

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, 2005

Through

JUNE 30, 2008

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ARTICLE I

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 II

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 III

DUES AND UNION SECURITY

Section 1 The District shall deduct, in accordance with the Union dues schedule, dues from the wages of all employees who are members of the Union and who have submitted dues deduction authorization cards in accordance with the conditions stated on said cards.

Section 2 Any employee who is a member of the Union or who has applied for membership in the Union may sign and deliver to the District an assignment authorizing the deduction of membership dues. Employees who currently have authorization cards on file for the above purpose need not be resolicited. Union dues, upon formal written request from the

Union to the District, shall be increased or decreased without resolicitation and authorization from members. Such deduction authorization shall continue in effect during the term of this Agreement.

Section 3 Upon the termination of this Agreement, the District shall immediately notify the Union Treasurer if any member revokes a dues deduction authorization.

Section 4 The Union shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

Section 5 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.

ARTICLE IV

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 V DISTRICT RIGHTS
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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 VI 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.

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 III (Dues and Union Security), Article IV (Union Rights), and Article XX (Negotiation Procedures).

ARTICLE VII

HOURS AND OVERTIME

Section 1 The full 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.

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.

Section 8 When an employee serves longer than five (5) days in a higher classification within a fifteen (15)-calendar-day period on a temporary basis for another employee, the employee shall receive the rate of pay for the higher classification as prescribed in Education Code Section 45110.

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.
- Section 15** When a reduction in an employee's workyear 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.

ARTICLE VIII

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 entitled to a consultation with 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 IX

TOOLS AND SAFETY

Section 1 The District shall provide all tools and equipment necessary to perform assigned responsibilities which meets state and/or federal safety standards set by the appropriate state and/or federal agency.

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.

ARTICLE X

HOLIDAYS

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
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 XI

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 during the second year of employment.
- 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 earnings. The maximum vacation payout at retirement or termination from the District is capped at two year's earned 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** Employees shall be notified quarterly regarding their accumulated vacation time.

ARTICLE XII

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.
- C. A leave of absence may also be granted under other 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 or 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. Employees shall be notified quarterly regarding their accumulated sick leave.

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, the amount deducted from the employee's salary for any month shall not exceed the sum which is actually paid a substitute to fill the employee's position.

- 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, difference pay shall be given for the five-calendar-month period if a substitute is employed. If no substitute is employed, full pay shall be granted for the remainder of the period.

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 and such accommodation will not hinder the employee from performing their major work activities.

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 500 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; 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.

<p>ARTICLE XIII</p>

<p>SEVERABILITY</p>

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 XIV

WAGES AND SALARY

Section 1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix "B", which is attached hereto and, by reference, incorporated as part of the Agreement. Pay shall also include any shift differential and/or longevity increment required to be paid under this Agreement.

Section 2 All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

Section 3 All employees in the bargaining unit shall receive their regular paychecks no less than once a month.

Section 4 Any payroll error resulting in insufficient payment to an employee in the bargaining unit shall be corrected and a supplemental check issued.

Section 5 Employees in the bargaining unit authorized to use their vehicles for District Business shall be reimbursed at the rate of 37.5¢ per mile for all miles driven on behalf of the District, effective on the final Board approval date of contract.

Section 6 The District agrees to compensate employees for anniversary increments in accordance with the current salary schedule.

Section 7 Reopener

The parties agree to reopen negotiations in 2006-2007 and 2007/2008 to establish salaries, fringe benefits, and articles of mutual agreement. The Union shall submit its salary proposal to the Board of Education at the first regular Board meeting in May of each year.

ARTICLE XV

**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 September 1, 2002, the District's contribution toward the payment of benefits shall be increased \$50.00 tenthly (\$500.00 annually) for a total of \$530.00 tenthly (\$5300.00 annually), to cover the cost of health, dental, vision, life insurance, and income protection.
- Section 4** Employees may not elect to utilize more than \$500 per year of the District's contribution for tax-sheltered annuities.
- 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 XVI

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The District shall follow federal and state guidelines relative to non-discrimination and affirmative action. Further, the District shall follow the provisions of Board of Education Policy 4030.

ARTICLE XVII

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 shall discuss the written performance evaluation report with the employed. Both the evaluator and the employee shall sign the evaluation. Should the employee refuse to sign the evaluation report the evaluator shall select a third party who will verify by signature the refusal of the employee to sign the report. Employees may initiate a written response to an evaluation to be filed with an evaluation in Human Resources.

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) statement of the problem or concern;
- (2) the desired improvement;
- (3) suggestions as to how to improve; and
- (4) provisions for assisting the employee.

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.

- A. 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 XVIII

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 nor 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.

ARTICLE XIX

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.

ARTICLE XX

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 no later than the second regular meeting of the Board in March of the calendar year in which this Agreement expires. The Board shall hold a public meeting no later than the second meeting in April for public input and, at the first Board meeting in May, the Board shall present its initial response to the Union’s proposal. Before the Board takes action on a negotiated agreement, disclosure will be made at a public meeting of the major provisions of the agreement, including the costs that would be incurred by the District under the agreement for the current and subsequent fiscal years.
 - 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 second 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 is defined as a maximum of fifteen (15) days of duty time for five (5) unit members or a total of seventy-five (75) employee days which shall be taken in not less than one-half (1/2)- day segments, except by mutual consent of the parties.

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 XXI

DURATION AND ZIPPER

The District will prepare a 3rd Interim Financial Report (May 15, 2006). If the District's projected unrestricted reserve is in excess of 3.3% for 2005-2006, an automatic salary reopener will occur. Any surplus greater than 3.35% will be considered for additional employee compensation increases for 2005-2006.

The District agrees to Salary/Health and Welfare Benefit Reopeners in the second (2006/2007) and third (2007/2008) years of the three year contract.

This Agreement and each of its provisions shall become effective as of July 1, 2005, except as otherwise herein provided, and shall continue in full force and effect until June 30, 2008.

Further, this Agreement is approved by the Board of Education of the Torrance Unified School District and the officers and members of the Torrance Division of the Los Angeles City and County School Employees International Union Local 99 on this 17th day of January, 2006.

Deputy Superintendent
Administrative Services
Torrance Unified School District

Bill A. Lloyd
Deputy Trustee of Local 99

Paul Belknap
Local 99 Bargaining Committee

Paulette Simpson
Local 99 Bargaining Committee

Barry Simmons
Local 99 Bargaining Committee

Isidro Herrera
Local 99 Bargaining Committee

Margarita Jones
Local 99 Bargaining Committee

- APPENDIX A -

BENCHMARK POSITIONS AND COMPARISON SCHOOL DISTRICTS

BENCHMARK POSITIONS

- School Bus Driver
- Food Services Assistant
- Carpenter
- Custodian
- Electrician
- Grounds Maintenance Worker
- Painter
- Plumber

- Stock Delivery Clerk

COMPARISON SCHOOL DISTRICTS

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

**CLASSIFIED SALARY SCHEDULE - B
BARGAINING UNIT A - OPERATIONS/SUPPORT
2005-2006
(Monthly Salary Rates)**

CLASSIFICATION	RANGE	1	2	3	4	5
CUSTODIAL						
Children’s Center Custodian	10	2,413	2,535	2,659	2,795	2,934
Custodian	10	2,413	2,535	2,659	2,795	2,934
Maintenance Helper	13	2,598	2,727	2,863	3,007	3,159
GROUNDS						
Grounds Maintenance Worker	13	2,598	2,727	2,863	3,007	3,159
Grounds Project Lead	15	2,731	2,865	3,008	3,160	3,318
MAINTENANCE						
Equipment Mechanic	21	3,165	3,325	3,490	3,665	3,846
Glazier	21	3,165	3,325	3,490	3,665	3,846
Maintenance Mechanic	21	3,165	3,325	3,490	3,665	3,846
Painter	21	3,165	3,325	3,490	3,665	3,846
Planning Projects Specialist	21	3,165	3,325	3,490	3,665	3,846
Carpenter	22	3,245	3,406	3,578	3,757	3,943
Audio-Visual/Telecommunications Equip. Tech.	23	3,326	3,491	3,666	3,852	4,041
Computer Repair Technician	23	3,326	3,491	3,666	3,852	4,041
Electrician	23	3,326	3,491	3,666	3,852	4,041
Fabricating Welder	23	3,326	3,491	3,666	3,852	4,041
Heat/Vent/Air Conditioning Mechanic	23	3,326	3,491	3,666	3,852	4,041
Locksmith	23	3,326	3,491	3,666	3,852	4,041
Office Machine Technician	23	3,326	3,491	3,666	3,852	4,041
Plumber	23	3,326	3,491	3,666	3,852	4,041
Project Leadman	5%					
WAREHOUSE						
Stock Delivery Clerk	13	2,598	2,727	2,863	3,007	3,159
Lead Warehouse Technician	16	2,799	2,938	3,084	3,239	3,399
TRANSPORTATION						
School Van Driver	9	13.57	14.24	14.97	15.71	16.50
School Bus Driver	15	15.76	16.53	17.35	18.23	19.14
School Bus Driver – Behind-The-Wheel-Trainer	17	2,867	3,009	3,163	3,322	3,484
Trainer – School Bus Driver	18	2,939	3,086	3,240	3,401	3,573
Transportation Dispatcher/Scheduler	20	3,087	3,241	3,402	3,576	3,753
Mechanic/Bus Driver	21	3,165	3,325	3,490	3,665	3,846
Heavy-Duty Diesel Mechanic	23	3,326	3,491	3,666	3,852	4,041
Lead Heavy-Duty Diesel Mechanic	25	3,495	3,667	3,852	4,041	4,248
CAFETERIA						
Food Services Assistant	C2	10.36	10.85	11.41	11.96	12.57
Food Services Satellite Operator	C3	11.17	11.75	12.33	12.95	13.59
Food Services Transport Asst. – Central Kitchen	C4	12.05	12.66	13.28	13.94	14.65
Food Services Cook	C5	12.29	12.92	13.56	14.23	14.96

ANNIVERSARY INCREMENTS

\$ 56.43 per month after 10 years of service
 \$112.88 per month after 15 years of service
 \$225.72 per month after 20 years of service
 Agreement TUSD/L-99 – 7/1/05 – 6/30/08