of overtime and additional hours worked shall be kept for each employee and shall be available to employees and/or their representative. Moreover, in order to implement the provisions of this section the District shall post, and keep current by updating monthly a list of overtime hours worked by each employee in each classification. The posting of the overtime hours worked shall not identify the employee by name, but shall include the employee's date of hire, and/or placement on the seniority list, or other means of identification mutually agreed to by the parties.

Overtime opportunities shall be equitably distributed and assigned based on seniority within the classification at each worksite. Overtime opportunities shall be made in seniority order on a continuing rotational basis. If there are no employees available at the site, the necessary overtime shall be assigned at the district office based on the same criteria. When an employee has worked an overtime assignment, or has refused the opportunity to work an overtime assignment offered pursuant to the rotation, that employee shall rotate to the bottom of the list. Supervisors or other non bargaining unit employees shall not be included in the rotation, The intent of this section is to equitably distribute overtime work therefore overtime assignments of two (2) hours or less, as assigned through the rotation, shall not be charged nor count for rotational purposes. The current practice governing the assignment of overtime hours for bus drivers and cafeteria workers shall prevail for the term of this agreement, unless modified by mutual agreement. Moreover, the parties agree to meet and discuss any changes to current practice upon the written request of either party.

Section 15 When a reduction in an employee's work-year or working hours is contemplated, the District and the Union shall hold consultation meetings prior to the reduction of any hours.

Section 16 The District shall inform the Union of the date on which any contemplated action regarding reduction of hours shall be acted upon by the Board of Education.

Section 17 When employees are required to take specialized training to enable them to receive required certification, such training shall be done during the normal working hours.

Section 18 Work Distribution: All duties shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center.

Section 19 SEIU Local 99 will form their own advisory committee and review and recommend clarification language for the Drivers' Handbook. Two representatives, along with union staff, will meet with District (Transportation management) for review and discussion. Once the Handbook is updated, Section 7, Overtime Procedures, will be included as an addendum to the collective bargaining agreement.

ARTICLE 8

TRANSFER AND ADMINISTRATIVE ASSIGNMENT

Section 1 **Voluntary Transfer:** Transfer requests may be granted at any time subject to availability of positions and the qualifications of the employee.

Section 2 Bargaining unit members who have requested a transfer on the approved district form shall be given first consideration for lateral transfer based upon, but not limited to, seniority, job performance, qualifications, and District needs.

Section 3 In cases where a request for transfer has been granted, that employee shall not be eligible for transfer for a period not to exceed one (1) year except by agreement between the employee and the District.

Section 4 Bargaining unit members who are denied transfer may request, in writing, and shall be granted a meeting with an appropriate administrator to discuss the transfer request. Following such meeting, unit members may request and shall receive rationale for the denial of the transfer request. A copy of the written response shall be placed in the employee's personnel file.

Section 5 **Administrative Assignment**

The Superintendent, subject to the approval of the Board of Education, reserves the right to transfer staff at any time such reassignment appears to be in the best interest of the schools.

An employee who is being transferred administratively shall be notified in writing at least five (5) working days prior to the effective date of the transfer, and shall, if requested also be entitled to a consultation prior to the transfer, except where such written notification and consultation is not possible prior to the effective date of the transfer. If it is not possible to provide such written notification and/or consultation prior to the effective date of the transfer, they shall be provided to the transferred employee as soon as possible. The consultation shall be conducted by the responsible administrator in order to discuss the reasons for the transfer and to provide an opportunity for the administrator to hear and consider the employee's views on the matter. The employee may be represented by the Union at this consultation if he/she so requests. No employee

shall be administratively transferred in reprisal for the exercise of any right provided by this Agreement or applicable law.

ARTICLE 9

TOOLS AND SAFETY

Section 1 The District shall, in a timely manner, provide district designated supplies, tools and equipment necessary to perform assigned responsibilities, conforming to all safety criteria.

Section 2 The District shall provide safety equipment required by CAL-OSHA and shall follow the prescribed rules and regulations of CAL-OSHA regarding safe and healthful working conditions. No employee will be discriminated against in any way for reporting any real or potentially unsafe condition.

Section 3 The District shall pay for medical examinations required by the District or AHERA and EPA regulations.

Section 4 Local 99 shall be entitled to two unit members to be on the District's Safety Committee. One of the members shall be selected by Local 99 and the other selected by the District after consulting with Local 99.

Section 5 Offered or scheduled training for employees to obtain and maintain required licenses and certifications shall be considered work (paid) time by the District.

All District employees are responsible for maintaining a safe and healthful workplace.

If a specific district department manager is interested in implementing a "uniform" policy within the department, the department manager will meet and confer with the appropriate unit members in the department.

ARTICLE 10

HOLIDAYS

Effective July 1, 2024: The District and Union agree to provide only specified unit members one paid Personal Observance Day ("POD"), as explained below, while providing other specified unit members one paid non-workday in lieu of the POD, as explained below. This agreement to provide POD to some unit members and some bargaining units and not others is mutually agreed between the District and Union.

Personal Observance Day (POD)

Unit members in the classifications below shall be entitled to take one paid Personal Observance Day (POD), which may be used subject to the following conditions:

- PODs may be utilized on nonwork days within the unit member's contracted work year.
- PODs shall not be used on an instructional workday immediately prior to or

following a holiday.

- Unit members must request to take PODs five working days in advance.
- PODs may only be used in full-day increments.
- The scheduling of PODs is subject to administrative approval. Requests may be denied if the approval of multiple requests would significantly disrupt the operations of the District. Requests will not be denied for arbitrary or capricious reasons.
- Requests will be honored in the order received.
- PODs do not accumulate year-to-year and are forfeited if not used. If the unit member has submitted three (3) requests, excluding denials as listed above, and has not been permitted to utilize their POD, they shall be permitted to use it after the last day of instruction but on or prior to June 30 of that work year.

The following classifications shall be entitled to receive one POD annually:

Av & Telecom Equip Tech
Carpenter
Computer Support Tech
Custodian
Custodian Trainer
Electrician
Equipment/Cart Mechanic
Fabricating Welder
Facilities & Project Specialist
Glazier
Grounds Maintenance Lead
Grounds Maintenance Worker
Heavy Duty Diesel Mechanic
HVAC Mechanic
Lead Material Support Tech
Lead Mechanic
Locksmith
Maintenance Mechanic
Material Support Technician
Mechanic/Parts Technician
Painter
Plumber
Pool Technician
Trainer - Dispatcher
Transportation Dispatcher/Scheduler

<u>Paid Non-Workday in Lieu of POD</u>

Unit members in the following classifications shall annually receive a paid non-workday on one of the three days (Monday, Tuesday, Wednesday) preceding Thanksgiving. It is the intent of the parties to annually provide this one paid non-workday in lieu of the POD referenced above.

NS Operator I
NS Operator II
NS Services Transport/Stock Assistant
NSA
School Bus Driver

Section 1 The District agrees to provide all employees in the bargaining unit with the following paid holidays:

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

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

Section 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.

Section 3 When a holiday falls on the first day of an employee's weekend (usually Saturday), the holiday shall be observed on the preceding working day (usually Friday). When a holiday falls on the second day of an employee's weekend (usually Sunday), the holiday shall be observed on the following working day (usually Monday).

ARTICLE 11

VACATION

Section 1 Each regular employee shall begin earning vacation time upon initial employment. Such vacation will not be granted until six (6) full months of service have been completed. An exception may be necessary for ten-month employees.

Section 2 Accumulated vacation time for twelve-month employees must be taken before June 30 of each year after the first fiscal year. Ten- and eleven-month employees must take their vacations during the contract year. Twelve-month employees may take their vacations upon completion of their probationary period.

Vacation may be requested by employees in increments of one hour, up to

the total amount of each employee's vacation balance. Vacation requests shall be granted, unless granting the vacation request unduly interferes with specific operational needs(s) of the District.

If and when the District identifies certain periods of time for specific classifications when vacation requests will not be granted, the District shall provide written notification to such employees, with a copy to the Union, of these dates at the beginning of each fiscal year, or as soon as possible. The classification/Union may request a meeting with the appropriate supervisor/manager prior to the time period in question to discuss the need for restricting vacation.

Section 3 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 one year. 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 accrual. The maximum vacation payout at retirement or termination from the District is capped at two year's accrued vacation days.

Section 4 As of July of each fiscal year, each regular full-time employee shall earn vacation time with full pay each month the employee is in a paid status for more than one-half (1/2) the working days in that month as described in the following schedule:

Years of Service	**Days per Month**
1-3	1
4-9	1.25
10-15	1.50
16-20	1.75
Over 20	2.00

Section 5 Regular employees working less than full time shall earn vacation benefits in direct proportion to full-time employees.

Section 6 Short-term and substitute employees do not earn vacation benefits.

Section 7 Upon request, employees shall be provided with their current vacation balance.

ARTICLE 12

LEAVES

The Board of Education may grant a leave of absence upon the request of an employee

as specified in this article. The Board of Education and its employees shall not be held separately or collectively liable for the payment of any compensation or damages arising from the death or injury of any employee on leave of absence.

Section 1 Leave of Absence Without Pay

A leave of absence without pay may be granted for a period up to twelve (12) months upon the written request of the employee subject to the following restrictions:

A. A leave of absence may be granted to an employee who desires to enter training to improve the quality of the employee's service.

B. After sick leave benefits have been depleted, a health leave may be granted to an employee who is incapacitated by illness or injury. A written statement from the employee's physician shall be required to establish the leave and a written health clearance shall be required for return to active duty.

B. A leave of absence may also be granted under circumstances when it appears that such leave would be in the best interest of the District and the employee.

Eligible employees may take an unpaid leave of absence, under the Federal Family and Medical Leave Act for 1993, for up to 12 workweeks during any 12-month period for one of the following reasons:

A. because of the birth of a son or daughter of the employee and in order to care for such son on daughter;

B. because of the placement of a son or daughter with the employee for adoption or foster care;

C. in order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; or

D. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Section 2 Leaves of absence will be reviewed annually to determine the status of the leaves for the following year.

Section 3 All unpaid leaves of absence may be extended or restricted by the Board of Education when the best interests of the School District are to be served.

Section 4 Pregnancy disability leave shall be granted for a maximum of twelve (12) months upon written request.

A. 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 will be effective when requested and mutually agreed to and verification is provided by the attending physician that the employee is pregnant.

B. Should the employee's health preclude return to duty at the end of the maternity leave, a health leave for a maximum of one year may be granted upon request.

C. A classified employee 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 an employee on maternity leave.

Section 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.

A. In the case of a probationary employee, military leave shall not alter the probationary status of the employee, but such absence shall not be construed as a break in the continuity of the service of such employee for any purpose.

B. An employee, while absent from duty because engaged in 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 on which the absence begins, shall be entitled initially to receive one month's salary (or part thereof).

C. 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 service of the District.

D. If it is determined that the time spent in military service may count toward retirement under the Public Employees' Retirement System, the Board of Education will make District payments to the retirement system for the employee who makes the contribution to

the system either during or immediately following the period of military service.

Section 6 Sick Leave

A sick leave schedule is established consisting of one (1) day of sick leave for each full month of employment. The unused portion will be cumulative indefinitely for each year of service.

A. Paid sick leave in conjunction with maternity leave shall be granted for the period of incapacity as verified by the licensed attending physician.

B. Unearned sick leave shall be granted during the fiscal year to permanent employees. However, a probationary employee shall not be eligible to take more than six (6) days of sick leave or the proportionate amount to which the probationary employee may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District.

C. In the event of termination prior to completion of the fiscal year, a deduction will be taken from the final pay warrant for use of unearned sick leave.

D. Employees who are incapacitated by illness may request a leave of absence without pay to become effective after all benefits have expired.

E. If the employee is not medically able to assume the duties of the employee's position at the expiration of the leave, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months as provided in the Education Code.

F. Regular hourly employees shall earn sick leave benefits in direct proportion to full-time employees.

G. Upon request, employees shall be provided with their current sick leave balance.

H. With advance written notice to the employee, or after three (3) days of absence, the Director/Administrator, with consultation as needed with the Human Resources Department, may require the employee to present a statement from a state-licensed physician verifying the duration of the illness prior to any dock in pay, provided that such notice states the specific operational need(s) for medical verification of illness.

Section 7 Extended Illness Benefits

When a classified employee is absent because of illness or accident for a period of five (5) calendar months or less:

A. The five-calendar-month period shall commence on the expiration of all accrued benefits. During this period, full pay shall be given for earned holidays and earned sick leave.

B. After earned benefits excluding vacation have been exhausted, 50% sub-differential pay shall be given for the five-calendar-month period.

C. For any use of extended illness or injury leave the District will require verification from a licensed health care provider that the unit member was physically unable to perform their customary duties. A medical note on file for an extended illness, injury or chronic illness requiring intermittent absences is acceptable.

Section 8 Transfer of Accumulated Sick Leave

A classified person who has been an employee of another California school district 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 district shall have transferred to this district the total amount of sick leave of absence which was accumulated in the first district.

Section 9 Industrial Accident Leave

Any employee who is absent from duty because of job-related illness or injury resulting from an industrial accident and qualifies for workers' compensation shall be granted leave of absence for no more than sixty (60) working days in any one fiscal year for the same job-related illness or injury (leave does not accumulate from year to year) with full salary.

A. Industrial accident or illness leave will commence on the first day of absence. Such industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

B. Payment for wages lost on any day shall not, when added to an award granted the employee under compensation laws, exceed the normal wage for the day. The employee shall endorse to the District wage-loss benefit checks received under the compensation laws.

C. The number of days of illness or injury leave under workers'

compensation laws shall not be deducted from the number of days of illness or injury leave to which the employee is entitled under provisions of the sick leave policy. Upon the termination of the industrial accident or illness leave, provided the employee continues to receive temporary disability indemnity, the employee may elect to take as much of the employee's accumulated sick leave which, when added to the employee's temporary disability indemnity, will result in a payment of not more than the employee's regular salary.

D. If an industrial accident or illness leave occurs at a time when the sixty (60) days will overlap into the next fiscal year, the employee 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.

E. The District reserves the right to secure proof of industrial illness or injury of an employee.

F. Return to Work with Accommodations: An employee may be permitted to return to service after an industrial accident, personal injury or illness upon presentation of a release from their attending physician. If the medical release limits the work activities of the employee, the District shall determine if a reasonable accommodation can be made. Such accommodation will be determined on a case-by-case basis.

Section 10 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 an employee because of the death of any member of the employee's immediate family or any relative living in the immediate household of the employees.

A. Three (3) additional days will be granted to an employee if out- of-state travel or 300 miles in-state travel is required because of the death of any member of the immediate family.

B. Members of the immediate family mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; the spouse, registered domestic partner; son, son-in-law; daughter, daughter-in-law; brother or sister of the employee or the spouse; step-child; step-parent; foster child; any person who has served as a foster parent or legal guardian to the employee; or any relative living in the immediate household of the employee. Under extenuating circumstances, the District may approve persons other than those listed herein.

C. Any additional days requested beyond those provided by this policy must be handled through the provisions of the personal necessity leave policy.

Section 11 Personal Necessity Leave

An employee, at the employee's election, may use up to seven (7) days of sick leave in any school year in cases of personal necessity including any of the following:

A. 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 policy. Members of the immediate family are determined in Section 10, Subsection B, of this article. Permission to use this policy for other relatives because of extenuating circumstances may be granted by the Superintendent.

B. Attendance at the funeral of a close relative or friend not living in the immediate household.

C. An accident involving the employee's property or the person or property of a member of the employee's family. Such accident must:

- be serious in nature;
- involve circumstances the employee cannot reasonably be expected to disregard; and
- require the attention of the employee during the employee's assigned hours of service.

D. An illness or problem of a member of the employee's immediate household as defined in item (1) of Section 11, Subsection C, above, serious in nature, which, under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during the employee's assigned hours of service.

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

F. The birth of a child making it necessary for the father to be absent from his position during the assigned hours of service.

G. The adoption of a child making it necessary for the father and/or mother to be absent during assigned hours of service.

H. Appearance in court as a litigant.

I. Perform necessary duties as an elected official as a mayor or as a city council member.

Section 12 Jury Duty

The Board of Education shall grant 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. The leave shall be granted with pay up to the amount of difference between the employee's regular earnings and any amount the employee receives as juror's fee. Not more than two percent (2%) of the employees of the District shall be granted leave of absence with pay for jury duty at any one time.

Section 13 Subpoena Leave

When a regular employee is absent because of a mandatory court appearance, except as a litigant, the employee shall suffer no monetary loss by reason of this service.

A. Fees, exclusive of mileage, paid by the court or party requiring an employee's appearance shall be paid to the School District unless the fees are greater than the employee's salary, in which case the employee may retain the fees and be listed as absent due to personal business.

B. A copy of the subpoena or certificate of the Clerk of the court must be filed with the absence report.

Section 14 Union Convention Leave

The District shall grant convention attendance leave without pay and without expenses for up to five (5) working days per year for a maximum of five (5) employees for the purpose of attending a Union- authorized convention, provided that no more than one employee is absent from any office or operational unit for such purpose at one time.

Section 15 Child Care Leave (Unpaid)

An unpaid leave shall be granted to a permanent employee to care for such employee's own (including adopted) child of under ten (10) years of age. Proper written application must be submitted to Human Resources at least ten (10) working days prior to the commencement of such leave.

The leave, together with any renewal thereof, shall not exceed twelve (12) calendar months in duration.

Section 16 Catastrophic Leave

Catastrophic leave permits unit members to donate sick leave credits to another unit member when that unit member or a member of his or her spouse or dependent child suffers from a catastrophic illness or injury.

Definitions:

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates the spouse or dependent child of the employee's family which incapacity requires the employee 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 employee because he or she has exhausted all of his or her sick leave and other paid time off.

The District and Local 99 will establish procedures which will outline how employees may utilize the provisions of the catastrophic leave program.

Section 17 Break in Service

No absence under any paid leave provision of this article shall be considered a break in service. All benefits under the provisions of this agreement shall continue to accrue under such absence.

ARTICLE 13

SEVERABILITY

Section 1 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 provisions 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.

Section 2 In the event of suspension or invalidation of any article or section of this Agreement, the parties will meet at the request of either party 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 14

WAGES AND SALARY

Section 1 All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions. Upon request of the Union, the District agrees to meet with the Union to discuss additional paycheck itemizations, including leave balances.

Section 2 All employees in the bargaining unit shall receive their regular paychecks no less than once a month.

Section 3 Any payroll error resulting in insufficient payment to an employee in the bargaining unit shall be corrected and a supplemental check issued within five (5) workdays from the date the insufficient payment occurred and the payroll department was notified and had validated the insufficient payment.

Section 4 Employees in the bargaining unit authorized to use their vehicle for District business shall be reimbursed at the then current IRS rate as designated per Board Policy for all miles driven on behalf of the District.

Section 5 The District agrees to compensate employees for anniversary increments in accordance with the current salary schedule.

Section 6 **Salary and Reopener**

The Torrance Unified School District shall increase the salary schedule by 5% effective July 1, 2023.

The Torrance Unified School District shall provide all unit members in paid status on December 1, 2023 with an off-schedule payment of $1,000. The $1,000 amount is for paid status of 1.0 full-time equivalent or greater; less than a 1.0 assignment will have the $1,000 bonus reduced in proportion to the work assignment (e.g. an 80% FTE assignment would receive $800).

The Torrance Unified School District shall increase the salary schedule by 3.0% effective July 1, 2022. The parties agree that this provision settles all negotiations for the 2022-23 bargaining cycle.

The “entire agreement” referred to above includes a Memorandum of Understanding between TUSD and SEIU 99 regarding security cameras on busses, which is currently needing a response from SEIU 99 to the prior TUSD proposal (copied below).

Section 7 Comprehensive Classification/Compensation Study

The District shall ensure that all SEIU Local 99 represented positions shall undergo a comprehensive classification/compensation study as follows:

1. No later than October 1, 2013, a joint labor-management committee shall be formed, comprised of one bargaining unit member (selected by the Union) and one District management representative (selected by the District), from each of the following areas: Transportation, Food Services, Maintenance & Operations, Warehouse, Custodial, Grounds and Telecommunications/Computer Repair.

2. The joint labor-management committee shall meet at least monthly. At its first scheduled meeting, the committee shall establish dates and times not to exceed four meetings which shall be scheduled in the afternoon.

3. The resources of the Personnel Commission shall be used, including outside consultants, to provide updated job descriptions and classifications, time-and-motion and other workload studies, promotional opportunities, and a review of comparable employers.

4. The joint labor-management committee shall review the information with the intent of providing a report and recommendations for consideration by the parties at the negotiations table. This report and recommendations shall be submitted no later than February 1, 2014.

ARTICLE 15

HEALTH AND WELFARE BENEFITS
TWO-TIER BENEFIT SYSTEM
TIER ONE: FOR ALL EMPLOYEES HIRED BEFORE MARCH 8, 1991

Section 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 20 or more 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 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.

Section 2 The District shall provide health, dental, life and vision insurance benefits for the term of this Agreement. Also, the District shall make available State Disability Insurance to the members of the bargaining unit. Full-time employees and other designated employees of the Unit would reduce their District Income Protection Plan eligibility waiting period to 30 days and drop their coverage under the state disability plan. In order to maintain the current cost to employees, an amount equal to .8% of the employees' compensation will be funded by the District.

Section 3 Effective October 1, 2013, the District's contribution toward the payment of benefits shall be a total of $900.00 tenthly ($9000.00 annually), to cover the cost of health, dental, vision, life insurance, and income protection.

Section 4 Unit members employed prior to March 8, 1991 are entitled to up to $50.00 tenthly ($500.00 annually) cash-in-lieu of the District's contribution.

Section 5 Employees shall be entitled to purchase dependent coverage for health insurance via payroll deduction.

Section 6 Bargaining unit members shall continue to be covered under the District's health and welfare benefit programs through the last day of September during the year of which this Agreement terminates.

Section 7 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 they pay the required premiums in a manner consistent with District practice.

Section 8 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 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 five (5) consecutive years prior to retirement.

Section 9 The District will continue the IRS 125 plan options.

TIER TWO: FOR ALL EMPLOYEES HIRED ON OR AFTER MARCH 8, 1991

Section 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 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 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.

Section 2 The District shall provide health, dental, life, vision, and income protection insurance benefits for the term of this Agreement. Also, the District shall make available State Disability Insurance to the members of the bargaining unit.

Section 3 Employees shall be entitled to purchase dependent coverage for health insurance via payroll deduction.

Section 4 Bargaining unit members shall continue to be covered under the District's health and welfare benefit programs through the last day of September during the year of which this Agreement terminates.

Section 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 they pay the required premiums in a manner consistent with District practice.

Section 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 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 five (5) consecutive years prior to retirement.

Section 7 The District will continue the IRS 125 plan options.

Section 8 **Reimbursement**

A. 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.

B. 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 the property was agreed upon between the employee(s) bringing the property and the immediate supervisor.

C. 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 $300 for each separate item.

D. The District shall be entitled to subrogation rights, if any.

ARTICLE 16

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 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. 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).

Section 2 If an employee believes a District administrator or supervisor or other person systematically and persistently badgers, upbraids, or threatens an employee, the employee shall utilize the TUSD Civility Procedures in lieu of the grievance procedure. 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 17

EVALUATION PROCEDURES

Section 1 Principles of Evaluation

Employees' immediate supervisors have the responsibility to evaluate assigned personnel based upon supervisors' direct observation and/or knowledge. The evaluation shall cover the major areas of employees' responsibilities and duties. Unsatisfactory evaluations require a prior conference followed by a written summary of the unsatisfactory performance, and specific suggestions for improvement.

Section 2 Time and Number

A. Probationary employees shall be evaluated prior to the end of the third (3rd) and fifth (5th) months of service. However, if during the probationary period any items on the evaluation form are rated "Needs Improvement" or "Unsatisfactory," then the employee may be evaluated every month during the remainder of the probationary period.

B. Permanent employees shall be given a performance evaluation at least once every year. The District shall make a reasonable effort to evaluate employees prior to their anniversary date.

C. The evaluator, who shall not be a member of the bargaining unit, shall discuss the written performance evaluation report with the employee. Both the evaluator and the employee shall sign and date the evaluation. Employee's signature on the evaluation does not indicate agreement with the evaluator's comments, only receipt of the evaluation. Employees may initiate a written response to an evaluation which shall be included with and attached to every official copy of said evaluation. Whether an employee opts to submit a written response to an evaluation does not preclude such employee from utilizing the Appeal Process established in this Agreement.

Copies of the evaluation together with any attachments will then be distributed as follows: One (1) copy to the employee; one (1) copy to the evaluator; and one (1) copy to the employee's personnel file.

Section 3 If any category on the performance report is rated "Needs Improvement" or "Unsatisfactory," the following will be included in the evaluation conference:

(1) A clear concise statement of the specific area(s) of problem or concern.
(2) The desired improvement;
(3) Suggestions as to how to improve performance in the specific area(s) of problem or concern.
(4) Provisions for assisting the employee to improve performance: As established in this Agreement, "Unsatisfactory" evaluations require a prior conference, followed by a written summary of the unsatisfactory performance and specific suggestions for improvement. Therefore, in addition to the items above,

documentation of the dates and specific recommendations to support/improve the unsatisfactory remarks shall be included in the conference.

Section 4 Review of the performance evaluation by the next higher level of administrative authority is optional. Any comments made by the reviewer shall be signed and shown to the supervisor who made the evaluation and to the employee.

Section 5 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 next level supervisor (department head, principal, or division head) within ten days from the date of the formal evaluation conference.

Section 6 Personnel Files

A. Employees shall be provided any negative or derogatory material at least ten (10) working days before it is placed in said employees' personnel files. Employees shall also be given an opportunity during the duty day, within the ten (10) day period, without loss of compensation, to review, comment, initial, and date the material. The opportunity shall be approved by the employees' immediate supervisors during the employees' duty day. The written response shall be attached to the material as it is placed into the personnel file.

B. Employees shall have access to their personnel files during regular business hours, but not during duty hours unless under extenuating circumstances; and upon written consent of the employees, a representative of the exclusive bargaining agent shall be permitted to examine and/or obtain copies of materials in said employees' personnel files at cost of duplication for non- grievance purposes.

C. The person(s) who places material in an employee's personnel file shall sign the material and signify the date on which the material was placed in the file.

ARTICLE 18

PROMOTION

Section 1 All promotional examinations shall be in accordance with state and federal regulations.

Section 2 All promotions for bargaining unit members shall be based upon competitive examinations which may be in any one or combinations of the following forms:

A. Oral examination
B. Written examination
C. Performance or demonstration examination

Section 3 Upon successful completion of the competitive examination, the person shall be interviewed by a qualification appraisal board which is considered an intrinsic part of the examination process. The appraisal board shall not include the immediate supervisor or department head.

Section 4 The minimum grade (70%) or standing which determines eligibility shall be based on all parts of the examination, except failure in one part shall preclude consideration of other parts of the examination.

Section 5 Candidates who successfully pass all parts of the examination process shall be placed on an eligibility list in rank order.

Section 6 Eligibility lists shall be valid for no less than six (6) months or no longer than one (1) year.

Section 7 Appointments shall be made from any one of the first three successful candidates appearing on an eligibility list who are ready and willing to accept the position.

Section 8 When the eligibility list is reduced to less than three (3) eligible candidates, a subsequent examination may be requested by the department head. If a subsequent examination is held in which an eligibility list exists of two (2) or less candidates, the eligibility list will be combined with the existing list in accordance with the relative scores received.

Section 9 An eligible person whose name is on the earlier list may be a candidate for a later examination, and the person's name will be placed on the list in accordance with the highest score received.

Section 10 Employees promoted to a position in a higher classification shall be placed on a salary step that will insure a salary increase of no less than two and one-half percent (2 1/2%).

Section 11 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.

Section 12 Temporary vacancies that have traditionally been filled by long term substitutes will first be offered to regular employees that have affirmed their interest in filling a temporary vacancy in the classification through

satisfying the testing procedures as well as the entire process for qualifying for that classification as determined by the Personnel Commission before being offered to a long term substitute. In the event a regular employee is assigned to a position pursuant to the foregoing paragraph, they shall maintain their status as a regular employee and a long-term substitute may fill their position for the duration of the assignment. At the conclusion of the assignment the regular employee shall be returned to their former position, thereby displacing the long- term substitute assigned to their position in their absence. The differential as set forth in section 10 hereof shall be applicable for all hours worked by a regular employee so assigned.

ARTICLE 19

LAYOFF AND REEMPLOYMENT

Section 1 Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Whenever a bargaining unit member is laid off, the order of layoff within the class shall be determined by length of service. The bargaining unit member who has been employed the shortest time in the class plus higher classes shall be laid off first. Reemployment shall be in the reverse order of layoff. Laid off employees are eligible for reemployment in a class, from which laid off, for thirty-nine (39) month period and shall be employed in the reverse order of layoff.

Section 2 For purpose of this Article, length of service is defined to mean hire date as a regular probationary unit member within a class.

Section 3 Time in paid status shall not mean any service performed prior to entering into a probationary or permanent status in the classified service of the District.

Section 4 Unit members subject to layoff shall have a right to bump an employee with less seniority in any equal or lower class in which the unit member formally served satisfactorily.

Section 5 Alleged violations involving the implementation or application of the seniority roster shall not be subject to the grievance procedure.

Section 6 If two (2) or more employees subject to the layoff have equal class seniority, then the determination shall be made by District-wide hire dates, unless equal, in which case the determination shall be made by lot.

Section 7 An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee.

Section 8 The District shall comply with the layoff procedures required by law including Education Code 45117, California Government Codes 11503 and 11505, and other laws and regulations (existing and future) applicable to layoff/reduction in hours of classified employees.

A. A permanent classified employee identified for layoff/reduction in hours shall be notified on or before March 15 of the District's intent to proceed with layoff/reduction in hours. Upon receipt of a written notice, and as is afforded by Education Code 45117, a permanent classified employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year.
B. The Executive Director of the Union shall be given written notice at least thirty (30) calendar days before the meeting at which the Board of Education receives notification of the unit members who will receive a notice of layoff/reduction in hours.
C. Upon request, the District shall provide the Union a reasonable opportunity to negotiate the effects of the layoff/reduction in hours.
D. Nothing in this Article shall prohibit the District from adhering to the statutory timelines required by Education Code 45117 and/or other laws and regulations applicable to layoff/reduction in hours.
E. Notwithstanding the other requirements of Education Code 45117 respecting layoff of permanent classified employees when classified positions must be eliminated as a result of the expiration of a specially-funded program, the employees to be laid off, the Executive Director of the Union shall be given written notice not less than 60 days prior to the effective date of the employee's layoff. The written notice informs them of their layoff date and their displacement rights, if any, and reemployment rights.

ARTICLE 20

NEGOTIATION PROCEDURES

Section 1 Negotiation Procedures

A. All negotiation meetings shall take place exclusively between the representative or representatives of the parties.

B. The union shall present its initial proposal to the Board of Education in a public meeting of the Board in February. The Board shall hold a public meeting in March for public input and may present its initial response to the Union's proposal at that meeting or the Board meeting in April. 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.

C. The Board of Education may respond to the proposals after the public hearing. If the Board does not respond after the close of the public hearing, the Board shall respond at its regular meeting to all proposals not later than the regular meeting following the public hearing.

D. Either party may utilize the services of outside consultants to assist in the negotiations.

E. 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.

F. Impasse, mediation, and fact finding shall be governed by applicable Government Code sections and PERB rules.

G. Employees shall be given reasonable paid release time for negotiations. Reasonable paid release time shall be taken in not less than one-half (1/2) - day segments, except by mutual consent of the parties. Up to seven (7) members of the bargaining unit shall be released for negotiations, provided that there is no more than one (1) employee released at the same time from any one (1) of the following District operational divisions: custodial, transportation, food service, warehouse, computer repair, grounds maintenance, and M & O.

Section 2 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.

Section 3 The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item during the life of this Agreement except those articles stipulated in this Agreement.

ARTICLE 21

DURATION AND ZIPPER

The parties agree that bargaining for the 2022-23 bargaining cycle is settled. The parties agree to Salary/Health and Welfare Benefit Reopeners and up to two (2) additional Article selected by each party (unless the parties mutually agree to open additional Articles) in the second (2023-2024) and third (2024-2025) years of the three-year contract.

This Agreement and each of its provisions shall become effective as of July 1, 2022, except as otherwise herein provided, and shall continue in full force and effect until June 30, 2025.

Further, this Agreement is subject to approval by the Board of Education of the Torrance Unified School District and the members of the Service Employees International Union, Local 99 (SEIU).

Regarding Article 12 - Section 14 - Convention Leave

The parties agree that after the conclusion of this bargaining cycle, that Article 12, Section 14 will be further explored during the current school year for a potential Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TORRANCE UNIFIED SCHOOL DISTRICT
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 99
EFFECTS OF SECURITY CAMERAS

This Memorandum of Understanding (MOU) is between Torrance Unified School District ("District") and the Service Employees International Union, Local 99 C'SEIU Local 99") and sets forth the parties' agreed upon negotiated effects of District decisions regarding security cameras installed on District premises or in District vehicles.
The primary purpose of security cameras is to provide a school environment that promotes the safety of students, employees, and visitors. More specifically:

- Security cameras will not actively monitor events and are intended for replay purposes directly related to accidents, written moving violations received from a law enforcement agency, written accusations, and to verify operational status of the camera systems.
- Security cameras are for protecting students, staff, and District assets.
- Security cameras will be focused on high traffic areas such as entrances, parking lots, hallways, buses, and other locations identified as a security risk.
- Security cameras shall not monitor designated staff break areas. In the event a unit member is taking their break on a bus. the cameras will remain operational but video will only be reviewed as it relates to accidents, written moving violations received from a law enforcement agency, or written accusations.
- Signage will be conspicuously posted at District locations which indicate the presence of security cameras.
- Access to security camera footage is for internal purposes and will only be released to outside parties in the event of a court order, and as needed by law enforcement as provided by this agreement.
- All security camera footage will be saved for 90 days to review activity.
- The District will not use security camera footage to supervise or monitor bargaining unit member's regular work duty performance.
- The District will not use video footage / audio recording(s) to determine promotions and transfers, to discipline SEIU Local 99 bargaining unit members, and/or evaluate employee work performance except in the sole circumstances when
- footage/recordings reviewed prove that a SEIU Local 99 bargaining unit member engaged in an act of potential criminal or illegal physical and/or verbal activity and/or a violation of TUSD Board Policy or TUSD Personnel Commission rules.
- In the event video footage needs to be reviewed for the purposes as detailed above, initially video footage will only be available to TUSD Cabinet members, Director level personnel, and the TUSD Personnel Commission. In the event the initial review demonstrates a basis for potential disciplinary action or release of footage to outside entities, the specific unit

member involved and the unit member's designated representative shall be notified, and the TUSD Board of Education may review footage as well. Any footage that is used as the basis for a personnel action will be made available to the unit member involved prior to the first meeting for any such personnel action.

This MOU is subject to a final approval by SEIU Local 99 and by the Torrance Unified School District Board of Education.

TENTATIVE AGREEMENT BETWEEN TORRANCE UNIFIED SCHOOL DISTRICT AND SEIU LOCAL 99, as agreed to on November 29, 2023

This agreement settles all collective bargaining for the 2023-2024 bargaining cycle.

SEIU Local 99

Manny Rangel
SEIU Local 99

Rob Rodriguez
SEIU Local 99

Angela Leiva
SEIU Local 99

Steven Grudt
SEIU Local 99

Rob Rodriguez
SEIU Local 99

Marco Ramirez
SEIU Local 99

Ann Millbank
SEIU Local 99

Torrance Unified School District

Dr. Keith Butler
Chief Business Officer

Dr. Tim Stowe
Superintendent



12/5/23

Ulises Leon
SEIU Local

ADDENDUM

BUS DRIVER'S EXTRA HOURS AND OVERTIME DISTRIBUTION, CHAPTER 7

Preface

The primary purpose of the TUSD Transportation Department is to provide safe, efficient, dependable, and consistent transportation services to our customers. We are also called to maintain this operation in the most cost efficient manner for the district. Our customers include not only the pupils that ride our buses day to day, but also the parents, school staff, and general public who all comprise the Torrance Unified School District. Our primary mission is to insure that every pupil who rides our buses is comfortable, well cared for, and arrives to school and back home again in a timely manner. Since our most important purpose is providing daily transportation for students with special needs, it is important that we strive to maintain a consistent and uninterrupted daily routine as possible for these students, as stated in a directive by Dr. Stabler, Deputy Superintendant, Torrance Unified School District;

> **"Because of the delicate condition of the majority of the students that we transport, it is imperative that the same driver is assigned to these routes. When there is a change in the daily routine (a different driver) it can negatively influence the rest of the day for the students while this continuity enhances the instructional day for them.**
>
> **We fully understand that there are times when the regular driver must be absent. It is our intent to keep these times at a minimum."**

This commitment to excellence includes being on time for extra curricular trips. The overall goal of this department is only achieved by the combined efforts of you, the drivers, working in conjunction with the support staff of supervisors, office staff and mechanics. Each of these plays a vital role in the overall operation and in fulfilling our ultimate goal, which is to provide not just good, but excellent service.

Due to the differences in complexity in the distribution of extra work between the school year, when enough work is available for ongoing rotations of the seniority list, and break times (winter, spring and summer) that have a more simplistic rotation; the purpose of this section will outline and define the procedures involved with the different rotations for the distribution of extra work and overtime during the regular school year from the first day of school through the last day of school.

Article 7, Section 14 of the Bargaining Agreement between SEIU Local 99 and TUSD, will be adhered to for all distribution of extra work and overtime.
This portion of the TUSD School Bus Driver's Handbook outline of procedures is designed to be as comprehensive as possible, covering all aspects of normal day to day operation.

TORRANCE UNIFIED SCHOOL DISTRICT

SCHOOL BUS DRIVER'S HANDBOOK, CHAPTER 7

7. Distribution of Extra Work & Overtime

The following system and procedure shall be used in assigning extra work during regular school days and weekends throughout the school year**.**

7.1 – GENERAL PROVISIONS

7.1.1 – Final Authority on Trip Assignment

With an understanding that the primary purpose of the TUSD Transportation Department is to meet the needs and requirements of the district on a day to day operational basis, and realizing that there will be the occasional situation wherein a specific circumstance does not readily fall under the procedures in this outline, the Manager of Transportation and Safety has the final authority on personnel assignments, and will make whatever exceptions are deemed necessary to ensure that all trips are covered and that work is assigned fairly and equitably among the bargaining unit members.

7.1.2 – 24 Hour Notice

Dispatch will make every effort to give at least 24 hours notice to all drivers for trip assignments in rotation. Drivers in return are expected to give the same 24 hours notice if they intend to turn back a trip. More than two last minute, (or same day) turn backs without a qualifying excuse, within 30 calendar days shall result in the loss of opportunity to work extra time for one (1) week.

7.1.3 – Driver's Availability/Ability to Complete Assignment

Any situation wherein a driver is not able, or available to complete an assignment, and so notifies the supervisor or dispatch, he/she immediately surrenders that assignment and will automatically be granted the appropriate time off. Whatever the work assignment, regular routes, field trips, extra work, etc.; dispatch will have the responsibility and duty to cover that work with another driver so as not to interfere with the department's commitment of service.

7.1.4 – Extra Work Eligibility

In order for a driver to be eligible for any extra evening work assignment on a "regular workday", or "weekday", (i.e., Monday, Tuesday, Wednesday, Thursday, or Friday), he or she must work the entire same day, with the exception of time off in the morning with prior approval or a bona fide emergency in the morning. In the case of such emergency, driver must report status update and estimated arrival time for PM Route by 10:00 am.

7.1.5 – Late Trips (Trip Requests received after bid posting)

Trips that are submitted and/or otherwise received after bid posting of available trips can not be included in the bid, but will be subject to continuing rotation after award of the initial bid is completed.

7.1.6 – Substitute Drivers Performing Extra Work

Substitute Drivers can perform extra work only in the circumstance wherein there are still available trips after the rotation of regular drivers has been exhausted.

7.2 – DISTRIBUTION OF MID-DAY EXTRA WORK

During the week extra work may become available during the mid-day between morning and afternoon routes. This work may include trip coverage, payroll deliveries, bus evacuation drills/training, or other similar assignments. The following procedure will be used to distribute this work on a daily basis.

7.2.1 – Extra Mid-Day Work

Extra Mid-Day work will be assigned by the Dispatcher/Scheduler under the supervision of the Manager/Supervisor as per the seniority rotation schedule, with appropriate consideration to feasibility with regular service schedules, time availability, and equipment capacity.

7.2.2 – Driver Availability

A driver may submit a letter to be placed in their file stating that they do not wish to be considered for Extra Mid-Day Work on a regular basis, with an understanding that there may be a time or occasion that they will be expected to assist with such extra work when necessary**.** Available extra mid-day work will be assigned as follows:

A. Work will be assigned in seniority order to those who are available.
B. Availability will be governed by minimum interference with a driver's regular schedule.
C. Drivers will not be assigned extra work that results in overtime until all available drivers have been used.
D. All extra assignments will be a minimum of one (1) hour in duration.

7.2.3 – Fieldtrip Assignment

The following procedure will be used in assigning field trips:

A. Field trips will be assigned to transit bus routes by feasibility within the area served, then by availability of driver, then by consideration of seniority and a fair distribution of regular pay hours. Keeping in mind our directive to maintain a consistent and uninterrupted daily routine as possible for our special needs students at all times.
B. Regular runs may be covered when feasible to allow for field trip coverage. Exceptions to this are runs transporting pupils to or from school which require special equipment.

C. Drivers who bid Transit bus routes and do NOT wish to be assigned to field trips must notify the Manager in writing. Otherwise, it is assumed that all transit route drivers will be available for these trips when possible.
D. Any conflicts in schedule (i.e. personal appointments, etc) that would prevent transit route drivers from being available for field trips must be reported to the Manager at least 24 hours in advance to allow ample time to organize the necessary trip coverage.

7.3 – DISTRIBUTION OF EVENING AND WEEKEND TRIPS

7.3.1 – Rotation Systems

At the beginning of the school year each September, a seniority list will be posted including all regular drivers. All extra work will be assigned using this seniority rotation list starting at the top with the most senior driver.
Four different rotation lists have been established to manage the distribution of Extra Work;

1-Monday through Thursday,
2-Friday,
3-Saturday, and
4-Sunday.

Pupil Free Days, any applicable Holidays. (see Section 7.6.1 and Section 7.6.2), as well as Winter, and Spring Breaks will have separate rotations,
(see Section 7.6.3-A).
The Summer Break is subject to a separate bid process and rotation,
(see Section 7.6.3-B).

7.3.2 – Driver Availability

The "Extra Work Availability Sheet" will be posted each week by Friday morning at 8:00 am. Each driver who opts for extra work availability for that particular week must sign their initials in the appropriate area for each of the days they are available for extra work. The sheet will come down on the following Friday morning at 8:00 am. If a driver fails to indicate the days they are available, it will be assumed that they are not available for extra work that week, unless that driver otherwise communicates with management regarding his/her availability before the designated cut off times for each rotation**.**

7.3.3 – Emergency Trip Coverage

In cases of emergency situations (such as extremely late last minute trip submissions, or late turned back trips), dispatch has the responsibility to cover these trips as quickly as possible. A driver's contact availability may play a crucial part in being offered this work. However, driver's willing to take on this last minute work will not lose their position in the appropriate rotation.
(Emergency situations include, but are not limited to, circumstances wherein a last minute trip arises within two working hours of the trip time.)

7.3.3.1 – Weekdays; Monday through Fridays
In an emergency situation dispatch will seek the first available driver in the yard to fulfill the need with consideration of feasibility, seniority, etc.

7.3.3.2 – Weekends
In an emergency situation dispatch will rely on a list of available drivers who have committed to their availability and promised to report to the yard no later than one half hour after receiving a phone call.

7.3.3.3 – Availability List
The list will be established at the beginning of each school year and drivers will have the right to adjust their availability on the list at any time. When/if dispatch calls a driver to cover an emergency trip and cannot readily reach that driver; dispatch will proceed down the list until contact is made, and that driver will remain eligible for the next rotation of the list. If a responding driver does not uphold his or her commitment to report to the yard in time, that driver may be permanently removed from the list.

7.3.4 – Cancellations, Make-Ups and Priority Holds
If a driver is assigned to a trip in the Monday-Thursday rotation, and the trip is cancelled, that driver will be offered any trip that becomes available in that rotation for that week. If the driver elects not to take the trip that is offered, the makeup will be considered as satisfied. If no additional trips are available at the time of cancellation, the driver will be given a Make-Up (**MU**) trip on that same rotation.
If a driver is awarded a trip on the Friday, Saturday, or Sunday rotations and the trip is canceled, that driver will be given a **MU**. If other work comes in the driver will be offered the new work, and the elective applies as described in Section 7.5.4 – E**.**

When a driver denotes his or her availability on the Extra Work Sign-Up Sheet, and during the award process is not eligible to assignment of available trips due to work schedule conflict, wherein the driver cannot perform the available work, he or she will be given a Priority Hold (**PH**) in the next applicable rotation. (See Sections 7.5.4 – A & H for specific details.)

7.4 – MONDAY THRU THURSDAY ROTATION
Extra time will be assigned for Monday thru Thursday starting with the first driver in the rotation. Each driver will be assigned the first available trip Monday thru Thursday. Each driver in the rotation seniority will receive the best trip available depending on operational feasibility. If a driver comes up in rotation and is unavailable for any trip to be assigned, they will be passed by and the rotation will move on to the next driver, with the exception of rules pertaining to a Priority Hold. (See Section 7.3.4)

The rotation for Monday thru Thursday extra work begins at the time the Availability sign-up sheet is removed each Friday at 8:00 am. Therefore, the cut off time to declare availability for this rotation is 8:00 am each Friday morning.

7.4.1 – PH or MU as applied to Monday thru Thursday Rotation

The PH or MU will be satisfied by assigning the first available trip in rotation to that driver. If the first available trip falls on a day when the driver is not available to work, the PH or MU continues. If the driver elects not to take the trip that is offered, a PH will be considered as satisfied. A MU is subject to rules outlined in Section 7.5.4.

7.5 – FRIDAY, SATURDAY & SUNDAY ROTATIONS

7.5.1 – Eligibility for Weekend Work

A driver must work at least a half day on Friday in order to be eligible for extra work on Saturday, or Sunday. Any work time missed on a Friday MUST be with prior approval to remain eligible for weekend work. Calling off same day, for more than half a day on Friday will void eligibility for weekend work, unless the reason for the absence falls under the following exceptions:

A. If a Driver is required to report for jury duty or has been subpoenaed for a court appearance, and provides at least 48-hour written notice to the department manager or their designee of the scheduled time off.
B. If a driver is on authorized bereavement (as described in the Personnel Commission Classified Employee Handbook Section 15.7.2) or is attending a funeral for a family member or close friend. Verification of attendance may be required.
C. If a driver has an approved vacation time request at least 48 hours in advance.
D. Any other special situations that are pre-approved and or excused with Manager's approval such as personal emergency sufficient to require that the driver be absent. Such a case may require verification of the nature of the emergency, and a reasonable guarantee that the driver will be available to work his/her weekend schedule. The department manager shall have the final say as to whether the nature of the emergency warrants this exception.

7.5.2 – Trip Posting

Friday, Saturday & Sunday extra work will be rotated on separate lists. Drivers will pick their Friday, Saturday & Sunday assignments based on their position in the appropriate rotation list.

A. The Trip Log for Friday Extra Work will be posted in the Dispatch Lobby on the preceding Thursday, by 6:00 am, with the award process beginning at 11:00 am. Therefore, the cut off time to declare availability is 11:00 am on Thursday for Friday rotation.

B. The Trip Log for Saturday and Sunday Extra Work will be posted in the Dispatch Lobby on the preceding Friday, by 6:00 am, with the award process beginning at 11:00 am. Therefore, the cut off time to declare availability is 11:00 am on Friday for Saturday & Sunday.

7.5.3 – Bidding for Extra Work

A. Bidding for Friday and Saturday Extra Work shall be conducted by a written Bid Sheet, in seniority order starting with the next available driver from the previous week's rotation.

B. Each driver in the eligible rotation will receive a Bid Sheet with which to submit his/her preferences for extra work.

C. Non submittal of a bid sheet when a driver is present at work shall be considered as the driver's intent to pass on any available work for that rotation. No exceptions.

D. In the case when circumstances change in a driver's availability, a driver may contact management prior to the rotation cut off time to change his/her availability status. (See Section 7.5.2 A & B)

E. If a driver is absent on the day of the bid with an excused absence (see Section 7.5.1) and wishes to work in the rotation, the supervisor must have confirmed attendance status for the work day being bid on, and that driver must be available via phone to make his/her selection if a bid sheet was not turned in. If the Manager/Supervisor cannot establish communication with a driver within one half (1/2) hour, that driver will be passed. The driver will however remain eligible for work left over, providing there is still available work at the time contact is made with the supervisor regarding extra work.

7.5.4 – Application of Make-ups & Priority Holds for Regular Rotations

A. A driver with a PH must accept the next available work offered**.**

B. If a driver has a MU from the previous week rotation**,** that driver must make a choice to either use the MU, or stay in regular rotation.

C. In some situations a driver may elect to save, or continue a MU to the next week. Some examples or reasons to save, or continue a MU include, but are not limited to:

1. Pre-approved vacation or other time off requested.
2. Bereavement and other protected leaves.
3. Family emergency.
4. If a driver elects not to use his/her MU and stay in regular rotation, because of their position in the eligible rotation.

D. If a driver elects to save a MU while in the eligible rotation, and chooses NOT to work, the pass on work will count as a save on the MU.

E. A MU, if not used, may be saved, or continued for a maximum of two (2) times. If a driver does not take the MU by the third time the MU will be forfeited.

F. If a driver's actions cause a trip to be canceled, that driver is not eligible for a MU

G. A driver will forfeit a MU as a result of unexcused absence or turning back assigned make-up work on same day as the scheduled MU, unless due to an emergency situation.

H. Whenever a driver's name does not fall within the regular eligible rotation, based on the number of available trips, he/she can choose a trip to satisfy a PH or MU ahead of the regular rotation. If there is more than one PH or MU established for a rotation, bid award will be made in current rotation seniority order. Drivers with a PH will be awarded first, then those carrying a previous MU, then the most recent MUs. A PH or MU is satisfied as soon as a driver accepts a trip under the make-up guidelines above. If the MU trip is canceled due to reasons other than the driver, the MU is renewed and starts a new cycle. (see Section 7.5.4-E)

I. If a driver elects to save a MU because of their position in the regular eligible rotation, and the trip chosen cancels, an additional MU is created and starts a separate new cycle**.** (see Section 7.5.4-C)

J. **Exception for Jury Duty –** Drivers will receive a PH for every time they are passed in any rotation as a result of Jury Duty, provided he/she had noted his/her availability for said rotation. He/she will receive a PH for the first week available after completing his/her jury service. The maximum number of PH's allowable in the case of multiple weeks of jury service is two (2).

7.5.5 – Full Rotations

If, at the time trips are posted, the preceding rotation ended up as a full rotation (wherein every available driver has had an opportunity to receive a trip) for two consecutive weeks, the following change in rotation will take place starting the third week:

A. The rotation starting point will be moved down by three (3) places, and bidding will start at the new starting point. (Only those drivers who are on active work status will be considered on any rotation 'Move Down'.)

B. This system will continue with each two week interval of full rotations, until a break in the full rotation cycle.

C. When a break occurs and the full rotations end, rotation will resume at the new established starting point where the current rotation ends.

7.5.5.1 – Definition of Full Rotation

A rotation will be deemed 'Full' if after the bidding and work has been completed, and ALL available drivers worked, or were offered work (including any last minute trips, passed work, turn backs, and if a Sub Driver works).

7.6 – HOLIDAY, PUPIL FREE DAYS, WINTER, SPRING AND SUMMER

Holiday and Pupil Free Day extra work will be assigned on a separate rotation from other assignments.

7.6.1 – Sunday, Holiday and Pupil Free Day Work

A. Holidays and Pupil Free Days will have a separate sign up sheet to note availability, and are subject to a separate one time rotation for each occasion.

B. Availability for extra work must be indicated on the Extra Work Availability Sheet.

C. If more work is available for a Holiday or a Pupil Free Day than there are drivers who have signed up, the remaining work will be offered to all other drivers in seniority order.

7.6.2 – Pupil Free Day Rotation

Available regular route work on Holidays and Pupil Free Days will be offered to the Regular Driver assigned to that route first. That driver will have a choice to work his/her own route or work in rotation. Any left over route work, or other available work on Holiday and Pupil Free Days will be awarded in seniority order.

7.6.3 – Work & Trips During Winter, Spring and Summer Breaks

Drivers who indicate that they are available to work should be available every day, unless they notify the supervisor otherwise.

A. For the extended winter and spring breaks, a form will be provided for drivers to sign up indicating their availability to work. Available continuing regular route work (county routes, etc.) during these times will be offered to the Regular Driver on that route first. Any other available work including school runs and athletic/activity trips will be awarded on a seniority basis on a separate rotation.

B. A separate bid for summer work will determine work assignments. Any other work will be subject to seniority rotation depending on driver availability and a fair and equitable distribution of work.

7.7 – REVISIONS AND/OR CHANGES TO THIS CHAPTER

Note: This procedure may be subject to adjustment and revision from time to time as necessary, as per Article 7, Section 19 of the Bargaining agreement. Drivers will be notified of changes in writing prior to the implementation date if and when changes are finalized to these procedures.

7.8 – DEFINITIONS

Eligible Rotation –
The number of available trips corresponding to the number of drivers in rotation. (ie, five trips create an eligible rotation of five drivers). This also determines the number of Bid Sheets handed out.

Priority Hold –
Opportunity to receive preferential choice in next rotation because of trip award restriction due to regular work schedule conflict. (See Section 7.3.4)

Make-Up –
Opportunity to receive preferential choice in next rotation due to trip cancelation. (See Section 7.3.4)

Bid Sheet –
The sheet used by drivers to denote their choices by preference during the bidding and award process for Friday, Saturday and Sunday trips.

Rotation Seniority –
Work award based on position in current rotation rather than regular seniority order.

APPENDIX A

BENCHMARK POSITIONS AND COMPARISON SCHOOL DISTRICTS

BENCHMARK POSITIONS

- School Bus Driver
- Nutrition Services Assistant
- Carpenter
- Custodian
- Electrician
- Grounds Maintenance Worker
- Painter
- Plumber
- Material Support Technician

COMPARISON SCHOOL DISTRICTS

- ABC
- Downey
- El Rancho
- Glendale
- Hacienda/La Puente
- Norwalk/La Mirada
- Palos Verdes
- Paramount
- Pasadena
- Rowland

CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT A – OPERATIONS/SUPPORT
2023 - 2024
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
CUSTODIAL							
Custodian	**10**	3833.00	4027.00	4224.00	4440.00	4662.00	*10*
		22.11	23.23	24.37	25.62	26.90	
	10	3922.64	4116.64	4313.64	4529.64	4751.64	*110*
		22.63	23.75	24.89	26.13	27.41	
	15	4012.29	4206.29	4403.29	4619.29	4841.29	*210*
		23.15	24.27	25.40	26.65	27.93	
	20	4191.54	4385.54	4582.54	4798.54	5020.54	*310*
		24.18	25.30	26.44	27.68	28.96	
Custodian Trainer	**17**	4554.00	4781.00	5026.00	5278.00	5532.00	*17*
		26.27	27.58	29.00	30.45	31.92	
	10	4643.64	4870.64	5115.64	5367.64	5621.64	*117*
		26.79	28.10	29.51	30.97	32.43	
	15	4733.29	4960.29	5205.29	5457.29	5711.29	*217*
		27.31	28.62	30.03	31.48	32.95	
	20	4912.54	5139.54	5384.54	5636.54	5890.54	*317*
		28.34	29.65	31.06	32.52	33.98	
GROUNDS							
Grounds Maintenance Worker	**13**	4,125.00	4,330.00	4,547.00	4,775.00	5,015.00	*13*
		23.80	24.98	26.23	27.55	28.93	
	10	4214.64	4419.64	4636.64	4864.64	5104.64	*113*
		24.32	25.50	26.75	28.07	29.45	
	15	4304.29	4509.29	4726.29	4954.29	5194.29	*213*
		24.83	26.02	27.27	28.58	29.97	
	20	4483.54	4688.54	4905.54	5133.54	5373.54	*313*
		25.87	27.05	28.30	29.62	31.00	
Grounds Maintenance Lead	**17**	4554.00	4781.00	5026.00	5278.00	5532.00	*17*
Pest Control Technician		26.27	27.58	29.00	30.45	31.92	
	10	4643.64	4870.64	5115.64	5367.64	5621.64	*117*
		26.79	28.10	29.51	30.97	32.43	
	15	4733.29	4960.29	5205.29	5457.29	5711.29	*217*
		27.31	28.62	30.03	31.48	32.95	
	20	4912.54	5139.54	5384.54	5636.54	5890.54	*317*
		28.34	29.65	31.06	32.52	33.98	
MAINTENANCE							
Pool Maintenance Technician	**17**	4554.00	4781.00	5026.00	5278.00	5532.00	*17*
		26.27	27.58	29.00	30.45	31.92	
	10	4643.64	4870.64	5115.64	5367.64	5621.64	*117*
		26.79	28.10	29.51	30.97	32.43	
	15	4733.29	4960.29	5205.29	5457.29	5711.29	*217*
		27.31	28.62	30.03	31.48	32.95	
	20	4912.54	5139.54	5384.54	5636.54	5890.54	*317*
		28.34	29.65	31.06	32.52	33.98	

CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT A – OPERATIONS/SUPPORT
2023 - 2024
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
Equipment/Cart Mechanic	**22**	5156.00	5411.00	5684.00	5967.00	6265.00	*22*
Glazier		29.75	31.22	32.79	34.43	36.14	
Maintenance Mechanic	10	5245.64	5500.64	5773.64	6056.64	6354.64	*122*
Painter		30.26	31.73	33.31	34.94	36.66	
	15	5335.29	5590.29	5863.29	6146.29	6444.29	*222*
		30.78	32.25	33.83	35.46	37.18	
	20	5514.54	5769.54	6042.54	6325.54	6623.54	*322*
		31.81	33.29	34.86	36.49	38.21	
Audio-Visual/Telecommunications Equip. Tech.	**25**	5550.00	5823.00	6119.00	6422.00	6749.00	*25*
Carpenter		32.02	33.59	35.30	37.05	38.94	
Computer Repair Technician	10	5639.64	5912.64	6208.64	6511.64	6838.64	*125*
Computer Support Technician		32.54	34.11	35.82	37.57	39.45	
Electrician	15	5729.29	6002.29	6298.29	6601.29	6928.29	*225*
Fabricating Welder		33.05	34.63	36.34	38.08	39.97	
Facilities and Projects Specialist	20	5908.54	6181.54	6477.54	6780.54	7107.54	*325*
HVAC Mechanic		34.09	35.66	37.37	39.12	41.01	
Locksmith							
Plumber	**5%**						-
Project Lead	**25**	5,550.00					*25*
HVAC Mechanic Trainee							
WAREHOUSE							
Material Support Technician	**15**	4,337.00	4,552.00	4,779.00	5,016.00	5,270.00	*15*
		25.02	26.26	27.57	28.94	30.40	
	10	4426.64	4641.64	4868.64	5105.64	5359.64	*115*
		25.54	26.78	28.09	29.46	30.92	
	15	4516.29	4731.29	4958.29	5195.29	5449.29	*215*
		26.06	27.30	28.61	29.97	31.44	
	20	4695.54	4910.54	5137.54	5374.54	5628.54	*315*
		27.09	28.33	29.64	31.01	32.47	
Lead Material Support Technician	**18**	4669.00	4905.00	5145.00	5401.00	5675.00	*18*
		26.94	28.30	29.68	31.16	32.74	
	10	4758.64	4994.64	5234.64	5490.64	5764.64	*118*
		27.45	28.82	30.20	31.68	33.26	
	15	4848.29	5084.29	5324.29	5580.29	5854.29	*218*
		27.97	29.33	30.72	32.19	33.77	
	20	5027.54	5263.54	5503.54	5759.54	6033.54	*318*
		29.01	30.37	31.75	33.23	34.81	

CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT A – OPERATIONS/SUPPORT
2023 - 2024
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
TRANSPORTATION							
School Bus Driver	**17**	4554.00	4781.00	5026.00	5278.00	5532.00	*17*
		26.27	27.58	29.00	30.45	31.92	
	10	4643.64	4870.64	5115.64	5367.64	5621.64	*117*
		26.79	28.10	29.51	30.97	32.43	
	15	4733.29	4960.29	5205.29	5457.29	5711.29	*217*
		27.31	28.62	30.03	31.48	32.95	
	20	4912.54	5139.54	5384.54	5636.54	5890.54	*317*
		28.34	29.65	31.06	32.52	33.98	
Mechanic	**19**	4785.00	5026.00	5279.00	5540.00	5815.00	*19*
		27.61	29.00	30.46	31.96	33.55	
	10	4874.64	5115.64	5368.64	5629.64	5904.64	*119*
		28.12	29.51	30.97	32.48	34.07	
	15	4964.29	5205.29	5458.29	5719.29	5994.29	*219*
		28.64	30.03	31.49	33.00	34.58	
	20	5143.54	5384.54	5637.54	5898.54	6173.54	*319*
		29.67	31.06	32.52	34.03	35.62	
Mechanic – Parts Technician	**20**	4906.00	5150.00	5405.00	5679.00	5961.00	*20*
		28.30	29.71	31.18	32.76	34.39	
	10	4995.64	5239.64	5494.64	5768.64	6050.64	*120*
		28.82	30.23	31.70	33.28	34.91	
	15	5085.29	5329.29	5584.29	5858.29	6140.29	*220*
		29.34	30.75	32.22	33.80	35.42	
	20	5264.54	5508.54	5763.54	6037.54	6319.54	*320*
		30.37	31.78	33.25	34.83	36.46	
Trainer – Dispatcher Transportation Dispatcher/Scheduler	**22**	5,156.00	5,411.00	5,684.00	5,967.00	6,265.00	*22*
		29.75	31.22	32.79	34.43	36.14	
	10	5245.64	5500.64	5773.64	6056.64	6354.64	*122*
		30.26	31.73	33.31	34.94	36.66	
	15	5335.29	5590.29	5863.29	6146.29	6444.29	*222*
		30.78	32.25	33.83	35.46	37.18	
	20	5514.54	5769.54	6042.54	6325.54	6623.54	*322*
		31.81	33.29	34.86	36.49	38.21	
Heavy Duty Diesel Mechanic	**23**	5,284.00	5,545.00	5,821.00	6,119.00	6,422.00	*23*
		30.48	31.99	33.58	35.30	37.05	
	10	5373.64	5634.64	5910.64	6208.64	6511.64	*123*
		31.00	32.51	34.10	35.82	37.57	
	15	5463.29	5724.29	6000.29	6298.29	6601.29	*223*
		31.52	33.02	34.62	36.34	38.08	
	20	5642.54	5903.54	6179.54	6477.54	6780.54	*323*
		32.55	34.06	35.65	37.37	39.12	

CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT A – OPERATIONS/SUPPORT
2023 - 2024
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5	
Lead Mechanic	**27**	5832.00	6128.00	6427.00	6750.00	7091.00	*27*
		33.65	35.35	37.08	38.94	40.91	
	10	5921.64	6217.64	6516.64	6839.64	7180.64	*127*
		34.16	35.87	37.60	39.46	41.43	
	15	6011.29	6307.29	6606.29	6929.29	7270.29	*227*
		34.68	36.39	38.11	39.98	41.94	
	20	6190.54	6486.54	6785.54	7108.54	7449.54	*327*
		35.71	37.42	39.15	41.01	42.98	
CAFETERIA							
Nutrition Services Assistant	**C3**	3072.00	3229.00	3386.00	3555.00	3737.00	*303*
		17.72	18.63	19.53	20.51	21.56	
	10	3161.64	3318.64	3475.64	3644.64	3826.64	*403*
		18.24	19.15	20.05	21.03	22.08	
	15	3251.29	3408.29	3565.29	3734.29	3916.29	*503*
		18.76	19.66	20.57	21.54	22.59	
	20	3430.54	3587.54	3744.54	3913.54	4095.54	*603*
		19.79	20.70	21.60	22.58	23.63	
Nutrition Services Satellite Operator I	**C4**	3226.00	3390.00	3554.00	3735.00	3923.00	*304*
		18.61	19.56	20.50	21.55	22.63	
	10	3315.64	3479.64	3643.64	3824.64	4012.64	*404*
		19.13	20.07	21.02	22.07	23.15	
	15	3405.29	3569.29	3733.29	3914.29	4102.29	*504*
		19.65	20.59	21.54	22.58	23.67	
	20	3584.54	3748.54	3912.54	4093.54	4281.54	*604*
		20.68	21.63	22.57	23.62	24.70	
Nutrition Services Satellite Operator II	**C5**	3388.00	3560.00	3734.00	3922.00	4117.00	*305*
		19.55	20.54	21.54	22.63	23.75	
	10	3477.64	3649.64	3823.64	4011.64	4206.64	*405*
		20.06	21.06	22.06	23.14	24.27	
	15	3567.29	3739.29	3913.29	4101.29	4296.29	*505*
		20.58	21.57	22.58	23.66	24.79	
	20	3746.54	3918.54	4092.54	4280.54	4475.54	*605*
		21.61	22.61	23.61	24.70	25.82	
Nutrition Services Transport/Stock Assistant	**C7**	3737.00	3925.00	4115.00	4322.00	4539.00	*307*
		21.56	22.64	23.74	24.93	26.19	
	10	3826.64	4014.64	4204.64	4411.64	4628.64	*407*
		22.08	23.16	24.26	25.45	26.70	
	15	3916.29	4104.29	4294.29	4501.29	4718.29	*507*
		22.59	23.68	24.77	25.97	27.22	
	20	4095.54	4283.54	4473.54	4680.54	4897.54	*607*
		23.63	24.71	25.81	27.00	28.26	

CLASSIFIED SALARY SCHEDULE
BARGAINING UNIT A – OPERATIONS/SUPPORT
2023 - 2024
(Monthly & Hourly Salary Rates)

CLASSIFICATION	RANGE/ LONGEVITY	1	2	3	4	5
ANNIVERSARY INCREMENTS						
STEP 10	89.64					
STEP 15	179.29					
STEP 20	358.54					

TORRANCE UNIFIED SCHOOL DISTRICT

GRIEVANCE

Level I

TO: _____ _____

School Principal or Immediate Supervisor School or Department

Definition: A Grievance is defined as an alleged violation of expressed written terms of the Agreement and that, by reason of such alleged violation, an employee's rights have been adversely affected.

The Grievance procedure is outlined in the Agreement between the Board of Education of the Torrance Unified School District and the appropriate Bargaining Unit.

State the specific terms of the Agreement alleged to have been violated. Please include Article, Section, and Page numbers.

Describe in detail the action taken which you believe was a violation of the terms of the Agreement. In addition, please state how your rights have been adversely affected by reason of the alleged violation. Please include date and time when the alleged violation occurred. (Attach additional pages if necessary.)

Specific remedy sought by Grievant: (Attach additional pages if necessary.)

Date of informal conference: _____ (Attach copy of written informal decision, if requested.)

Signature of Grievant_____ Date_____

TORRANCE UNIFIED SCHOOL DISTRICT

GRIEVANCE

Level II

GRIEVANCE LEVEL II must be filed with the Director - Human Resources within seven (7) days from receipt of the decision at Level I.

GRIEVANT'S NAME:_____
(Please print)

Date of receipt of decision from LEVEL I:

Please give a concise statement for the reason(s) for this appeal. (Attach additional pages if necessary.)

Please submit this completed form with a copy of Grievance Level I and its decision.

Signature of Grievant_____ Date_____

TORRANCE UNIFIED SCHOOL DISTRICT

GRIEVANCE

Level III

Grievant's Name: _____
(Please print)

Grievance Level I Filing Date: _____

After reviewing all documents pertaining to this Grievance, the Bargaining Unit agrees that the decision rendered at Level II has not resolved the alleged violation as stated in the original Grievance.

The Torrance Unified School District is hereby notified that on this date, the Grievant has requested the Bargaining Unit to submit the Grievance for review by the Superintendent.

Date of receipt of decision from Grievance Level II:

Please attach to this Grievant Level III, one copy each:

Grievance Level I
Decision at Level I
Decision at Level II

Signature of Bargaining Unit President_____ Date_____

TORRANCE UNIFIED SCHOOL DISTRICT

GRIEVANCE

Level IV

Grievant's Name: _____
(Please print)

Grievance Level IV Filing Date: _____

After reviewing all documents pertaining to this Grievance, the Bargaining Unit agrees that the decision rendered at Level III has not resolved the alleged violation as stated in the original Grievance.

The Torrance Unified School District is hereby notified that on this date, the Grievant has requested the Bargaining Unit to submit the Grievance to the Superintendent to 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.

Date of receipt of decision from Grievance Level III:

Please attach to this Grievant Level IV, one copy each:

Grievance Level I
Decision at Level I
Decision at Level II
Decision at Level III