



PROVISIONS of AGREEMENT

UNIT A – Clerical and Support Services



**Long Beach
CHAPTER 2
California
School
Employees
Association**

**Effective through
June 30, 2024**

LONG BEACH UNIFIED SCHOOL DISTRICT
1515 Hughes Way
Long Beach, California 90810

CLASSIFIED EMPLOYEES CONTRACT

UNIT A

Effective through

June 30, 2024

As Negotiated By

LONG BEACH UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Long Beach Chapter 2
Unit A – Clerical and Support Service

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PREAMBLE

This Agreement is entered into this seventh day of November 2022 between the Board of Education of the Long Beach Unified School District of Los Angeles County, hereinafter called the "District," and the California School Employees Association and its Long Beach Chapter 2 or its CSEA successor chapter, hereinafter called the "CSEA."

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ARTICLE I**Recognition**

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5 A. The District recognizes the CSEA as the sole and exclusive bargaining agent for classified
6 employees as certified by the EERB (LA-R-567) on June 23, 1977 and occupying classes
7 listed in Appendix A.
8
- 9 1. Excluded from the bargaining unit shall be the following existing classifications:
10 a. Management
11 b. Confidential
12 c. Supervisory
13
- 14 2. Exempt from the classified service are the following:
15 a. Positions which require certification qualifications;
16 b. Full-time students employed part time;
17 c. Part-time students employed part time in any college work-study program,
18 or in a work experience education program conducted by a university or
19 college pursuant to Education Code Article 7 (commencing with Section
20 51760) of Chapter 5 of Part 28 and is financed by state or federal funds.
21 d. Apprentice positions
22 e. Positions established for the employment of professional experts on a
23 temporary basis for a specific project by the governing board or by the
24 commission when so designated by the commission; and
25 f. Substitutes.
26
- 27 B. CSEA agrees to negotiate exclusively with the District's designated representatives under
28 the provisions of Chapter 10.7 of the Government Code, commencing with Section 3540.
29
- 30 C. Newly created management, supervisory, and confidential classifications and positions
31 shall not be in the bargaining unit. Other new classifications created or positions added
32 shall be in the bargaining unit. Any disputed new classifications (including management,
33 supervisory, and confidential classifications) may be submitted to the PERB and shall not
34 be subject to the grievance procedure.
35
- 36 D. Employee Relations Services shall provide the CSEA with notice of proposed newly created
37 or revised classifications and/or positions seven (7) calendar days prior to said Personnel
38 Commission meeting. It is understood, however, that on occasion the needs of the District
39 may limit the time available for review by the CSEA.
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ARTICLE II

Reserved Rights of the District

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- 5 A. It is understood and agreed that all matters not specifically enumerated within the scope of
6 representation as provided in Government Code, Section 3543.2, are reserved to the public
7 school employer and further that the rules of the Classified Service shall continue to be
8 under the jurisdiction of the Personnel Commission. The governing board through the
9 rules of the Personnel Commission shall retain its prerogatives in all areas relating to
10 applications, examinations, eligibility, appointments, promotions, demotions, transfers,
11 dismissals, resignations, layoffs, reemployment, vacations, leaves of absence,
12 compensation within classification, job analysis and specifications, service rating, public
13 advertisement of examinations, rejection of unfit applicants without competition, and any
14 other matters necessary to carry out the provisions and purposes of this Article; and further,
15 the District retains all of its powers and authority to direct, manage, and control to the full
16 extent of the law. Included in, but not limited to, those duties and powers in the exclusive
17 right to:
18
- 19 1. Determine its organization; determine the kinds and levels of services to be
20 provided and the methods and means of providing them;
 - 21 2. Maintain the efficiency of District operations; build, move, or modify facilities;
22 establish budget procedures and determine budgetary allocations; determine
23 methods of raising revenue; contract out work as specifically permitted by law;
 - 24 3. Determine the times and hours of operations; determine staffing patterns and the
25 numbers and kinds of personnel required; direct the work of employees; hire,
26 classify, assign, evaluate, promote, discipline, and terminate employees; and
27
 - 28 4. Establish educational policies, goals and objectives; determine the curriculum;
29 ensure the rights and educational opportunities of students.
30
- 31
- 32
- 33 B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the
34 District, the adoption of policies, rules, regulations, and practices in furtherance thereof,
35 and the use of judgment and discretion in connection therewith, shall be limited only by
36 the specific and express terms of this Agreement, by statutory rights of unit members and/or
37 CSEA, and then only to the extent such specific and express terms are in conformance with
38 law. Further, in setting forth the above-mentioned rights of the District, it is not the
39 intention of the parties to detract from or diminish in any way the statutory rights of CSEA
40 to represent unit members under the Act.
41
- 42 C. The District retains its right to amend, modify, or rescind policies and practices referred to
43 in this Agreement for the duration of an emergency. An emergency shall be defined as
44 those unforeseen circumstances which substantially interrupt or threaten to interrupt the
45 normal District operation and may include but are not limited to: natural disasters; national
46 emergencies; epidemics; riots; police actions; legislative or judicial decisions; initiative or

1 referendum; local exigencies (with the exception of Article XIV, Section D, relevant to no
2 lockout of bargaining unit employees).

- 3
4 D. If the District believes that a violation of the collective bargaining agreement has occurred
5 by CSEA Chapter 2 leadership, Employee Relations Services shall attempt to resolve the
6 allegation in a meeting with the CSEA Chapter 2 President or designee. The Chapter 2
7 president or designee shall investigate the alleged violation and communicate a written
8 response to the District within 20 days after the meeting.
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ARTICLE III

Association Rights

A. The CSEA shall not communicate with employees in person or by phone during the employees' working hours. Any exceptions must be authorized in advance by the Director of Employee Relations Services. During normal hours of operation, upon twenty-four (24) hour advance request and approval of the department head/site administrator, the District agrees to grant to the CSEA access to designated locations for the transaction of Association business with employees on non-duty time. Upon arriving at a work site the CSEA representative will first report to the department head/site administrator to arrange details of the visit. It is agreed that for purposes of this Section, "non-duty times" are before and after the scheduled workday, during the scheduled lunch and break periods of each employee.

If the District advises the CSEA Executive Board of an alleged violation of the provisions of this Section, the Executive Board agree to investigate and take action they deem to be appropriate.

B. The District agrees to provide the CSEA the use without charge of not more than one-fourth (1/4) of the total area of at least one (1) designated employee Association bulletin board at each facility. Such bulletin board will be identified by the immediate supervisor of the facility and labeled "CSEA Business."

C. The District authorizes the CSEA to use District facilities and buildings only with the approval of the principal/site administrator or designee and, when applicable, submission and approval of the proper Civic Center Act form. The CSEA agrees to leave facilities and buildings in a clean and orderly condition.

D. The District agrees that upon advance request the immediate manager/supervisor of the building or facility may grant CSEA the occasional use of District office equipment, dependent upon the following conditions:

1. Use of equipment occurs outside the duty hours of the employee who must also be qualified to use the equipment;
2. Use does not interrupt or interfere with the normal student educational program or work production of the District;
3. CSEA shall pay within thirty (30) days after receipt all bills for the costs of materials and supplies, and repair or replacement of damaged equipment at its depreciated value;
4. CSEA request shall be made through job representatives or officers;

1 5. The District reserves the right to withdraw this provision after five (5) days written
 2 notice to CSEA for violations of the above or misuse by CSEA authorized
 3 personnel.
 4

5 E. The District shall provide CSEA Long Beach Chapter 2 with a complete list of bargaining
 6 unit members' names and other information in accordance with the March 20, 2018 AB119
 7 Memorandum of Understanding entered into by the District and CSEA.
 8

9 F. All requests by CSEA for necessary and relevant information shall be made to Employee
 10 Relations Services. CSEA may inspect at a reasonable time any specific non-confidential
 11 lawful document in the possession of the District. CSEA agrees to reimburse the District
 12 for the reasonable costs of reproducing any such document the Association wishes to
 13 purchase. CSEA agrees to provide the District at cost with copies of Association reports
 14 necessary for the District to discharge its responsibilities under this Agreement. The parties
 15 also agree to place grievances that are dependent on said information in abeyance until the
 16 information is provided to the requesting party.
 17

18 **G. RELEASE TIME FOR ASSOCIATION REPRESENTATIVES**
 19

20 1. **Meet-and-Negotiate.** The District agrees to authorize release time for no more
 21 than eight (8) CSEA representatives per unit to participate in meet-and-negotiate
 22 sessions with the District, but not more than one (1) representative from any given
 23 site, shop, or office, excluding the Chapter President and Vice President from each
 24 unit. Release time for these meetings will not be charged to Association leave. In
 25 addition, the District agrees to authorize release time for a reasonable number of
 26 designated CSEA representatives to present grievances in the steps outlined in this
 27 Agreement.
 28

29 2. **Job Stewards.** CSEA agrees to provide the District with an up-to-date list of
 30 authorized representatives by job classification and work location and to advise
 31 Employee Relations Services in writing of any changes.
 32

33 The CSEA representatives shall notify Employee Relations Services at least
 34 twenty-four (24) hours prior to the use of authorized released time. Notification
 35 must be made to an actual person in Employee Relations Services rather than voice
 36 mail to assure that proper lead time may be given to the affected school or office.
 37

38 To the extent required by law, job stewards shall be provided release time to attend
 39 unit member grievances and/or investigatory meetings, including meetings
 40 concerning reasonable accommodations for disabilities under the American with
 41 Disabilities Act (ADA). As a prerequisite, the unit member must be reasonably
 42 believe that the meeting will lead to an adverse employment action.
 43

44 3. **Personnel Commission.** The District agrees to release a maximum of three (3)
 45 CSEA Chapter representatives to meet with the Executive Officer, Personnel
 46 Commission and Classified Employment prior to each Personnel Commission

1 meeting as needed. The District agrees to release one (1) CSEA representative per
 2 Unit to attend Personnel Commission meetings. A Personnel Commission meeting
 3 agenda will be provided to CSEA prior to each meeting. All released time for
 4 activities enumerated in this paragraph will be charged to Association Leave.
 5

- 6 4. **Board Meetings / District Management.** The District agrees to release one (1)
 7 CSEA Chapter representative per Unit, as needed, to attend Board meetings and
 8 three (3) to five (5) representatives to attend meetings with District management as
 9 needed but not more than two (2) representatives from any given site, shop, or
 10 office. As an exception, more than 2 representatives may attend when the called
 11 meeting regards a specific site, shop or office concern. All release time for activities
 12 enumerated in this paragraph will be charged to Association leave.
 13

- 14 5. **Association Leave.** Upon proper application and approval, the District will grant to
 15 the combined bargaining units (A and B) a total of one hundred thirty (130) days
 16 Association Leave per fiscal year for unit members to conduct or to participate in
 17 CSEA business. The CSEA president or designee shall submit in writing the names
 18 of unit members who are authorized to use the days to Employee Relations Services.
 19 Approval for such Association Leave must be secured at least two (2) working days
 20 prior to the anticipated absence. Following the District's payment of the employee
 21 for the Association Leave, the District shall be reimbursed by CSEA Long Beach
 22 Chapter 2 for the cost of the substitute (if the services of a substitute were utilized)
 23 as well as the District's contribution to the employee's retirement fund. CSEA Long
 24 Beach Chapter 2 shall be invoiced quarterly. Such reimbursement shall be made
 25 within ten (10) days following CSEA's receipt of the District's certification of
 26 payment of compensation to the employee.
 27

- 28 6. **CSEA Chapter President Leave.** The District agrees to provide the CSEA
 29 Chapter President (or his/her designee) up to a total of one thousand forty (1,040)
 30 hours of release time per fiscal year to perform the collective business of the District
 31 and the Association. CSEA shall reimburse the District for the cost of any substitute
 32 used to cover the CSEA Chapter President position during his/her absence.
 33

- 34 7. The District agrees to authorize release time to the officers and unelected classified
 35 bargaining unit members of the CSEA as provided for in Education Code, Section
 36 45210. The District shall be reimbursed by the Association for such leave.
 37

38 The CSEA shall notify Employee Relations Services at least twenty-four (24) hours
 39 prior to the use of release time. If less than twenty-four (24) hours, the Association
 40 shall notify Employee Relations Services via email, FAX or telephone of the
 41 anticipated need. The parties may mutually agree to waive the twenty-four (24)
 42 hour timeline.
 43

- 44 8. In January, April, July, and October of each year, Employee Relations Services
 45 (ERS) will provide a quarterly summary of usage of Association Leave, Job
 46 Stewards, and CSEA State Leave as provided for in Education Code, Section
 47 45210, to the Chapter President. The summary will include name, date, hours, and
 48 the type of leave.

- 1
2 H. As soon as practical after completion of the final ratified Agreement, the District shall
3 arrange for the printing of copies of this Agreement for distribution to current and future
4 bargaining unit employees upon written request within ten (10) working days. The
5 agreements will be available on the Employee Relations web page and the link shall be
6 emailed to bargaining unit employees following negotiations.
7
- 8 I. The District agrees to provide CSEA with a copy of bulletins or memoranda specifically
9 designed to interpret implementation of the collective bargaining Agreement prior to
10 general distribution.
11
- 12 J. **CHAPTER SCHOOL APPLICATIONS.** The District and CSEA agree that, upon
13 receipt of a charter proposal from a group of charter petitioners, the District will forward a
14 copy of the proposal to CSEA.
15
- 16 K. **STAFF DEVELOPMENT.** The District and the CSEA agree that continuing training and
17 staff development for classified employees are very important. They further agree that
18 continuing study and discussion need to occur relative to continued expansion of staff
19 development activities for classified employees. The District is committed to providing
20 classified staff with continuing training opportunities to assist them in performing their
21 current jobs and to prepare them for promotional opportunities. The CSEA is encouraged
22 to submit to the District in-service topics/ideas which would be of value to classified
23 employees for staff development training. This provision applies to staff development and
24 training provided by the Personnel Commission. A committee shall be created to make
25 recommendations for professional development opportunities in accordance with AB1808.
26 The committee shall be composed of up to a total of five (5) CSEA Long Beach Chapter 2
27 representatives of different classification and up to a total of five (5) district personnel.
28
- 29 1. Employees will be encouraged to participate in the programs that are offered by the
30 Personnel Commission.
31
 - 32 2. All work locations/sites shall post make available to all classified employees
33 publications and/or communications from Personnel Commission regarding staff
34 development opportunities.
35
 - 36 3. Employees are encouraged to create a plan with their supervisor to meet the
37 employees' professional development needs.
38
 - 39 4. Bargaining unit employees will be provided with the opportunity to attend staff
40 development training and will be released during work hours to attend training.
41
 - 42 5. Employees recognize that schools and offices must be able to maintain coverage
43 and services.
44
 - 45 6. Employees may opt to attend training off work hours, on their own time without
46 compensation.
47

- 1 7. A record of equitable distribution of training and staff development will be
2 maintained at each work location.
3
4 8. Updates regarding program participation will be provided to CSEA upon request.
5
6 9. The District will contribute a minimum of \$15,000 per year to the Personnel
7 Commission, to be shared by both CSEA Unit A and Unit B, to maximize staff
8 development opportunities for classified Personnel as funding permits. The District
9 may increase funding through grants and other revenue sources.

- 10
11 L. The CSEA will have the right to appoint a bargaining unit member to any District level
12 advisory committee that is relevant to classified employees. The District shall provide the
13 names of those district level committees to the CSEA Chapter President and appointments
14 to these committees will be determined by the president with the advice and approval of
15 the Executive Board.
16
17 M. District/Employee Relations Services (ERS) has requested CSEA representation on the
18 following District-level committees: Health Benefits Committee, Strategic Planning
19 Committee, and Budget Committee.
20

21 The CSEA will have the right to appoint no more than five (5) CSEA members to the above
22 named committees, representing both Unit A and Unit B. Appointments to these
23 committees shall be made by the Chapter President with the advice and approval of the
24 Executive Board. Release time for these meetings will not be charged to Association leave.
25

- 26 N. In January, April, July, and October of each year the District shall provide CSEA with:
27
28 1. A list of all current limited term employees, their hire dates, classifications, reasons
29 for their assignments, and their scheduled release dates.
30
31 2. A list of all current substitutes.
32
33 3. The most recent work sites to which employees have been assigned.
34

35 Limited Term Employees (LTEs) may be used only in those circumstances prescribed in Education
36 Code, Sections 35021, 45286, and 45349.
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ARTICLE IV

Organizational Security

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A. **MEMBERSHIP DUES / DEDUCTIONS.** The District agrees to continue the payroll deduction procedures in effect at the time of ratification of this Agreement.

B. **MEMBERSHIP RIGHTS.** A unit member may elect to become or not become a member of CSEA Long Beach Chapter 2. A unit member who elects to not become a member may forfeit some representational rights from CSEA not required by law, and should consult with CSEA Long Beach Chapter 2 for clarification.

C. **REMITTANCE OF DUES.** With respect to all sums deducted by the District, for membership dues, the District agrees promptly within fifteen (15) days to remit such monies to the CSEA accompanied by an alphabetical list of Unit members for whom deductions have been made, as to membership in the CSEA, and indicating any changes in personnel from the list previously furnished.

D. **PROVISIONS OF INFORMATION.** The CSEA agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this Section.

E. **INDEMNIFICATION.** The CSEA shall indemnify, defend and hold harmless the District against any administrative action before the Public Employment Relations Board and/or any court action challenging the legality or constitutionality of Article IV of this Agreement or its implementation.

The CSEA shall have the exclusive right to decide and determine whether any such action or proceedings referenced in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed.

1 of such overpayment based upon a repayment schedule developed by the Executive
 2 Director, Fiscal Services or designee and the employee. The repayment period
 3 should not be longer than the period during which the employee was overpaid
 4 except that such repayment schedule shall not result in more than twenty percent
 5 (20%) of the take-home pay being withheld from any single pay warrant. In the
 6 event of any payroll error, such error shall be corrected retroactively for a period of
 7 up to three (3) years from the date the error was discovered.
 8

- 9 4. **Mileage.** Any employee in the bargaining unit elected for mileage reimbursement
 10 and required to use his/her vehicle on District business shall be reimbursed at the
 11 current Internal Revenue Business Mileage Rate for all miles actually driven on
 12 behalf of the District. Reimbursement is dependent upon the employee presenting
 13 proof of automobile liability insurance to Risk Management Branch. The mileage
 14 computation shall include mileage necessary to return to the employee's normal job
 15 site after the completion of District business except that no mileage computation
 16 shall include travel to or from the employee's home on a normal workday. All
 17 mileage costs for emergency calls outside of normal working hours shall be
 18 reimbursed. This amount shall be payable in a separate warrant drawn against
 19 District funds upon timely submission of the claim by the employee in the
 20 bargaining unit.
 21

22 All employees who are required by their job descriptions to utilize their personal
 23 vehicle to transport students will receive an annual stipend equivalent to the base
 24 rate insurance industry-wide average for supplemental insurance required of
 25 individuals who routinely transport persons as an essential element of their
 26 employment. Such stipend will be prorated over the employee's FTE assignment
 27 periods. In order to receive this stipend, the employee must provide proof that
 28 payment for supplemental insurance has been made. In addition, proof of
 29 supplemental insurance must be provided annually to the District.
 30

- 31 5. **Meal Reimbursement.** Any employee in the bargaining unit who, as a result of a
 32 work assignment or conference attendance, is authorized to have a meal(s) away
 33 from the District, shall be reimbursed according to currently established District
 34 policy upon timely submission of the expense claim. Catalina Island is part of the
 35 District; therefore, no reimbursement will be made for meals unless overnight
 36 lodging is required.
 37

- 38 6. **Required Travel and Lodging for Occasional Work on Catalina Island.** Any
 39 employee in the bargaining unit who, as a result of his/her work assignment, must
 40 travel to and be lodged on Catalina Island shall:
 41

- 42 a. Travel on a District-approved carrier which will be billed to the District;
 43
 44 b. Stay in private accommodations at a District approved commercial facility
 45 at District expense.
 46

- 1 7. **Compensation for an Employee Working in a Higher Classification.** An
2 employee may be required to perform duties not a part of his/her classification as
3 provided in this Section.

4
5 If a Unit member is assigned duties in a higher classification, not a part of his/her
6 classification, the first five (5) days (forty [40] hours or prorated portion thereof for
7 less than full-time personnel) of such assignment are considered
8 training/experience and not subject to additional compensation. If assigned to such
9 duties in excess of a total of five (5) days, the employee shall have his/her salary
10 adjusted upward for each day he/she is required to work in a higher classification
11 beyond the first five (5) days.

12
13 When an employee has his/her salary adjusted as a result of being assigned to work
14 in a higher classification in excess of five (5) days, the employee shall receive the
15 regular rate of pay for that higher classification at the step within the range that will
16 guarantee a minimum equivalent of a two (2) range (five and one-half percent
17 [5.5%]) increase above the employee's regular rate. In no event, however, shall the
18 higher rate be greater than the maximum step of the higher classification.

19
20 Exception: Employees on reemployment lists as a result of layoff, who are
21 temporarily assigned (upgraded) to their former classification, will have their salary
22 adjusted upward from the first day of work in that former classification.

- 23
24 8. **Compensation During Required Training.** An employee who in order to
25 continue his/her employment is required to attend training sessions authorized in
26 advance by his/her department head/site administrator shall be compensated at the
27 appropriate rate for the day and time of the training. Also, all required costs for
28 transportation, registration, and supplies arising from a mandated program shall be
29 paid by the District. Mileage reimbursement will be paid only for those miles in
30 excess of the regular daily home to work miles. No meal cost allocation is
31 authorized outside normal duty hours.

- 32
33 9. **Uniforms.** If uniforms or protective clothing are required for any Unit employee,
34 the cost of purchase, lease, rental, or replacement of such clothing, equipment,
35 identification badges, emblems, and cards shall be borne by the District. A
36 Uniform/Protective Clothing Committee consisting of equal numbers of CSEA and
37 management shall make advisory recommendations to the appropriate budget
38 administrator.

- 39
40 10. **Replacing or Repairing Employees' Property.** The District shall compensate all
41 bargaining unit employees for loss or damage to personal clothing and property
42 arising from an on-the-job accident which is formally reported to Business Services
43 on the appropriate form. Loss will be determined on the basis of standard insurance
44 depreciation tables. (Bodily injury is not necessary to qualify for this benefit.)
45 Upon proper submission of the claim and approval by the Chief Business and
46 Financial Officer, the claim shall be paid according to the commercial warrant cycle

1 for such claims. As per Labor Code, Section 3208, personal property is defined as:
 2 artificial members; dentures; hearing aids; eyeglasses; watches; and medical braces
 3 of all types.

- 4
 5 11. **Vandalism.** While on District business, in the event an employee's vehicle is
 6 damaged as a result of vandalism, the District will reimburse the employee for the
 7 insurance deductible payment in an amount not to exceed five hundred dollars
 8 (\$500) per incident.

9
 10 The above is contingent upon all of the following:

- 11
 12 a. The employee secures a police report regarding the vehicular vandalism
 13 within twenty-four (24) hours of the incident.
 14
 15 b. The damaged vehicle was parked at an appropriate location while the
 16 employee was required to be engaged in District business.
 17
 18 c. The employee provides Risk Management Branch with evidence of
 19 comprehensive insurance coverage showing the amount of his/her
 20 deductible.
 21
 22 d. The employee provides Risk Management Branch with evidence that the
 23 repair work was actually done, showing the amount of the deductible
 24 payment made by the employee.

- 25
 26 12. **Catalina Island Employees.** In each year, Catalina Island employees shall receive
 27 a travel expense allowance. For 2021-2022, the allowance is \$1153.78, plus any
 28 negotiated percentage increase. Each year thereafter, the allowance will be adjusted
 29 by the same percentage as the salaries of Unit members.

30
 31 Employees working less than full time and/or those working only a portion of the
 32 year shall receive a share of the travel expense allowance proportionate to the time
 33 worked. Employees who work and reside on Catalina Island shall receive a Branch
 34 Assignment Premium as provided in the salary schedule (CCR 571 (a)).

35
 36 Employees working less than full time and/or those working only a portion of the
 37 year shall receive a share of the travel expense allowance proportionate to the time
 38 worked.

39
 40 Upon employee request, the District shall provide costs not to exceed two hundred
 41 fifty dollars (\$250) for moving possessions and an automobile to Catalina Island.

42
 43 The District shall pay employee costs of routine transportation to and from in-
 44 service training meetings required by the District.
 45

- 1 13. **Sick Leave and Vacation Balance Reports.** The District agrees to report sick
2 leave and vacation balances to employees on the salary warrant stubs issued to
3 employees.
4
- 5 14. **Tool Provisions.**
6
- 7 a. The District will provide to all Unit A employees those tools and equipment
8 determined by the District to be required for each job classification/position.
9
- 10 b. The care of all tools and equipment provided by the District is the
11 responsibility of the employee. All such tools and equipment are to be
12 available for use on the job at all times. An annual tool inventory will be
13 conducted by the District and the employee shall reimburse the District for
14 any tools or equipment found to be missing. In the event of theft and upon
15 filing of the required reports and completion of any necessary investigation,
16 tools and equipment will be replaced by the District.
17
- 18 15. **Promotion.** Any employee receiving a promotion shall be moved to the appropriate
19 range and step of the new classification to ensure not less than a minimum
20 equivalent of a two (2) range (five and one-half percent [5.5%]) increase above the
21 employee's regular rate, but in no case greater than the maximum in that new
22 classification.
23
- 24 16. **Initial Step Placement.** New employees normally shall be hired at the first step in
25 the salary range for the classification. New employees with exceptional or unusual
26 qualifications may be employed at higher steps in the salary range by
27 recommendation of the District and action of the Board of Education.
28
- 29 17. **Steps In Salary Range.** Except as permitted by Section A.16. above, each
30 employee shall advance to the next higher step in the applicable salary range as
31 follows:
32
- 33 Step A: First day of assignment through completion of probation (typically,
34 six [6] months or one hundred thirty [130] days of actual paid
35 service in a regular assignment, whichever is longer).
36
- 37 Step B: The day following completion of probation (which is known as the
38 employee's increment date) through completion of one (1)
39 additional year of service.
40
- 41 Step C: The employee's increment date through completion of one (1)
42 additional year of service.
43
- 44 Step D: The employee's increment date through completion of one (1)
45 additional year of service.
46

1 Step E: The employee's increment date through completion of one (1)
 2 additional year of service.
 3

4 For purposes of step advancement, a year of service is one in which the employee
 5 has been compensated for at least fifty percent (50%) of his/her regular work year.
 6

7 **B. HEALTH AND WELFARE BENEFITS.**
 8

9 1. **Employee Eligibility.** All probationary and permanent employees working fifty
 10 percent (50%) or more of a full-time assignment are eligible for health, dental,
 11 vision, and life insurance benefits. All other employees shall be eligible to purchase
 12 benefits by individually paying premium expenses through the Risk Management
 13 Branch at rates established by the District carrier. Effective beginning the 2021-22
 14 insurance year and each insurance year thereafter, the District's health benefit
 15 contribution shall be pro-rated for less than full-time unit members, except that the
 16 District shall contribute up to 50% of the pro-rated premium for the lowest cost
 17 District HMO medical plan available if such plan is selected by the employee.
 18 Effective beginning the 2022-2023 insurance year and each insurance year
 19 thereafter, part time employees employed on Catalina and living on Catalina will
 20 be eligible to enroll in the District provided PPO plan at the same proration rate as
 21 all other part time employees pay for the lowest cost District HOM medical Plan.
 22

23 a. All coverage is effective the first day of paid service or the first paid day
 24 upon return from an unpaid leave of absence.
 25

26 b. Any employee in unpaid leave status for a period in excess of thirty (30)
 27 calendar days may continue health and welfare benefit coverage as provided
 28 in this Article by personally paying the premiums. The percentage of the
 29 annual premiums to be paid shall be the same as the percentage of the
 30 contract year during which the employee is in unpaid leave status. (For
 31 example, a two hundred four [204] day employee on unpaid leave for one
 32 [1] semester, i.e., one hundred two [102] days, is responsible for fifty
 33 percent [50%] of the annual benefit premiums).
 34

35 c. Employees may choose coverage for themselves and their eligible
 36 dependents or domestic partners for whom a Declaration of Domestic
 37 Partnership is currently on file in the office of the Secretary of State for the
 38 State of California. A choice shall be made from any one of the approved
 39 plans described below during the enrollment period announced by the Risk
 40 Management Branch.
 41

42 2. **Health Insurance.** The 2013 District annual maximum contribution toward
 43 individual unit member insurance premiums for District medical plans for eligible
 44 employees to include employee only, employee plus one and family coverage shall
 45 be based on the 2013 District PPO rates. The District dental and vision insurance
 46 shall not be subject to the District's annual maximum contribution.

1
2 Beginning the 2014 insurance year (January 1, 2014) and each year thereafter, the
3 District shall increase the prior year's District annual maximum contribution
4 toward individual unit member insurance premiums for District medical plans for
5 eligible employees to include employee, employee plus one and family coverage
6 by 3.5%. In the event the elected coverage in a District insurance program exceeds
7 the above stated District maximum annual contribution, the cost difference shall be
8 paid by the unit member through payroll deduction. The Health Benefits committee
9 shall actively work to limit increases greater than 3.5%, through plan design
10 modifications, vendor selection, wellness programs, and member education. In the
11 event that the combination of the annual PPO rate increase and/or cost containment
12 results in premiums below the District maximum annual contribution described
13 above, that difference will mitigate future rate increases.
14

15 Effective January 1, 2016, change the health and welfare plan year from the current
16 calendar year (January 1 to December 31) to match the District's fiscal year (July
17 1 to June 30). The change shall be managed in the following manner:
18

- 19 a. January 1, 2016 through June 30, 2016 will be a "short" plan year (6
20 months).
21
22 b. Effective July 1, 2016 the new plan year shall be based on the fiscal year
23 (12 months).
24
25 i. Open enrollment shall take place in May of each year with all plan
26 changes being effective on July 1.
27
28 c. Flexible Spending Accounts will remain on the calendar year and will
29 continue to have their open enrollment in November.
30
31 d. In the initial transition year, the deductibles and out-of-pocket maximums
32 that have accrued during the "short" plan year shall carry over for the first
33 plan year based on the fiscal calendar. The accrued deductible and out-of-
34 pocket maximum then shall reset back to zero on July 1, 2017.
35
36 e. The District Annual Maximum (DAM) shall be converted to the fiscal year
37 by taking the arithmetic average of the DAM for 2016 and 2017 calendar
38 years.
39

40 Example:

$$41 \quad 2016-2017 \text{ DAM} = [(2016 \text{ DAM}) + (2017 \text{ DAM})]/2$$

42 Effective July 1, 2017 the DAM will increase each July 1 by 3.5%.
43

44 The lowest cost District HMO medical plan offered unit members in any
45 given insurance year shall not be subject to the District annual maximum
46 contribution described in Section A,1 above. In the event that the District

1 anticipates that the premiums for the lowest cost District medical HMO plan
 2 may exceed the District annual maximum contribution as described in
 3 Section A, 1 above in the succeeding year, negotiations will automatically
 4 be initiated to address the excess cost during the next round of negotiations.
 5

6 All eligible unit members retiring from the District after August 31, 2013
 7 shall receive the same District annual maximum contribution for District
 8 medical plans provided to active unit members. Eligible unit members who
 9 retire on or before August 31, 2013 shall not be subject to the District's
 10 annual maximum contribution as described above.
 11

12 The District shall apply any health benefit cost containment changes,
 13 including plan design changes, implemented for active employees to
 14 retirees.
 15

- 16 a. **Kaiser Foundation Health Plan.** Unlimited lifetime maximum.
 17 Continuation of existing plan without modification of benefits, except as
 18 noted.
 19

20 (1) Physician Visit: \$10 co-pay, effective 7/1/2017
 21

22 (2) Emergency Room: \$100 co-pay, effective 3/1/2013. The fee is
 23 waived if the person is admitted to the hospital.
 24

25 (3) Chiropractic Care (up to thirty [30] visits per year): \$5 co-pay
 26

27 (4) Out-patient Mental Health: (twenty [20] visits per year): \$5 co - pay.
 28

29 Prescription Plan: (100 Day supply): Retail Generic and Non-Formulary co-
 30 pays are \$5; Retail brand co-pay is \$10 effective 7/1/2017.
 31

- 32 b. **HMO Health Plan.** Unlimited lifetime maximum.
 33 \$250/Individual, \$500/Family per year out-of-pocket limit.
 34

35 (1) Physician Visit: \$10 co-pay effective 7/1/2017
 36

37 (2) Emergency Room: \$100 co-pay, effective 3/1/2013. The fee is
 38 waived if the person is admitted to the hospital.
 39

40 (3) Chiropractic Care (up to thirty [30] days per year): \$5 co-pay
 41

42 (4) Out-patient Mental Health: (fifty [50] visits per year): \$5 co-pay
 43

44 Prescription Plan. Retail co-pay per thirty (30) day prescription: \$5 generic;
 45 \$10 formulary name brand; \$35 non-formulary. Mail order co-pay for a
 46 ninety (90) day prescription; \$5 generic; \$10 name brand formulary; \$35

1 non-formulary. Effective 1/1/2018, the Blue Shield HMO prescription plan
 2 is being transitioned to a four (4) tier system by the provider.

- 3
- 4 1. Tier 1: \$5 Low Cost Medications: Includes some generics and
 5 inexpensive name brands.
 - 6
 - 7 2. Tier 2: \$10 Medium Cost Medications: Includes generics and name
 8 brand dugs.
 - 9
 - 10 3. Tier 3: \$35 High Cost Medications: Includes high cost name brand
 11 drugs
 - 12
 - 13 4. Tier 4: \$35 Highest Cost Medications: Includes primarily Specialty
 14 drugs
 - 15

16 c. **PPO Health Plan**

17 Brief description of coverage: Comprehensive Major Medical.

- 18 (1) Preferred Provider – Effective January 1, 2016, \$300/\$600
 19 deductible; 20% co-insurance; \$1,000 individual/\$2,000
 20 family per year out-of-pocket limit (in addition to
 21 deductible).
 22
- 23 (2) Out-of-Network Provider - Effective January 1, 2016,
 24 \$500/\$1,000 deductible; 40% co-insurance; \$5,000
 25 individual/\$10,000 family per year out-of-pocket limit (in
 26 addition to deductible).
 27
- 28 (3) Chiropractic Care PPO: Up to 25 visits per injury. Extra
 29 visits must be deemed medically necessary as of 1/1/22
 30

31 **Emergency Room Visit:** (In-Network/Out of Network) \$100 co-pay,
 32 effective 7/1/2017. The fee is waived if the person is admitted to the
 33 hospital; subject to plans specifications.)
 34

35 Prescription Plan. The PPO plan will include a comprehensive prescription
 36 program:
 37

- 38 a) National Formulary: The District shall participate in the
 39 National Formulary to the extent offered by the district PPO
 40 Plan's Pharmacy Benefit Manager effective July 1, 2016.
- 41 b) Retail Pharmacy (30 Day Supply): \$5 co-pay for generic;
 42 effective 7/1/2017 \$20 co-pay for formulary; and \$50 co-pay
 43 for non-formulary.
 44
 45
 46

- 1 7. **Tax-Sheltered Annuities.** Employees may participate in the Board approved tax-
2 sheltered annuity plan of their choice through voluntary payroll deduction. The
3 District will consider any plan brought forward by CSEA for approval. The District
4 shall not be required to be the holder for any group annuity plan.
5
- 6 8. **Cost Containment.** The Association agrees to participation in a District cost
7 reduction committee to meet on an as needed basis to address the extensive current
8 and projected increases in health care costs. Recommendations shall be submitted
9 for consideration by the respective collective bargaining teams.
10
- 11 9. **Duration of Benefits.** Health insurance coverage shall be extended to the end of
12 the calendar month for the employee who terminates employment. If an employee
13 has served five (5) consecutive years prior to retirement, the District shall pay for
14 coverage for one (1) additional month. Employees who terminate employment with
15 the District may extend specified health benefits at employee expense as provided
16 in the Consolidated Omnibus Budget Reconciliation Act (COBRA). Information
17 should be requested from the Risk Management Branch.
18
- 19 10. **Benefits of Retiring Employees.** Effective upon ratification of this Agreement,
20 employees (including reinstated employees and employees returning from a valid
21 reemployment list) with fifteen (15) or more years of benefitted service in the Long
22 Beach Unified School District when they retire at age fifty-five (55) or older shall
23 be eligible to have District payment of insurance premiums for health and hospital
24 insurance for themselves and their dependents. This premium payment will end
25 when the retiree reaches age sixty-five (65). Medicare coverage will be primary for
26 those employees who are eligible; the District's plan will provide secondary or
27 umbrella coverage over Medicare payments.
28

29 All retirees and their dependents eligible for Medicare Part A must be registered in
30 the Medicare system in order to qualify for District-paid benefits. All retirees and
31 their dependents must enroll in Medicare Part B. All retirees and their dependents
32 must assign those Medicare Part A (if eligible) and Medicare Part B benefits to the
33 District medical plan carrier they are using in order to qualify for District-paid
34 benefits. This language does not change the years of service and age requirements
35 for Unit members receiving District-paid health benefits upon retirement.
36 Additional information is available from the Risk Management Branch.
37

38 Employees who retire from the District may remain in a District health and/or
39 dental plan by paying personally the insurance premiums. There is no limit on age.
40
41
42
43
44
45
46

ARTICLE VI

Days and Hours of Employment

- 1
2
3
4
5 A. **WORKWEEK.** The workweek shall consist of not more than five (5) consecutive
6 working days.
7
- 8 1. Except for Security Department, Cafeteria/Kitchen Cleaning Crew, and Year-Round
9 Cleaning Crew personnel whose workweek may consist of Saturday and Sunday, an
10 employee's standard workweek may be inclusive of Saturday or Sunday, but not
11 both. When it has been determined that a position's workweek must include a
12 Saturday or Sunday, the positions will be filled as follows:
13
- 14 a. On a voluntary basis, by seniority; or
15
16 b. If there are not volunteers, by the least senior person in the classification.
17
- 18 2. As an alternative to the standard workweek, offices and/or departments may establish
19 workweeks comprised of either four (4) ten (10) hour workdays or eighty (80) hours
20 over a period of nine (9) workdays provided such alternative workweeks meet the
21 following criteria:
22
- 23 a. Consistent with the provisions of the Education Code and the Fair Labor
24 Standards Act.
25
26 b. Address the issue of holidays in a manner which maintains equity with
27 standard workweek employees.
28
29 c. May be inclusive of Saturday or Sunday, but not both.
30
31 d. Endorsed by at least two-thirds (2/3) of the affected employees and the
32 office/department manager.
33
34 e. Established as pilot projects for twelve (12) calendar months with
35 continuation contingent upon endorsement by at least two-thirds (2/3) of the
36 affected employees and the office/department manager.
37
- 38 3. An hourly differential will be paid for hours regularly assigned on Saturday and/or
39 Sunday. This differential shall be the same as the shift differential established for
40 persons assigned to work 12:00 midnight to 7:00 a.m. and will be adjusted by the
41 same percentage as salary for the duration of this Agreement. For employees who
42 are assigned a nontraditional workweek, differential pay will be paid only for work
43 assigned during the period 5:00 p.m. to 7:00 a.m. and/or any hours assigned on
44 Saturday and Sunday.
45
- 46 B. **WORKDAY.** Each employee shall be assigned a fixed and regularly scheduled minimum
47 number of hours. The daily distribution of the hours and the starting and ending times may

1 be adjusted by the District to reflect the needs at each work location. It is understood that no
 2 adjustment shall be made for the purpose of alleviating overtime or for punitive reasons.
 3 Except in an emergency, at least ten (10) days prior to any adjustment that results in a
 4 schedule change, the appropriate department head/site administrator or designee will meet
 5 with the employee(s) for the purpose of providing notice (Appendix J) and discussing reasons
 6 for the schedule change. Such notice shall be in writing on the appropriate Human Resource
 7 Services form. Completed forms will be kept at the employee's work location. The ten (10)
 8 day period may be reduced and/or waived with the employee's consent.
 9

10 For Nutrition Services employees only, "fixed" shall be defined as the scheduling of a regular
 11 number of hours per week; the daily distribution of the hours and the starting and ending
 12 times may be adjusted by the District to reflect the needs of each work location. Cafeteria
 13 supervisors will post by Friday noon the proposed schedule of work hours for school cafeteria
 14 employees for the following week at each school cafeteria.
 15

16 C. **HOURS WORKED.** For the purpose of computing the number of hours worked, all time
 17 during which an employee is in a paid status shall be construed as hours worked.
 18

19 D. **REDUCTION IN ASSIGNED TIME.** Reductions in assigned time shall be accomplished
 20 in accordance with the established layoff provisions in the Rules and Regulations of the
 21 Classified Service and the California Education Code, Article 6, Merit System, and other
 22 applicable education code provisions related to the Merit System. Layoff decisions shall not
 23 be negotiable.
 24

25 1. Employees who are laid off shall be entitled to all rights related to reinstatement in
 26 accordance with statute, Agreement, and the Rules and Regulations of the Classified
 27 Service.
 28

29 2. Employees being laid off with no offer of continued regular employment, or who
 30 decline to accept such offer, in another classification shall be entitled to use a
 31 maximum of twelve (12) hours of release time to seek new employment.
 32

33 3. Employees being laid off with no offer of continued regular benefited employment
 34 in another classification will have all health benefits for which they have been
 35 eligible extended for a period of ninety (90) calendar days following layoff.
 36 Eligibility for benefits is defined in Article V, Section B.1 of the CSEA Agreement.
 37

38 4. The District shall not exceed its authority granted or required by the Education Code
 39 in contracting out for services.
 40

41 5. The District shall not exceed authority provided by statute, Agreement, and the Rules
 42 and Regulations of the Classified Service regarding the assignment of work,
 43 overtime, and the use of volunteers.
 44

45 E. **ADJUSTMENT OF ASSIGNED TIME.** Any employee in the bargaining unit who works
 46 at the direction of a supervisor a minimum of thirty (30) minutes or more per day in excess
 47 of his or her regular part-time assignment for a period of twenty (20) consecutive working
 48 days shall have his/her regular assignment adjusted upward to reflect the longer hours.

- 1
2 F. **LUNCH PERIODS.** All employees covered by the terms of this Agreement who have a
3 workday of five (5) hours or more shall be entitled to a duty-free lunch period of not less
4 than one-half (½) hour which shall occur approximately at the midpoint of the shift.
5

6 The lunch period should be taken away from the workstation. If an employee is required
7 to monitor a radio during his/her lunch period, the employee shall be considered to be on
8 duty and shall be compensated appropriately. This qualification shall not apply to
9 employees who are required to carry communication devices for the purpose of receiving
10 messages, which are not critical emergencies.
11

- 12 G. **REST PERIODS.** Bargaining unit employees shall be granted rest periods which, insofar
13 as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes
14 per four (4) hours worked or major fraction thereof. The fifteen (15) minute rest period
15 requirement does not apply to an employee scheduled to work three (3) continuous hours
16 or less. Employees scheduled to work more than three hours and up to six (6) hours shall
17 be entitled to one fifteen (15) minute rest period; employees who work more than six (6)
18 hours shall be entitled to two (2) rest periods of fifteen (15) minutes each. Rest periods of
19 a total of up to thirty (30) minutes on evening or special work shifts shall be scheduled by
20 the manager/supervisor in consultation with the affected employees.
21

22 Management and supervisory personnel may designate specified rest periods when the
23 operations of the District require someone to be on duty at the employee's work site.
24 Whenever possible rest periods will be scheduled to divide work periods into approximately
25 equal parts. Rest periods are a part of the regular workday and shall be compensated at the
26 regular rate of pay for the employee.
27

- 28 H. **COMPENSATION – SHIFT DIFFERENTIAL.** All persons in the classified service
29 whose regularly assigned time requires them to work between the hours of 5:00 p.m. and
30 12:00 midnight shall be paid shift differential pay at the current rate established in the
31 Classified Salary Schedule for each hour or portion of an hour worked; and those whose
32 regularly assigned time requires them to work between 12:00 midnight and 7:00 a.m. shall
33 be paid shift differential pay at the current rate established in the Classified Salary Schedule
34 for all hours worked. No shift differential pay shall be paid to an employee whose regular
35 shift ends at or before 6:00 p.m. nor to an employee whose regular shift starts at or after
36 6:00 a.m.
37

38 Employees assigned to such work on a continuous basis who are nevertheless ordered to
39 temporary daytime work for periods not to exceed twenty (20) working days each shall suffer
40 no reduction in compensation by reason of the temporary change. Shift differential pay shall
41 terminate effective the first day that an employee is reassigned to daytime hours.
42

43 Shift differentials will be increased by the same percentage as the salary increase each year
44 for the duration of this Agreement. The District agrees to notify the CSEA president each
45 year regarding the amounts of the shift differentials.
46

1 I. **OVERTIME.** Except as otherwise provided herein, all overtime hours as defined in this
2 Section shall be compensated at the rate of pay equal to one and one-half (1½) times the
3 regular rate of pay or at one and one-half (1½) times the rate for the classification in which
4 the work was done, whichever is higher. If there is a misuse of leave, the employee may be
5 susceptible to progressive discipline and face the loss of their overtime assignment.
6 Overtime is defined as follows:
7

8 **Rotation.** On the day of the employee's overtime assignment, they may be removed if the
9 employee leaves, without prior approval, for a portion of the workday utilizing personal
10 necessity, vacation, and/or for medical appointments that do not comply with the prior notice
11 requirements provided in Article VIII.
12

- 13 1. **Standard Workweek.** Any time worked in excess of eight (8) hours in any one (1)
14 day or on any one (1) shift, or in excess of forty (40) hours in a calendar week (except
15 as provided for in Education Code, Section 45127). An employee with an average
16 workday of four (4) hours or more during the standard workweek shall be
17 compensated for any work required to be performed on the sixth (6th) or seventh (7th)
18 day following the commencement of the standard workweek at a rate equal to one
19 and one-half (1½) times the regular rate of pay of the employee designated and
20 authorized to perform the work. An employee having a standard workweek of fewer
21 than four (4) hours shall, for any work required to be performed on the seventh (7th)
22 day following the commencement of the workweek, be compensated at a rate equal
23 to one and one-half (1½) times the regular rate of pay of the employee designated
24 and authorized to perform the work.
25
- 26 2. **Four/Ten (4/10) Workweek.** Any time worked in excess of the ten (10) hours in
27 any one (1) day or work performed on the fifth (5th), sixth (6th), or seventh (7th) days.
28 An employee working an average workday of five (5) hours or less shall be
29 compensated at the rate of one and one-half (1½) times the regular rate of pay for
30 work required on the sixth (6th) or seventh (7th) day.
31
- 32 3. **Nine (9) Hours Per Day, Eighty (80) Hours Per Two (2) Weeks.** Any time worked
33 in excess of nine (9) hours in any one (1) day or in excess of eighty (80) hours in a
34 two (2) week period shall be compensated at the rate of one and one-half (1½) times
35 the regular rate of pay of the employee designated and authorized to perform the
36 work.
37
- 38 4. **Holiday Work.** Employees who perform authorized work on days declared to be
39 holidays shall receive compensation at the rate of time and one-half (1½) in addition
40 to the pay to which the employee is otherwise entitled for the holiday.
41
- 42 5. **Approval.** Employees must receive advanced approval for any overtime to be
43 worked. All approved overtime assignments will be placed in writing by the
44 appropriate department head/site administrator or designee no later than the workday
45 following the day the overtime was worked. Upon request, employees will receive a
46 copy of the authorization for overtime.
47

- 1 J. **COMPENSATORY TIME OFF.** An employee who works assigned overtime shall have
2 the option to accumulate compensatory time credit in lieu of cash payment. Compensatory
3 time credit will be calculated by multiplying the number of actual hours worked by one
4 and one-half (1½). If the service needs of the District will not be impaired, absence for
5 credited time may be granted by the appropriate shop/office manager. Compensatory time
6 off requests shall be submitted in writing at least seven (7) working days in advance prior
7 to the commencement of the compensatory leave period. The department head or designee
8 shall respond within three (3) full working days of receipt with the approval or denial of
9 the request. If the written request is made for 8 hours or less, the approval will be at the
10 discretion of the immediate supervisor/manager. When compensatory time off is
11 authorized in lieu of cash compensation, such compensatory time off shall be granted
12 within the twelve (12) calendar months following the month in which the overtime was
13 worked and without impairing the service rendered by the District. Such compensatory
14 time off shall be at the rate of time and one-half (1½). In the event the compensatory time
15 off is not utilized within the twelve (12) calendar months following the months in which
16 the overtime was worked, the unit member shall be notified in advance and receive
17 compensation for the unused compensatory time. In accordance with the Fair Labor
18 Standards Amendments of 1985, the employee may accrue no more than two hundred forty
19 (240) hours compensatory time.
20
- 21 K. **ASSIGNMENT AND DISTRIBUTION OF OVERTIME.** Assignment of overtime shall
22 be made in order to distribute and rotate overtime as equally as is practical among eligible,
23 qualified members in the bargaining unit within each work location and classification.
24 Additionally, when practical, overtime shall be distributed utilizing an overtime rotation list
25 created by the supervisor based on classification seniority. In this context "qualified" is
26 defined as having the training and experience for the respective classification(s) specific to
27 the overtime assignment and belonging to the respective job family. Overtime shall be
28 posted at each site or work location for those classifications with more than two (2) unit
29 members. An up-to-date account of overtime worked and charged to the unit member will
30 be posted on the first workday of each pay period. The overtime rotation list will be made
31 available upon respective work location decline or an unavailable to work the overtime
32 assignment. Overtime hours worked District-wide shall not affect the placement at the
33 bargaining unit member's primary site overtime rotation list. Any employee working out of
34 classification will not be eligible to work overtime in his/her regular position unless it is
35 determined by the manager/supervisor that there are no other employees in the classification
36 at the respective work location. District managers/supervisors shall have the right to
37 determine whether a need exists or whether a job must be completed and to assign employees
38 required to meet the need. Bargaining unit members may refuse overtime work, except when
39 the District determines that an emergency exists, the manager/supervisor shall be empowered
40 to direct bargaining unit members to work the overtime.
41
- 42 L. **CANCELLATION OF SCHEDULED, NON-CONTIGUOUS WORK.** If, after the
43 employee has reported for previously scheduled work which is not contiguous with his/her
44 regular workday, such work is canceled, the employee shall be compensated for two (2) hours
45 of work at the appropriate rate. The District reserves the right to assign alternate tasks during
46 this two (2) hour period.

- 1
2 M. **CALL-INS, CALL-BACKS.** The needs of the District and the personal wishes of the
3 employee shall be considered when an employee is requested to work outside of his/her
4 regular job schedule. District managers/supervisors shall have the right to determine
5 whether an emergency exists or whether a job must be completed and to assign employees
6 required to meet the need. An employee may refuse call-in/call back work, except that
7 when the District determines that a need exists, the manager/supervisor shall be empowered
8 to direct the employee to work the call-in or call-back. The manager/supervisor shall
9 attempt, where practical, to identify a qualified employee who wishes to work the call-in
10 or call-back before directing someone to work the call-in or call-back against his/her
11 wishes. Assignment of call-in or call-back work will be distributed equally as is practical
12 among eligible, qualified employees in the bargaining unit. An up-to-date account of call-
13 ins and call-backs worked and charged to the employee will be posted on the first workday
14 of each pay period.
15
- 16 N. **MINIMUM CALL-IN TIME.** Any employee called in by a manager/supervisor to perform
17 unscheduled, emergency-type work as part of his/her regular classification on a day when
18 the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the
19 appropriate rate of pay under this Agreement.
20
- 21 O. **CALL-BACK TIME.** Any employee called back by a manager/supervisor to perform
22 unscheduled, emergency-type work as part of his/her regular classification after completion
23 of his/her regular assignment shall be compensated for at least three (3) hours of work at the
24 overtime rate, irrespective of the actual time worked. Call-back work is work performed at
25 a time outside of and not contiguous with the employee's regular work schedule.
26
- 27 P. **SUMMER AND INTERSESSION ASSIGNMENT.** Vacancies due to summer vacation,
28 intersession, or recess and other short-term summer or intersession positions shall be filled
29 by appointments made from appropriate special lists of all eligible classified bargaining unit
30 employees who make specific application each year by the third Friday in March, unless this
31 date falls during spring recess in which case the deadline will be the second Friday in March.
32 The District will notify the affected employees of their proposed summer assignment at the
33 earliest possible date as assignments are finalized. When possible, all employees who
34 receive an assignment will be notified no later than the last week of May.
35
- 36 1. To be considered an eligible applicant, the employee must (a) be regularly
37 employed by the LBUSD on a less than twelve (12) month basis; (b) be available
38 for assignment during the summer recess and/or intersession recess(es), as
39 specified on the application; and (c) meet the qualifications established for the
40 classification to which the appointment is to be made.
41
 - 42 2. In the case of appointment to a classification in which the employee is regularly
43 assigned, the order of appointment shall be on the basis of seniority in that
44 classification. In the case of appointment to a classification in which the employee
45 is not regularly assigned, appointment shall be on the basis of seniority in the District.
46

1 Permanent employees trained in a specific type of summer employment in past years
 2 may be re-employed for identical service, regardless of their place on the summer
 3 employment list.

- 4
 5 3. Seniority credit accrues to all hours in paid status as a probationary or permanent
 6 employee whether during the school year, a holiday, recess, or during any period
 7 that school is in session or closed, but does not include any hours compensated
 8 solely on an overtime basis.

9
 10 4. **Summer /Intersession Employment Eligibility List.**

- 11
 12 a. No person whose last fully resolved service rating is less-than-
 13 satisfactory shall be placed on the summer/intersession employment
 14 eligibility list, unless the employee meets the criteria as outlined in Article
 15 VI.P.4.b.
 16
 17 b. If additional summer assignments are available, employees who have
 18 satisfactorily completed their Improvement Plan and Strategy for
 19 Assistance shall be *eligible* for summer/intersession employment following
 20 the assignments of employees whose last fully resolved service rating is
 21 satisfactory. The order of appointment shall be in accordance with Article
 22 VI.P.2.
 23

24 Q. **CIVIC CENTER ACT PERMITS.** Any employee who works under provisions of a Civic
 25 Center Act permit shall receive a minimum of three (3) hours pay at the appropriate rate,
 26 except in cases in which the work is an extension of the employee's normal workday.
 27

28 R. **CUSTODIAL RUN BIDS.** Annually, between June 1 and August 31, the custodian
 29 supervisor will convene a meeting of all-night custodians assigned to the site during which
 30 he/she will distribute and discuss assigned duties run sheets prepared for all custodial runs
 31 and assigned duties at that site. Following discussion of the various runs and assigned duties,
 32 the custodian with the most seniority in the district for their respective shift (day or night)
 33 will have first choice of run assignments or assigned duties, the custodian with second most
 34 seniority in the district will choose, and so on, until all custodial runs or assigned duties have
 35 been assigned.
 36

37 If a run becomes vacant during the year or if significant changes are made to existing
 38 custodial runs or assigned duties, rebidding will occur based on the above-described order of
 39 choice.
 40

41 Each year, all custodians will be surveyed about their shift preference, (night or day). Their
 42 preference and seniority shall be taken into consideration prior to assignments being
 43 finalized. The final determination on day/night shift assignments will be made by the district.
 44

45 S. **WORKYEAR.** Effective July 1, 1993, employees assigned to a twelve (12) month calendar
 46 will have a standard work year of two hundred sixty (260) days per fiscal year. This

1 standardized work year will be achieved by implementing, as necessary, no more than two
2 (2) equalization days which will be scheduled by the District during the winter recess period.
3 Such equalization days will have no impact on the employees' annual salaries. If an
4 employee is required to work on an identified equalization day(s), he/she has the option to
5 accrue compensatory time off at the "straight time" rate. Utilization of accrued compensatory
6 time is subject to provisions specified in Article VI, Section J. of this Agreement.
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ARTICLE VII

Holidays

A. **SCHEDULED LEGAL HOLIDAYS.** The District agrees to supply all employees in the bargaining unit with the paid holidays included below. The District shall set the date of each holiday annually and shall make available to each employee a school district calendar on which the dates shall be listed.

*Independence Day	New Year’s Eve
Labor Day	Dr. Martin Luther King Jr Day
Admission Day	Lincoln Day
Veteran’s Day	Washington Day
Thanksgiving Day	Memorial Day
*Friday following Thanksgiving Day	Juneteenth
Christmas Eve	
Christmas Day	

*Independence Day does not apply to ten (10) month employees (traditional, or flex) including 206, 209 and 220 day employees whose assignments do not include this date.

B. **ADDITIONAL DESIGNATED HOLIDAYS.** The District reserves the right to designate additional paid holidays and agrees that the total number of paid legal and designated holidays for eligible employees shall not be less than thirteen (13) days.

C. **DESIGNATED HOLIDAYS FOR EMPLOYEES ASSIGNED TO A FLEX CALENDAR.** The paid legal and designated holidays for ten (10) month employees assigned to a flex calendar shall be the same paid legal and designated holidays afforded employees assigned to a traditional school calendar.

<u>Example:</u>	Holidays	Holidays
	<u>Flex Calendar</u>	<u>Traditional Calendar</u>
	Admission Day	Admission Day
	Labor Day	Labor Day
	Veteran’s Day	Veteran’s Day
	Thanksgiving Day	Thanksgiving Day
	**Friday following	**Friday following
	Thanksgiving Day	Thanksgiving Day
	Christmas Eve	Christmas Eve
	Christmas Day	Christmas Day
	New Year’s Eve	New Year’s Eve
	Dr. M. L. King Jr. Day	Dr. M. L. King Jr. Day
	Lincoln Day	Lincoln Day
	Washington Day	Washington Day
	Memorial Day	Memorial Day
	Juneteenth	Juneteenth

1 D. **HOLIDAY IN LIEU OF SPECIFIED HOLIDAY.** Prior to July 1 of any school year,
 2 the governing board of the school district may designate other days during such year as
 3 the holidays to which classified employees are entitled in lieu of the holidays on February
 4 12 known as *Lincoln Day*, the third Monday in February known as *Washington Day*, the
 5 last Monday in May known as *Memorial Day*, or September 9 known as *Admission Day*,
 6 as specified in Education Code, Section 45203, provided that such designated days will
 7 provide for at least a three (3) day weekend. Classified employees shall be required to work
 8 on the regular holiday for which another day is designated pursuant to Education Code,
 9 Section 45205, and for work of eight (8) hours or less, shall be paid compensation at their
 10 regular rate of pay.

<u>Workdays</u>	<u>Holidays</u> <u>Traditional Calendar</u>
193	Labor Day Admission Day Veterans Day Thanksgiving Day Friday following Thanksgiving Day Christmas Eve Christmas Day New Year's Day M. L. King, Jr. Day Lincoln Day Washington Day Memorial Day Juneteenth

28 When a holiday to which an employee is entitled as described occurs while the employee
 29 is on intersession recess, the holiday shall be paid as a holiday.

31 When a holiday to which an employee is not entitled as described above occurs during a
 32 work period, the employee will not work and will not be paid.

34 E. **DESIGNATED HOLIDAYS FOR EMPLOYEES PARTICIPATING IN FOUR/TEN
 35 (4/10) OR NINE/EIGHTY (9/80) PILOT PROJECTS.** The number of hours of a holiday
 36 for employees participating in four/ten (4/10) or nine/eighty (9/80) pilot project workweeks
 37 shall be the same number of hours afforded employees assigned to a standard workweek.
 38 The pilot project will specify the manner in which equity will be maintained.

40 F. **HOLIDAY PAY.**

1. **Eligibility.** All probationary or permanent employees that are part of the classified
 42 service shall be entitled to holiday pay as provided herein, provided they are in a paid
 43 status during any portion of the working day immediately preceding or succeeding
 44 the holiday.
2. **Rate of Pay.** Holiday pay shall be at the rate the employee would have received had
 46 the day not been a holiday.

1
2 a. Employees who fill a less than full-time assignment will be entitled to holiday
3 pay based on the percentage of time they are assigned, regardless of the
4 manner in which they are assigned.

5
6 (1) Example 1: A fifty percent (50%) assignment = twenty (20) hours
7 per week at four (4) hours per day for each of five (5) days.
8 Employees who are assigned at four (4) hours per day for each of five
9 (5) days per fifty percent (50%) assignment = twenty (20) hours per
10 week at eight (8) hours per day for two (2) days and four (4) hours for
11 one (1) day. Employees who are assigned two and one-half (2 ½)
12 days per week also earn and receive holiday pay for four (4) hours per
13 holiday.

14
15 (2) Example 2: A fifty percent (50%) assignment = twenty (20) hours
16 per week at eight (8) hours per day for two (2) days and four (4) hours
17 for one (1) day. Employees who are assigned two and one-half (2 ½)
18 days per week also earn and receive holiday pay for four (4) hours per
19 holiday and the work site is entitled to the difference between the
20 twenty (20) assigned hours and the four (4) holiday hours, or a total
21 of sixteen (16) hours for the week. It is the joint responsibility of the
22 department head/site administrator and the employee to rearrange the
23 assigned work hours in the week in which a holiday falls to implement
24 this concept.

25
26 b. When a holiday immediately follows the completion of a specific assignment
27 by a regular employee in a position other than the one to which he/she is
28 regularly assigned, the employee shall be paid for the holiday at the rate for
29 the regular assignment.

30
31 c. When a holiday immediately precedes the first day of service by a regular
32 employee in a new assignment either on a probationary or permanent basis,
33 the employee shall be compensated for the holiday at the rate of his/her
34 assignment immediately preceding the holiday.

35
36 3. **Holidays During Winter Recess.** Employees whose regular assignments do not
37 require their attendance at work during the winter recess period, but who have been
38 compensated for any portion of the working day next preceding or immediately
39 following the recess period, shall be entitled to pay for legal holidays. Assigned time
40 shall be the basis for all holiday pay. (See Section F.2.a. of this Article.)

41
42 4. **Holidays on Weekend.** When a holiday falls on the first day of an employee's
43 weekend, the employee shall observe the immediately preceding day as though it
44 were a holiday. When a holiday falls on the second day of an employee's weekend,
45 the employee shall observe the following day as though it were a holiday. The two

1 (2) days that employees are not regularly required to work when they are assigned on
2 a typical workweek will be considered their "weekend."
3

- 4 5. **Holiday on Vacation or Paid Leave.** When a holiday occurs while an employee is
5 on vacation or a paid leave of absence, the holiday shall be paid as a holiday and not
6 charged against any leave benefits.
7
- 8 6. **Paid Military Leave.** Paid military leave shall not be deemed to be paid leave of
9 absence for purpose of this rule.
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ARTICLE VIII

Leaves of Absence

A. **SICK LEAVE.** Every full-time probationary and permanent employee in a paid status shall be allowed full pay for absence caused by personal illness or personal incapacity as follows:

12-Month Employees	106.08 hours per year
235-Day Employees	95.88 hours per year
225-Day Employees	91.80 hours per year
220-Day Employees	89.76 hours per year
209-Day Employees	85.27 hours per year
207-Day Employees	84.46 hours per year

Other eligible employees shall be entitled to a proportionate allowance according to the assignment.

1. Each employee who receives an initial appointment after July 1 shall be credited as of the date of his/her appointment with a number of days proportional to the remainder of his/her assigned work year.
2. An employee serving an initial probationary period shall not be eligible to be paid for more than half the days of full pay for illness provided until the first day of the pay period after completion of one hundred thirty (130) days of paid service in a regular assignment.
3. Thereafter, as long as he/she remains a regular employee, he/she will be credited annually with the number of full-pay illness days provided for his/her assignment year.
4. The employee who does not complete the year of service after the July 1 yearly grant of sick leave according to his/her assignment shall have the sick leave balance reduced proportionally to the number of days to the date of his/her departure from the District. This adjustment may result in an overpayment which would be handled as described in Article V, Section A.3.

B. **UNLIMITED ACCUMULATION OF LEAVE ALLOWANCE.** There shall be no limit to the year-to-year accumulation of unused days of full-pay illness leave.

- 1 C. **CUMULATIVE SICK LEAVE USE SUBJECT TO PROOF.** All employees are to
 2 report absences to their work site in accordance with Section Y of this article. The District
 3 may require evidence of facts relevant to any illness leave for which there exists the suspicion
 4 of possible abuse of such leave. Where suspicion exists, the employee shall be notified of
 5 said requirement prior to utilization of leave.
 6
- 7 D. **ABSENCES - DISTRICT-DESIGNATED PHYSICIAN.** When an employee required to
 8 report to the District-designated physician as specified in this Agreement is unable to secure
 9 an appointment within a reasonable period of time (e.g., the physician is on vacation or
 10 catastrophic leave), Section G.4. of this Article shall apply.
 11
- 12 E. **SICK LEAVE RECORDS AND INSPECTION.** Complete records for each classified
 13 employee shall be maintained showing the number of days of sick leave accumulated by each
 14 employee and the number of days of sick leave annually used by each employee. Each
 15 employee's record will be open to his/her inspection.
 16
- 17 F. **NO SICK LEAVE WHILE ON LEAVE OR LAYOFF.** Layoff or leave of absence
 18 without pay shall not be considered an interruption of continuous service, but illness leave
 19 shall not be allowed while an employee is in a non-paid status.
 20
- 21 G. **REPORTS REQUIRED UPON RETURN AFTER ILLNESS OR ACCIDENT.** Each
 22 employee absent from duty on account of illness or accident shall submit to the District-
 23 designated physician a health report as follows:
 24
- 25 1. **Absence Less Than Five (5) Months.**
 26
 - 27 a. The employee on sick leave must report his/her intention to return from
 28 absence directly to the work site prior to the end of the workday before return
 29 to service. The deadline for reporting such intent to return from absence will
 30 be included in a written procedure that will be communicated to the employee
 31 based upon the policy of the specific work location/department. In incidents
 32 in which the employee has not notified the work site in a timely manner and
 33 reports to work when a replacement substitute has been assigned to work, the
 34 employee shall be charged with appropriate (sick, vacation, personal, etc.)
 35 leave for the day and the substitute shall be paid.
 36
 - 37 b. Employees returning to work after illnesses of more than four weeks and
 38 those out at any time following hospitalization and accidents shall be
 39 cleared by their own physician and shall submit the required
 40 form to the District-designated physician for review and clearance.
 41
 - 42 2. **Absence Exceeding Five (5) Months.** Employees who have been absent from duty
 43 because of illness or injury for a period of more than five (5) school months shall
 44 be cleared by their own physician and shall submit the required form to the District-
 45 designated physician for review and clearance.
 46

- 1 3. **Return From Military Service.** Employees returning from a leave of absence for
2 military service exceeding two (2) calendar months shall be cleared by their own
3 physician and shall submit the required form to the District-designated physician for
4 review and clearance.
5
- 6 4. **Health Report Required At Any Time.** The Deputy Superintendent, Human
7 Resource Services, or his/her designee may require and direct an employee to submit
8 to a physical examination should it appear to be necessary for the best interests of the
9 District. These examinations may be made by the District-designated physician at
10 District expense, or by the employee's physician at the employee's expense.
11
- 12 5. **Health Reports Made To The District-Designated Physician.** The report of the
13 examining physician shall be made to the District-designated physician on the
14 District-required form and shall include a response to all items listed therein.
15
- 16 6. **Special Health Examination Required.** The Deputy Superintendent, Human
17 Resource Services, or his/her designee may require any employee who has been
18 permitted to return to duty under the terms of this Agreement and who is again absent
19 by reason of illness or accident during the same calendar year for a period of one (1)
20 month or more to report to the District-designated physician for a health examination.
21

22 H. **REQUIRED HEALTH EXAMINATIONS.** The Deputy Superintendent, Human
23 Resource Services, or his/her designee may require an employee to report for a health
24 examination when in his/her judgment it is apparent that the employee or the District may be
25 harmed if the condition/situation is allowed to continue. It is the District's right to require a
26 medical examination of any employee by a physician of its choice at its discretion and
27 expense. If the report of the physician shows the employee is in an unfit condition to perform
28 regular duties, with or without reasonable accommodation, the employee may be required to
29 absent himself/herself by being placed on administrative leave not to exceed five (5) days
30 until a determination of leave status is made by Human Resource Services. If the health
31 examination is given other than during the employee's regular working hours, the employee
32 shall be granted time off equal to that required for the examination. Overtime provisions
33 shall apply. The maximum time creditable for an examination shall be two (2) hours.
34

35 I. **STATUTORY LEAVE.** All permanent and probationary classified employees absent from
36 duty because of personal illness who have exhausted their full-pay illness allowance leave
37 shall be eligible for one hundred (100) days (eight hundred [800] hours) of one-half (1/2)
38 salary sick leave per fiscal year. Employees assigned less than full time shall be entitled
39 to a proportionate allowance according to their percent of assignment. A permanent
40 classified employee shall be eligible to request statutory leave when all other available
41 leaves have been exhausted. These allowable leaves are full-pay; illness, vacation balance,
42 vacation accrual balance, and personal leave at half (1/2) pay. A probationary classified
43 employee shall be eligible to request statutory leave when his/her allowable illness leave
44 (Article VIII, Section A.2.) and personal leave at half (1/2) pay have been exhausted. The
45 employee shall submit a form to his/her site administrator requesting statutory leave,
46 which includes a statement from a physician stating that the employee is unable to work.

1 It is the responsibility of the employee to submit the form to the District-designated
 2 physician for verification of the illness or injury, and the duration of the absence after which
 3 the employee shall be eligible for statutory leave as prescribed in the Education Code. No
 4 written request or physician's statement is necessary for statutory leave for four (4)
 5 consecutive working days or less. Before an employee's statutory leave ends, the employee
 6 shall indicate his/her intentions about returning to work. If unable to return to his/her
 7 regular assignment, the District will notify the employee that he/she will be placed on the
 8 Thirty-Nine (39) Month Reemployment List and the District will also notify him/her of the
 9 following options:

- 10 1. Apply for a leave of absence without pay to start no later than the end of the
- 11 statutory leave;
- 12
- 13 2. Terminate service by resignation; or
- 14
- 15 3. Request retirement, if eligible.
- 16
- 17

18 **J. PREGNANCY DISABILITY LEAVE.** A leave of absence for pregnancy disability shall
 19 be granted for the period of time that the employee is physically unable to perform the duties
 20 required of her position as certified by mutual agreement of her personal physician and the
 21 District-designated physician. Pregnancy disability leave is charged to sick leave balances;
 22 if all paid leaves are exhausted within the period of physical disability, the remaining time
 23 that the employee continues on pregnancy disability leave shall be in a leave without pay
 24 status.

25
 26 The employee shall notify the division or office head of her pregnancy and furnish a doctor's
 27 statement which indicates the estimated date of confinement and certifies that the employee's
 28 condition permits continued performance of all duties related to her regular assignment. In
 29 the event that the employee appears to be unable to continue to perform all duties related to
 30 her regular assignment at any time prior to the defined period of disability, the immediate
 31 manager may request a review by the District-designated physician of the period of disability.

32
 33 The usual period of confinement following the birth of a child is considered to be six (6)
 34 weeks. If the employee's condition varies from the usual in that she is able to resume
 35 performance of all duties related to her regular assignment at an earlier date or, if it is
 36 necessary to extend the leave beyond six (6) weeks, the employee shall present the District-
 37 designated physician or principal/division or office manager with a statement from her
 38 attending physician which describes the estimated length of absence. The employee must
 39 obtain and furnish appropriate forms completed by her physician, and deliver them to the
 40 District-designated physician or principal/division or office manager.

41
 42 At least four (4) weeks prior to the estimated date of return to active employment, the
 43 employee shall notify the appropriate office manager. When the employee is cleared by her
 44 personal physician to return to work, she shall submit the required health form to the District-
 45 designated physician for review.

1 K. **PARENTAL LEAVE.**

2
3 Effective January 1, 2017 as provided by Education Code section 45196.1, unit members
4 shall be entitled to parental leave as set forth in this section.

- 5
6 1. **Definitions.** For purposes of this section “parental leave” means leave for the
7 purpose of bonding with the unit member’s newborn child, or with a newly placed
8 child in the unit member’s household for adoption or foster care. Parental leave
9 does not include leave taken for the employee’s disability due to pregnancy,
10 childbirth, or recovery therefrom (see Section J)
- 11
12 2. **Eligibility.** All full-time and part time-time unit members who have been employed
13 with the District for twelve (12) months are entitled to utilize parental leave. There
14 is no threshold number of hours that part-time unit members, as well as full-time
15 unit members, must work in order to be eligible for parental leave.
- 16
17 3. **Paid Leave.** Unit members are entitled to use available current and accumulated
18 sick leave for parental leave, for up to 12 workweeks, if the employee chooses to
19 do so. When the unit member elects to use paid parental leave, he or she must first
20 use his or her regular accrued paid sick leave, and then, when this accrued leave is
21 exhausted, the unit member is entitled to half pay for the remainder of the 12-week
22 leave.
- 23
24 4. **Notice.** The unit member must give the District at least 30 days’ advance written
25 notice of his or her intention to use parental leave and the anticipated dates of the
26 leave.
- 27
28 5. **Use of Leave.** Parental leave must be used within 12 months following the birth or
29 placement of the child. Parental leave must be taken in increments of at least 2
30 weeks’ duration; however, the unit member may take parental leave of less than 2
31 weeks on up to two occasions.

32
33 Parental leave under this section runs concurrently with parental (child bonding)
34 leave under the Family Medical Leave Act (FMLA) and the California Family
35 Rights Act (CFRA).

36
37 The total amount of parental leave may not exceed 12 workweeks in any 12-month
38 period.

39
40 When all paid leaves have been exhausted, the unit member may request unpaid
41 leave as outlined in Section P of this article.

- 42
43 L. **PERSONAL NECESSITY LEAVE.** Except as provided in Section B above,
44 probationary and permanent employees may use up to, but not in excess of, seven (7) days
45 of illness leave in any fiscal year in cases of personal necessity, as follows:

1. **Death of a member of the immediate family** when additional leave is required beyond that provided in this Agreement. (See Section R for definition of immediate family.)
2. **Accident, involving his/her person or property** or the person or property of a member of his/her immediate family. (See Section R for definition of immediate family.)
3. **Appearance in court** or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. **Illness in the immediate family of the employee.** (See Section R for definition of immediate family.)
5. **Protection of the employee's home** in the event of a catastrophe such as flood, fire, civil unrest, or earthquake.
6. **Compelling Personal Reasons.** Maximum of four (4) days per fiscal year; prior approval of the absence by the appropriate manager/supervisor normally required at least two (2) days prior to such leave, for business or other legal activity of serious and compelling personal importance, that cannot be conducted before or after the workday. The reason for this leave need not be disclosed by the employee. Leave for compelling personal reasons shall not be approved on days immediately before or immediately after a District calendared holiday unless the manager/supervisor determines that exceptional circumstances exist.

Leave shall be approved except when said leave would seriously interrupt the operation of the District.

M. **INDUSTRIAL INJURY OR ILLNESS LEAVE.**

1. **Probationary and Permanent Employees Eligible.** The provisions of this Section shall apply to employees who have either probationary or permanent status in the classified service.
2. **Industrial Leave Allowance.** An employee in the classified service absent from duty because of industrial injury or illness resulting from a regular assignment, including authorized overtime, and qualifying under the provisions of the workers' compensation insurance law, shall be allowed for each injury or illness full salary from the first day of absence not to exceed four hundred eighty (480) working hours. Employees assigned less than full time shall be entitled to a proportionate allowance according to their percent of assignment. Allowable leave under this Section shall not be cumulative from year to year.
3. **Rate of Payment For Leave.** Payment for industrial injury or illness leave on any day shall not, when added to award granted an employee under the workers'

1 compensation laws of this state, exceed the normal wages for the day. The normal
 2 wages for the day shall, in the case of employees paid on an hourly basis, be based
 3 on the assigned time of the employee.
 4

- 5 4. **Workers' Compensation Award.** Industrial injury or illness leave will be reduced
 6 by one (1) day for each day of authorized absence regardless of a compensation award
 7 made under workers' compensation.
 8

- 9 5. **Use of Other Leaves.** If an employee is still receiving workers' compensation
 10 insurance benefits after entitlement to industrial injury or illness leave is exhausted,
 11 he/she shall then be placed on regular sick leave, vacation leave, accumulated
 12 compensating time off, and personal leave prior to being granted statutory leave. If,
 13 when an employee goes on regular sick leave or other type of leave or compensating
 14 time off, he/she is receiving workers' compensation insurance benefits, he/she shall
 15 be entitled to use only so much of such other leave benefits which, when added to
 16 workers' compensation insurance benefits, provide for a normal full day's wage or
 17 salary.
 18

19 If the employee is no longer receiving workers' compensation insurance benefits but
 20 is still unable to return to work as determined by the District- designated physician,
 21 he/she shall then be placed on regular sick leave or other available leave as provided
 22 in this Section.
 23

- 24 6. **Required Reports.** Before salary payments will be made to an employee absent
 25 because of industrial injury or illness, the required report of such an accident or illness
 26 must be on file in the Risk Management Branch.
 27

- 28 7. **Leave Without Pay.** After the expiration of paid leave as provided in this Section,
 29 an employee who is unable to return to work as determined by his/her own physician
 30 and the District-designated physician may be granted a leave without pay for one (1)
 31 year. Such leave may be extended for one (1) additional year for good and sufficient
 32 cause. If there is a difference of opinion between the employee's physician and the
 33 District-designated physician, the employee may submit an additional medical
 34 opinion for consideration.
 35

- 36 8. **Seniority Credits.** Periods of leave under this Section, either paid or unpaid, shall
 37 not be considered to be a break in service of the employee. An employee while on
 38 such leave shall continue to receive seniority credit.
 39

- 40 9. **Return to Work.**
 41

- 42 a. It is the intent of the District to return employees to work from a worker's
 43 compensation injury or illness whenever possible
 44
 45 b. Employees must submit medical clearance for return to work to their work
 46 location/site.

- 1
2 c. All return to work requests related to a worker's compensation injury or
3 illness will be reviewed by the immediate supervisor in conjunction with Risk
4 Management.
5
6 d. Employees must be cleared by Risk Management before being allowed to
7 return to work.
8
9 e. In cases where the employee is permanent and stationary, an interactive
10 meeting will be convened between the District, (including but not limited to
11 Risk Management, the immediate supervisor, and Human Resource
12 Services), and the employee, and his/her legal representatives or any other
13 representative including but not limited to a CSEA representative to discuss
14 returning to work.
15
16 f. All return to work requests which specify modified duty shall be reviewed by
17 the immediate supervisor and Risk Management to determine if work can be
18 provided in the employee's classification or related classifications. If
19 modified duty is approved, the District will make the final determination of
20 the appropriate duty.
21
- 22 10. Payments While On Leave. During all paid leaves of absence as provided in this
23 Section, the employee shall endorse to the District benefit checks received under state
24 workers' compensation laws. The District shall issue to the employee appropriate
25 warrants and payments of wages and shall deduct normal retirement and all
26 authorized contributions. If combined payments under this Section total less than the
27 normal full salary, as in the case of statutory leave, the employee shall not be required
28 to endorse to the District benefit checks received under workers' compensation laws.
29
- 30 11. Placement on Reemployment List. When all available leaves of absence, paid or
31 unpaid, have been exhausted and if the employee is not medically able to assume the
32 duties of his/her position, he/she shall, if not placed in another position, be placed on
33 a reemployment list for a period of thirty-nine (39) months. When cleared to return
34 to work, during the thirty-nine (39) month period, he/she shall be employed in a
35 vacant position in the classification of his/her previous assignment over all available
36 candidates, except for a reemployment list established because of lack of work or
37 lack of funds, in which case he/she shall be listed in accordance with appropriate
38 seniority requirements. If an employee's former classification has ceased to exist
39 during his/her absence, the employee shall be assigned to a vacant position in a
40 comparable classification for which he/she is qualified. An employee who has been
41 placed on such a reemployment list and who has been released for return to duty and
42 who fails to accept a position in his/her classification shall be subject to dismissal.
43

44 **N. ABSENCE FOR JUDICIAL AND OFFICIAL APPEARANCES.**
45

- 1 1. **Absence Because of Appearance In Court.** A permanent or probationary classified
2 employee, other than a litigant in a case, who is necessarily absent because of
3 appearance before a grand jury, in court as a witness, except as a result of
4 employment outside the Long Beach Unified School District, or before a state
5 commission or hearing officer in response to a subpoena duly served, or having
6 received a letter directing service as a juror, shall be paid full salary during the period
7 of such absence. In any case in which a witness fee or fee for jury duty is payable,
8 such fee shall be collected by the employee and remitted to the District. The
9 employee will furnish a copy of the official summary of jury duty/witness fees to the
10 payroll clerk. No employee shall be required to remit more than his/her regular rate
11 of pay for his/her absence.
12
- 13 2. **Notification of Subpoena.** The employee shall immediately advise his/her
14 supervisor of receiving such subpoena or letter directing him/her to appear for
15 qualification for jury service and/or for jury service.
16
- 17 3. **Employee's Return to Work.** Employees who are released from appearance in
18 court as a witness or juror during any workday shall report for work for the balance
19 of the workday as directed, allowing for reasonable travel time. If the employees'
20 regular shift is other than a day shift, the excused employee shall be assigned to the
21 day shift for the duration of the period of court service. The District will pay the
22 employee's regular salary, including shift differential pay, on those days verified by
23 certification.
24
- 25 4. **Certification of Service Required.** Each date of necessary attendance in court or
26 before a grand jury as a witness or a juror shall be verified. The employee shall have
27 the court clerk or other appropriate official certify as to the dates and time of
28 attendance as a witness or to the dates paid for jury service, and the dates called for
29 service but excused without pay. This certification shall be filed by the employee
30 with the person responsible for his/her time reporting, who will forward it to the
31 Payroll Branch. In cases in which a time report is due prior to conclusion of
32 appearance in court, the employee shall certify as to the days served in lieu of official
33 certification. All such employee certifications must be covered by the official
34 certification for the entire period of such service, which must be submitted to the
35 payroll clerk at the conclusion of such service.
36
- 37 5. **Involuntary Absence For Public Purpose.** If an employee in the regular
38 classified service is necessarily absent in response to an official order of another
39 governmental jurisdiction which has not been brought about through misconduct or
40 connivance on the part of the employee, payment of salary for such necessary
41 absence shall be made upon the submission of such notification and approval by
42 the Board of Education.
43
- 44 6. **Attendance At Workers' Compensation Hearings.** When an injured employee of
45 the District appeals the decision of the State Compensation Insurance Fund in
46 rejecting liability in his/her case and when, in the interest of justice and of protecting

1 all legal rights of the injured employee, it is necessary or desirable for other District
 2 employees to attend the hearing of the appeal, they shall attend without loss of salary,
 3 provided that arrangements for their attendance shall be made by the person having
 4 charge of the District's insurance and with the approval of the Board of Education.
 5

6 **O. ABSENCE FOR EXAMINATION.**
 7

- 8 1. Every employee occupying a permanent position in the classified service shall be
 9 permitted to be absent from his/her duties during working hours in order to take any
 10 examination given by the District for which the employee is qualified, without
 11 deduction of pay or other penalty upon giving two (2) day notice to his/her immediate
 12 supervisor.
 13

14 Every employee taking a District promotional examination for which he/she is
 15 qualified will be granted compensating time off equal to the time required to take the
 16 examination, if the examination is scheduled at a time other than during the
 17 employee's regular working hours.
 18

- 19 2. Every employee required by the District to take a physical examination or an
 20 examination for special certification and/or commercial licenses as a condition
 21 of continued employment shall be given paid release time for such examination. The
 22 District shall pay for any such required examination. If the examination is
 23 scheduled at any time other than during the employee's regular working hours, he/she
 24 shall be granted compensating time off equal to the time it took for the examination.
 25

26 **P. LEAVES OF ABSENCE WITHOUT PAY.**
 27

- 28 1. **Purposes for Leaves of Absence Without Pay.** Leaves of absence without pay for
 29 the following purposes may be granted by the Board of Education upon the
 30 recommendation of the Superintendent and in accordance with procedures
 31 established by the Superintendent:
 32

- 33 a. Child Care (beyond parental leave as describe in Section K)
 34
 35 b. Military Service (except to the extent paid leave is provided by law)
 36
 37 c. Rest and Recreation
 38
 39 d. Rest and Recuperation
 40
 41 e. Study
 42
 43 f. Government Service (including, but not limited to, Peace Corps, Vista,
 44 elective office, etc.)
 45

- 1 g. Work in another school district one hundred fifty (150) miles or more from
2 Long Beach
3
4 h. Family Medical Leave Act (FMLA) and/or California Family Rights Act
5 (CFRA)
6
7 i. Other reasons which are deemed sufficient by the Board of Education.
8

9 **2. Conditions for Granting Leave.** Leave of absence without pay may be granted
10 upon filing an application showing reasons, which are deemed sufficient, subject to
11 the following conditions:
12

- 13 a. An employee who has been granted a leave for thirty (30) days or more shall
14 complete one (1) year of service before a second leave will be granted, except
15 as otherwise provided.
16
17 b. Leave of absence shall not be granted for more than twelve (12) consecutive
18 calendar months, with the following exceptions:
19
20 (1) Leave of absence for military service shall be granted as provided in
21 the Education Code and the Military and Veterans Code.
22
23 (2) Leave of absence for government service, as defined above, shall not
24 exceed twenty-four (24) consecutive calendar months.
25
26 c. Leave of absence for child care may be granted immediately following
27 parental leave (Section K) for not to exceed one (1) year. The employee must
28 notify the immediate supervisor and Human Resource Services at least thirty
29 (30) days prior to the beginning date of the leave. In the event of adoption,
30 a leave of absence for child care may be granted upon request as provided in
31 this Section.
32
33 d. Leave of absence to work in another school district is limited to:
34
35 (1) A school district outside a radius of one hundred fifty (150) miles
36 from the LBUSD (as measured from central district offices);
37
38 (2) Not more than one (1) year of leave for this purpose during a seven
39 (7) year period.
40
41 e. Family Medical Leave. Employees shall be granted leave under the Family
42 Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA)
43 pursuant to Federal and State Statutes. When eligibility is due to the
44 employee's health condition, such leaves will run concurrent with statutory
45 leave at half pay status. When the leave is granted for other than the

1 employee's own health condition, such leaves will be unpaid. This section
 2 does not supersede other provisions granted by this Agreement.
 3

- 4 3. **Additional Leave.** An employee who has been granted a one (1) year leave of
 5 absence without pay may request one (1) additional consecutive year leave of
 6 absence for good and sufficient cause, provided that further absence does not harm
 7 or hinder the operation of the District. Return from leave under this provision shall
 8 be in accordance with Article VIII, Section P.4.
 9
- 10 4. **Return From Leave.** Return from leave shall be subject to the following conditions:
 11
- 12 a. An employee on leave must give notification in writing to Human Resource
 13 Services not less than thirty (30) days prior to the expiration of the leave that
 14 it is the intention of the employee to return to active service. If the leave is
 15 less than thirty (30) days, the employee must give notification in writing to
 16 Human Resource Services no later than one (1) day prior to his/her intention
 17 to return to service.
 18
- 19 b. Unless the permanent employee substituting for the absent employee gains
 20 more seniority, an employee will be assigned to the same position or a
 21 position in the same classification upon return to service following a leave of
 22 absence only if:
 23
- 24 (1) Absent six (6) calendar months or less.
 25
- 26 (2) Absent one (1) year or less on child care leave, granted in accordance
 27 with this Agreement.
 28
- 29 (3) Absent for military or other government service.
 30
- 31 (4) Absent on leave for rest and recuperation.
 32
- 33 c. An employee returning from leave of absence who does not come within the
 34 above provisions will be assigned to a vacant position in the classification in
 35 which the employee holds status. If no such vacant position is available, the
 36 employee's name shall be placed on the reemployment list for the
 37 classification for a period of thirty-nine (39) months. He/she may return to a
 38 vacant position in a classification at the same or a lower salary level for which
 39 he/she is qualified.
 40
- 41 5. **Benefits While On Leave.** Time elapsed while on leave of absence without pay
 42 shall not be counted toward seniority for promotion, compensation, sick leave, or
 43 vacation privileges, except an employee absent on leave for study or government
 44 service shall include such time toward qualifying for advancement to the next higher
 45 step in the salary range in accordance with this Agreement, and an employee absent

1 on military leave shall be accorded all the rights and privileges granted by the
2 Education Code and the Military and Veterans Code.

- 3
- 4 6. **Liability of District.** The District shall be free of any liability for the payment of
5 any compensation or damages now or hereafter provided by law for the death or
6 injury of any employee of the District when the death or injury occurs while the
7 employee is on leave of absence without pay.
8
- 9 7. **Cancellation of Leave.** An employee may, for cause, request cancellation of any
10 leave of absence. The Board of Education may, for cause, cancel any leave of
11 absence and the employee shall then report for duty not later than the third (3rd)
12 working day following receipt of notification of such cancellation, provided that
13 available transportation facilities will permit him/her to report within that period.
14
- 15 8. **Employment While On Leave.** An employee, while on leave of absence, may
16 not accept other gainful employment with another employer, except ordered
17 military, other government service, or per Section P.2.d. above without express
18 prior approval of the Board of Education.
19

20 Q. **MILITARY LEAVE OF ABSENCE.**

- 21
- 22 1. **Applicability of Provision For Certificated Employees.** In addition to the rights,
23 privileges, and obligations regarding military leaves of absence which by law apply
24 to classified employees, all such rights, privileges, and obligations by law made
25 applicable to certificated employees shall likewise apply to classified employees as
26 though the words "in positions not requiring certification qualifications" appeared in
27 the law in place of the words "in positions requiring certification qualifications."
28
- 29 2. **Definition of Military.** The term "military" as used in this Agreement is defined as
30 including army, navy, marine, air force, coast guard, or other armed service of the
31 United States, or as may otherwise be defined by law.
32
- 33 3. **Return From Military Service.** An employee returning from military service who
34 presents his/her discharge as evidence of such service shall be returned to his/her
35 former classification if such classification exists and shall have the privilege of
36 accepting assignment to other vacant positions in comparable or lower classifications
37 for which he/she is qualified.
38

39 R. **BEREAVEMENT LEAVE OF ABSENCE.** Employees of the District shall be granted
40 necessary leave of absence because of the death of any member of his/her immediate
41 family. Not more than three (3) days shall be granted if travel of less than two hundred
42 fifty (250) miles one way is required, and not more than five (5) days shall be granted if
43 travel of more than two hundred fifty (250) miles one way is required.
44

45 Bereavement leave is non-cumulative and should generally be taken sequentially and
46 immediately following the death of a member of the immediate family. If special

1 circumstances exist where the employee cannot take the leave sequentially and
 2 immediately, the employee must notify his/her supervisor immediately following the death
 3 of a member of his/her immediate family. The leave must be taken within a reasonable
 4 period not to exceed six months.
 5

6 No deduction shall be made from the salary of such employee nor shall such leave be
 7 deducted from leave granted by other Sections of this Agreement or provided by the
 8 governing board. Member of the immediate family, as used in this Section, means the
 9 mother, father, grandmother, grandfather, child or grandchild of the employee or of the
 10 spouse of the employee, and the spouse, son-in-law, daughter-in-law, brother, sister, brother-
 11 in-law, or sister-in-law of the employee, or any person having a principal place of residence
 12 in the immediate household of the employee, including registered domestic partners and their
 13 immediate family.
 14

15 S. **IMMINENT DEATH LEAVE.** Every probationary and permanent employee shall be
 16 entitled to two (2) days imminent death leave per fiscal year at full pay. Such leave shall not
 17 be cumulative and shall be authorized when death of a member of the immediate family is
 18 imminent. (See Section R. for definition of immediate family.)
 19

20 T. **QUARANTINE.** Classified employees under personal quarantine by order of the health
 21 officer of the city or county, whether because of their own illness or on account of the illness
 22 of others, shall be paid for such period of quarantine as is required in the exigencies of the
 23 case, provided that pay for such period of absence, shall not be for more than two (2) weeks
 24 in any period and that no more than two (2) separate periods of personal quarantine shall be
 25 paid for in any school year to any one (1) employee. General periods of quarantine shall not
 26 be counted as times of personal quarantine.
 27

28 U. **PERSONAL LEAVE.** All probationary and permanent classified employees may be
 29 granted a discretionary leave up to two (2) days per fiscal year (non-cumulative) at half (1/2)
 30 pay for any purpose provided that a qualified substitute, if needed, is available. In each
 31 instance, the employee is required to make the request in advance, and the granting of the
 32 leave is subject to the approval of the employee's department head.
 33

34 V. **TRANSFER OF ACCUMULATED SICK LEAVE.** Education Code, Section 45202, as
 35 currently adopted is incorporated by reference into this Agreement.
 36

37 W. **SICK LEAVE DONATION PROGRAM.** The Sick Leave Donation Program is created
 38 pursuant to Education Code, Section 44043.5. The purpose of the Sick Leave Donation
 39 Program is to provide assistance to bargaining unit members suffering from a catastrophic
 40 physical illness or injury. This Sick Leave Donation Program provides employees with an
 41 opportunity to be restored to health so they may return to work. Additional information,
 42 including the forms, may be found in Appendix C of this Agreement.
 43

44 1. **Definitions:** As used herein the following definitions are agreed to in reference to
 45 the Sick Leave Donation Program.
 46

- 1 a. Workday: A work day, for the purposes of this Article, is a day when
2 designated parties to the approval process are at work for all or part of the
3 day.
4
- 5 b. Donation Day: A donation day is defined as eight (8) hours for all
6 employees.
7
- 8 c. Pay: Pay is defined as the employee's regular daily rate excluding
9 additional hours, overtime, and temporary upgrades.
10
- 11 d. Catastrophic Leave: These are additional days of sick leave which have
12 been donated by other District employees, both bargaining unit members
13 and employees who are not members of the bargaining unit, from their own
14 accrued monthly sick leave balances. These days of additional leave may
15 be used to extend the recipient's sick leave and this leave may be taken on
16 either consecutive or non-consecutive dates. The extended absence of the
17 recipient must be due to the same illness or injury, conforming to the
18 requirements for use of statutory sick leave. Illness or injury which qualifies
19 as Workers' Compensation Leave is excluded from this program.
20
- 21 e. Catastrophic Illness or Injury: Catastrophic illness or injury is defined as a
22 serious illness or injury identified by the unit member's treating physician;
23 requiring hospitalization or recovery therefrom for an extended period of
24 time, which would result in a financial hardship.
25

26 **2. Eligibility Requirements for Leave Recipients.**
27

- 28 a. A bargaining unit member is eligible for catastrophic leave if;
29
- 30 (1) He/she has exhausted all of his/her accrued paid leave, which
31 includes but is not limited to, sick leave and vacations.
32
- 33 (2) He/she is suffering from a catastrophic illness or injury that is
34 expected to incapacitate him/her for an extended period of time.
35
- 36 (3) The incapacity suffered by the employee requires him/her to take
37 time off from work beyond the number of days covered by the
38 employee's accrued paid leave and financial hardship would result
39 for the bargaining unit member.
40
- 41 b. The maximum number of days which a recipient may receive for the same
42 illness shall be no more than the total number of duty days in the employee's
43 work year.
44
- 45 c. Sick leave and vacation days accrued by the recipient during the time he/she
46 is on catastrophic leave shall be credited against the employee's days of

1 absence. These days are in addition to the maximum number of days of
 2 catastrophic leave which the recipient is entitled to receive.

- 3
 4 d. Unit members receiving remuneration under worker's compensation
 5 provisions shall not be eligible to draw catastrophic leave.
 6
 7 e. Employees who may be eligible for disability payments under the Public
 8 Employees Retirement System (PERS) shall apply for benefits at the earliest
 9 opportunity. Upon approval for receipt of PERS or STRS disability
 10 payments, the unit member's eligibility to continue to draw catastrophic leave
 11 shall cease.
 12

13 3. **Guidelines for Donor Participants.**

- 14
 15 a. Any member of the bargaining unit who has available monthly sick leave
 16 balances may donate to an employee who is in need of catastrophic leave.
 17 The required minimum donation shall be one (1) day (eight [8] hours).
 18
 19 b. Employees who are not members of the bargaining unit may also donate to
 20 the employee who is in need of catastrophic leave.
 21
 22 c. If an employee wishes to contribute more than one (1) day, he/she may
 23 donate up to a total of five (5) days per year to a specific employee who has
 24 been authorized for catastrophic leave. Employees donating more than one
 25 (1) day must have a balance of twenty (20) days of accrued monthly sick
 26 leave at the time of donation.
 27
 28 d. Donating employees must acknowledge in writing the donation is
 29 voluntary, irrevocable, and confidential and this written acknowledgement
 30 must be submitted to the Payroll Department. Leave donated within the
 31 provisions of this program shall be deducted from the employee's accrued
 32 monthly sick leave days only.
 33

34 4. **Application and Approval Process for Catastrophic Leave.**

- 35
 36 a. In the event a bargaining unit employee suffers a catastrophic illness or
 37 injury, he/she shall notify his/her immediate supervisor or the payroll clerk
 38 at his/her work site as to the reason for his/her absence and identify said
 39 reason as a catastrophic illness or injury. A Request to Participate in Sick
 40 Leave Donation Program form shall be submitted by the affected employee
 41 to his/her principal/site administrator or his/her designee before paid sick
 42 leave is exhausted. Medical verification of the catastrophic illness or injury
 43 shall be provided by the requesting employee at the time the Request to
 44 Participate in Sick Leave Donation Program form is submitted.
 45

1 In the event the unit member is personally unable to request this extension
2 of sick leave, the unit member's designee may make the request on behalf
3 of the applicant.
4

5 b. The principal/site administrator, or his/her designee, shall, within three (3)
6 working days of receipt of the Request to Participate in Sick Leave
7 Donation Program form and medical verification, review and fax and/or
8 electronic mail both, to Physician Services in the Human Resource Services
9 Department who shall be responsible for the final decision to approve or
10 deny the employee's request. Final approval or denial will be made and
11 faxed to the principal/site administrator or his/her designee within three (3)
12 working days following receipt in the Physician Services in the Human
13 Resource Services Department.
14

15 c. The principal/site administrator or his/her designee shall, within three (3)
16 working days following notification of final approval, circulate by means
17 of fax and/or electronic mail the Donation of Sick Leave Hours form to all
18 schools and offices with a request to employees to donate sick leave days to
19 the employee in need. The name of the employee shall be included in that
20 request, but the request shall not include the employee's Social Security
21 number or medical information beyond confirmation of the need for
22 catastrophic sick leave.
23

24 d. In the event the principal/site administrator or his/her designee receives
25 notification the Request to Participate in Sick Leave Donation Program form
26 has been denied by the Human Resource Services Department, the
27 principal/site administrator or his/her designee shall within three (3) working
28 days notify the requesting employee or his/her designee of this decision. The
29 employee may revise the request to add pertinent medical information and
30 submit the application to Physician Services in the Human Resource Services
31 Department which will have it reviewed by a licensed physician.
32

33 e. Upon being informed of a need for a sick leave donation and having decided
34 to make a donation, donor employees shall submit the Donation of Sick
35 Leave Hours form directly to the Executive Director, Fiscal Services or
36 designee.
37

38 f. Upon receipt of the Donation of Sick Leave Hours forms from the donor
39 employee, the Payroll Department shall be responsible for processing these
40 forms. This task shall include:
41

42 (1) Verifying that prospective donors have sufficient sick leave balances
43 to allow for the donation indicated by the employee.
44

- 1 (2) Crediting the receiving employee with donated sick leave. Donated
2 sick leave will be provided in increments of no more than forty (40)
3 total work days at any one time.
4
- 5 (3) Maintaining a record of the names of donors, the number of days each
6 employee has donated, and the dates the Donation of Sick Leave
7 Hours have been received.
8
- 9 (4) Monitoring receiving employees' catastrophic leave balances to
10 ensure that donated leave transferred does not exceed the total number
11 of days in the receiving employees' regular work years.
12
- 13 (5) Notifying payroll clerks and employees at those work sites/schools to
14 which donors are assigned that donations have occurred and that
15 donor employee sick leave balances need to be adjusted accordingly
16 on records at the work site/school.
17
- 18 (6) Notifying the payroll clerk at the work site/school to which the
19 receiving employee is assigned that the employee has received an
20 initial catastrophic leave increment of up to forty (40) days. In the
21 event that additional increments are provided, a similar notification
22 shall be communicated to the payroll clerk.
23
- 24 g. Donated sick leave days will be distributed to the recipient by the Payroll
25 Department based on donations for the employee up to one year. If less, the
26 final increment shall reflect the balance of those days donated.
27
- 28 h. If the requesting recipient exhausts all paid sick leave before final approval
29 is secured and is placed on statutory leave before the sick leave donation is
30 approved, statutory leave charged to the employee shall be restored upon
31 determination of approval and days previously charged to statutory leave
32 shall be charged to the catastrophic leave donation program.
33
- 34 i. If the total number of days which are donated to a specific employee is not
35 used by that employee the balance of unused days shall be transferred to a
36 designated sick leave depository. Depository records will be maintained by
37 the Payroll Department, and these records shall be available for review by
38 CSEA upon request. Days carried over will be available to recipients whose
39 requests are approved at a later date.
40
- 41 j. Receipt of catastrophic leave benefits under this program shall delay the
42 beginning of the period of eligibility for statutory leave. The employee will
43 become eligible for statutory leave after all catastrophic leave has been
44 exhausted.
45

k. The maximum number of days which may be designated for an employee's use at one time shall be forty (40). If the recipient needs additional days or if the number of days initially donated is less than forty (40) the principal/site administrator shall renew the appeal for additional days immediately prior to the depletion of the original donation.

5. **Evaluation of the Program.** This program will be reviewed and re-evaluated by the Office of Employee Relations Services and California School Employees Association (CSEA), Chapter 2 once a year. The parties may agree to modifications in the program. Any modifications in the program shall be by mutual agreement.

X. **VACATION ALLOWANCE.**

1. **Vacation Allowance.** Vacation allowance shall be earned based on the following schedule:

Years of Service	Rate of Earning	Total Days Per Year:					
		*12-Month	235-Day	225-Day	220-Day	209-Day	207-Day
0-5	.055	14.30	12.93	12.38	12.10	11.50	11.39
6-10	.062	16.12	14.57	13.95	13.64	12.96	12.83
11-15	.070	18.20	16.45	15.75	15.40	14.63	14.49
16 and over	.081	21.06	19.04	18.23	17.82	16.93	16.77

*Vacation allowance is computed at this rate for each hour for which pay is received, exclusive of overtime.

A service year for purposes of earning vacation credit is one in which the employee has been compensated for at least fifty percent (50%) of his/her regular work year.

2. **Eligibility For Vacation.** Eligibility for vacation shall be determined as follows:

a. Regularly assigned employees with either probationary or permanent status are eligible to earn paid vacation.

b. Eligibility to take vacation will commence on the first day of the pay period following completion of the number of hours that correspond to one hundred thirty (130) days of paid service in regular assignments. The vacation, which is then due the employee, shall be the number of hours of vacation accumulated in accordance with the Vacation Allowance Schedule. No payment for accumulated vacation shall be made to an employee who terminates prior to attaining eligibility to take vacation. No vacation shall be taken until earned.

c. One hundred thirty (130) days shall be defined as one hundred thirty (130) times the average number of regularly assigned hours per day for the employee.

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3. **When Vacation Is Taken.** The District and the CSEA agree that timely utilization of all earned vacation benefits both the employee and the school district. Earned vacation is to be taken at a time when the efficiency of the District will be least affected. Vacation shall be taken only at times approved by the department head or his/her designee; however, District managers and supervisors will consider the wishes of the employee when scheduling vacation. Vacation requests shall be submitted in writing at least seven (7) working days prior to the commencement of the vacation period. The department head or designee shall respond within three (3) full working days of receipt with the approval or denial of the vacation request. If the written request is made for 8 hours or less, the approval will be at the discretion of the immediate supervisor/manager. If there is a conflict in vacation dates requested by employees, the conflict will be resolved on the basis of the greatest seniority in the District; except that a more senior employee may not "bump" a less senior employee once the annual vacation schedule has been established.
- a. Vacation earned by 207-day, 209-day, and 220-day work year employees shall be due them in the same manner as all other employees. They shall take vacation due them during Thanksgiving, winter and/or spring student vacation periods or, with the approval of the department head or his/her authorized representative, they shall be paid for vacation due them as of June 30; or they may take vacation at other times when it will least affect the efficiency of the District as mutually agreed upon by the employee and the immediate supervisor. During winter and/or spring student vacation periods, 207-day, 209-day, and 220-day employees are entitled to utilize the leave provisions detailed in this Article.
- b. All employees whose regular assignments begin and terminate with the opening and closing of the traditional school session shall be paid during Thanksgiving, winter, spring, summer, or intersession recess periods for vacation due them; or with the approval of the department head, requested vacation may be taken on student-free days or at other times.
- c. Effective the first day of any fiscal year (July 1) employees may have accumulated vacation credit not to exceed the amount of vacation credit earned in one and one-half (1½) years of paid service. Upon notification, employees shall be given the opportunity to schedule and take vacation days in excess of the amount prior to July 1 subject to the needs of the District. Any excess vacation days not scheduled and taken by the employee shall be taken at the direction of the site administrator.
- d. If an employee has accumulated the maximum allowable vacation credit and a serious personal or work-related situation prevents using earned vacation, or the vacation is denied by the immediate supervisor, or vacation is canceled by the supervisor, the employee shall be permitted to request:

1 (1) To receive in-lieu payment for any vacation balance in excess of the
 2 vacation credit earned in one and one-half (1½) years of paid service;
 3 or

4
 5 (2) To accumulate excess vacation.
 6

7 Such request will include the nature and duration of the situation and will be
 8 made in writing to the Chief Business and Financial Officer by May 15.
 9

10 If request for in-lieu payment is not received by May 15 or if in-lieu payment
 11 is not approved, upon written application, accumulation of excess vacation
 12 credit will be authorized by the Chief Business and Financial Officer.
 13

14 If the approved vacation of a bargaining unit member is canceled by a
 15 supervisor and the employee can provide documentation of a non-refundable
 16 expenditure associated with the vacation (i.e., airline tickets, hotel
 17 reservations), the employee shall be fully reimbursed for said loss.
 18

19 CAUTION: PERS retirement credit is not earned on the above described
 20 vacation payoff.
 21

22 e. A vacation once having commenced shall be terminated only by the
 23 employee's returning to work, being laid off, being terminated from
 24 employment, having verified hospitalization or reportable disease, or having
 25 a death of a member of the immediate family as defined in Article VIII,
 26 Section R.
 27

28 f. If an employee's scheduled vacation period comes due and the employee is
 29 on leave because of verified illness, injury, or bereavement, he/she may
 30 contact the appropriate manager/supervisor to arrange a rescheduling of the
 31 vacation. Such a request must be made before the original vacation is
 32 scheduled to begin. The manager/supervisor will reschedule the vacation
 33 after considering requested dates submitted by the employee and the
 34 operational needs of the work site.
 35

36 4. **Pay For Vacation.**
 37

38 a. Rate. The rate at which vacation is paid shall be at the employee's current
 39 rate. Employees whose vacations are earned and begun under a given status
 40 shall suffer no loss of earned vacation salary by reason of subsequent
 41 changes in conditions of employment. No vacation or part thereof shall be
 42 taken in an amount less than one-half (½) hour at a time.
 43

44 b. Pay Upon Termination. On separation from service, the employee shall be
 45 entitled to lump sum compensation for all earned and unused vacation, except
 46 that employees who have not completed the number of hours of employment

1 which corresponds to six (6) months or one hundred thirty (130) days of paid
 2 service, whichever is longer, shall not be entitled to such compensation.
 3

4 5. **Vacation Credit While in Non-Paid Status.** An employee absent on leave without
 5 pay or an employee laid off for lack of work or lack of funds shall not accumulate
 6 vacation credit during the period of absence from active service.
 7

8 6. **Vacation Credit While on Military Leave.** Every employee who is a member of
 9 the National Guard or Naval Militia, or a member of the Reserve or force in the
 10 federal military, naval or marine service, and who is granted a military leave of
 11 absence with pay, shall be granted all vacation privileges provided by the Military
 12 and Veterans Code.
 13

14 7. **Holidays During Vacation.** No deduction shall be made from the vacation credit of
 15 any employee for holidays occurring during the assigned vacation period of the
 16 employee.
 17

18 Y. **REPORTING OF ABSENCES / REPORTS REQUIRED.** For the use of sick (including
 19 statutory), Personal necessity and bereavement leaves, all employees shall notify their
 20 immediate manager or the manager's designee of their intended absence prior to the beginning
 21 of the employee's workday. In addition, some classifications may have positions the District
 22 determines have instructional or operational needs that require the employee to notify up to
 23 two additional contacts. Any classified employee absent for any of the reasons provided in
 24 this Agreement shall file with their immediate manager or the manager's designee a
 25 completed and signed 'Certificate of Absence' form. Upon request, the employee shall
 26 receive a copy of the completed and signed 'Certificate of Absence' form.
 27

28 Z. **CASUAL ABSENCE.** Department heads shall have discretionary power, when the necessity
 29 demands, to grant to employees permission to be absent without loss of salary, parts of a day
 30 not exceeding one-half ($\frac{1}{2}$) day when good reason for such absence exists, provided that this
 31 power shall not be construed to confer the right to reduce the established number of working
 32 hours per month of the employee, and provided further that in no case shall the work of
 33 the department or division be materially retarded by the granting of such absence; and
 34 provided further that frequent requests from an employee for such absences, even for short
 35 periods, are to be avoided.
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ARTICLE IX**Transfers and Promotions****A. TRANSFERS.**

1. An employee may be transferred to meet the needs of the District as determined by the District from one position to another position in the same classification at the discretion of the division head(s) where the positions are located. Transfers shall not be made for punitive reasons; it is agreed, however, that any grievance which alleges that a transfer was made for punitive reasons shall be excluded from binding arbitration.
2. Reasons for any transfer that is not voluntary shall be discussed with the employee by the appropriate division head at least ten (10) working days prior to the transfer, except in the case of extenuating circumstances. The employee will receive a written notice of involuntary transfer, which shall specify the needs of the District which require the transfer. Such notice shall be in writing on the appropriate form (Appendix J)
3. When a transfer is necessitated by the elimination of a position at a work site, the transfer will be accomplished as follows:
 - a. If there is only one person assigned to the classification in which the position is eliminated, that person will be transferred.
 - b. If there are two or more people assigned to the classification in which the position is eliminated, the manager will ask for volunteers for transfer.
 - (1) If two or more people volunteer for transfer, the employee with the most District seniority in the classification will be transferred.
 - (2) If there are no volunteers for transfer, the employee with the least District seniority in the classification at the site will be transferred.
 - (3) Except when agreed to by the employee and the District, aides assigned to special education classifications will be transferred, or in cases of multi-school assignments, have a percentage of their assignments transferred to coincide with the relocation of the classification from one school site to another.
 - (4) In instances where the needs of the District cannot be accomplished through transferring the least senior aide in the classification, the least senior aide with like hours shall be considered. However, if the need can be accomplished solely by classification seniority, hours shall not be a consideration.

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2 4. An employee with permanent status may request a transfer from one position to
3 another within the same classification. Such request shall be in writing and submitted
4 to the Executive Officer, Personnel Commission and Classified Employment. A
5 transfer request shall remain active through November 30 at which time the request
6 must be renewed. No obligation shall exist to fill a position by transfer rather than
7 by any other method of appointment; however, each employee will be notified that
8 his/her transfer request has been received. Each transfer request will be so identified
9 on the appropriate eligibility list(s). When there are fewer than three (3) transfer
10 requests on the eligibility list, each employee requesting a transfer will be interviewed
11 for the available position. When there are more than three (3) transfer requests on
12 the eligibility list, the person responsible for filling the position will select at least
13 three (3) employees requesting a transfer to be interviewed.
14

15 When an employee who has been interviewed, but not selected for the position,
16 requests information on why she/he was not the successful candidate, this
17 information will be shared with the employee.
18

- 19 5. A permanent employee, upon transfer to another position in the same classification,
20 shall assume permanent status in the new position and per Education Code, Section
21 45308, an employee transferred to a position in the same classification shall retain
22 seniority credits already earned in that classification plus higher classifications.
23
- 24 6. An employee transferred shall:
25
26 a. Receive the same step in the salary range for the new position.
27
28 b. Retain his/her anniversary date for receiving salary increments.
29
30 c. Retain his/her accumulated sick leave and vacation credits.
31
- 32 7. Probationary bargaining unit employees are not eligible to request voluntary transfers
33 except under unusual circumstances and with the concurrence of the immediate
34 supervisor.
35
- 36 8. Assignment to duties for which differential compensation is designated, other Than
37 a temporary assignment of less than twenty (20) working days, shall be made on
38 the basis of seniority among those employees within the classification who
39 shall be notified and request such an assignment.
40
- 41 9. When an employee becomes physically incapacitated for the performance of any
42 of his/her duties as determined by the district-designated physician, the
43 department head may with the approval of the Commission, transfer him/her to a
44 position in a classification of the same or lower salary level which he/she has the
45 ability to fill or for which he/she may be expected to acquire the necessary
46 ability with a reasonable program of in-service training. In case of transfer to a

1 lower level, the employee shall receive the same salary he/she is receiving in his/her
2 former classification, but not to exceed the maximum of the salary of the class to
3 which he/she is transferred. The employee shall retain his/her anniversary date.
4

5 **B. PROMOTION.**
6

- 7 1. When there are no more than three (3) District promotional candidates in the first
8 three (3) ranks on an eligibility list, each District promotional candidate will be
9 interviewed. When there are more than three (3) District promotional candidates in
10 the first three (3) ranks on an eligibility list, the person responsible for filling the
11 position will select at least five (5) District promotional candidates to be interviewed.
12 2. District promotional candidates will be identified as such on dual certification lists.
13

14 **C. GENERAL PROVISIONS**
15

- 16 1. When a manager is interviewing concurrently to fill more than one (1) vacant position
17 in the same classification, a single interview of a candidate shall fulfill the
18 requirements of interviewing for all such positions.
19
20 2. A manager shall not be required to interview a candidate again, if that Manager has
21 interviewed that candidate for another vacant position in the same classification
22 within the previous one hundred twenty (120) calendar days.
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ARTICLE X**Safety Conditions**

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6 A. **DISTRICT COMPLIANCE.** The District shall conform to and comply with all health,
7 safety, and sanitation requirements imposed by state or federal law, or regulations required
8 under state or federal law.
9
- 10 B. **SAFETY COMMITTEE.** During the term of this Agreement, the District agrees to
11 maintain the present Safety Committee with members and alternates elected by their peers
12 each December from the respective bargaining unit. Absent an election or when a position
13 on the committee is left vacant, management may temporarily appoint a unit member until a
14 member is elected. Release time will continue to be provided for Safety Committee
15 meetings, as necessary. The committee shall meet monthly.
16
- 17 C. **REPORTING SAFETY CONCERNS.** Unit members shall notify their supervisor
18 concerning any unsafe condition in the District that may have an immediate, direct affect on
19 the health and safety of students, the public, and other employees. The immediate
20 supervisor/designee shall investigate the reported unsafe condition and initiate corrective
21 action if needed. Should the issue remain unresolved each concern/suggestion shall be
22 presented in writing by the work location Safety Committee representative to the work
23 location Safety Committee chairperson to be discussed at the next meeting of the committee.
24 If the committee determines that a particular concern cannot be resolved by the committee,
25 the work location Safety Committee chairperson will forward the unresolved concern to the
26 Risk Management Branch for review.
27
- 28 D. **NON-DISCRIMINATION.** No employees shall be in any way discriminated and/or
29 retaliated against as a result of reporting any condition believed to be a violation of Section
30 A.
31
- 32 E. **EDUCATION ENVIRONMENT/SAFETY.** Non-teaching employees are part of the
33 district-wide team of adults who strive to provide a safe, secure, and hazard-free
34 educational environment. While primary responsibility for site supervision rests with
35 administrative and teaching staff, all other District employees are also expected to take
36 reasonable action when necessary to provide for the safety, security, and well-being of
37 students, the public, other employees, and school district property. Reasonable action
38 includes but is not limited to those actions necessary and appropriate under the
39 circumstances which are necessary to prevent harm to students, the public, other
40 employees, and school district property, and which can be taken without unreasonable risk
41 of harm to the intervening employee. Such action is within the employee's school district
42 duties, and the school district fully supports such necessary and appropriate intervention.
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ARTICLE XI

Evaluation Procedure

A. REPORTS REQUIRED. There shall be filed with Human Resource Services a periodic performance report of each probationary employee and each employee in the permanent classified service, evaluating his/her performance on the job for the period covered in the report.

B. RATING OFFICERS. Each employee is to be rated by the immediate supervisor, who is defined as the person who assigns, checks, and supervises the work of the employee and who is immediately responsible for the employee, or is most closely acquainted with the employee's performance. If the employee has more than one (1) immediate supervisor, each such supervisor shall be provided an opportunity to have input in the development of the rating of the employee's work performance. Input from each supervisor shall be considered proportionally to the percentage of hours worked at each site by the employee.

The rating of each employee shall be reviewed by the next higher level supervisor, usually the immediate supervisor of the rater. Rating officers shall not be members of the bargaining unit.

C. RATING PROCEDURES. Performance reports shall be made on forms prescribed by Human Resource Services and following procedures established by Human Resource Services. The rating intervals shall be as indicated below:

- 1. Except for School Safety Officers, all employees shall serve a six (6) month probationary period. Probationary employees shall be rated at the end of the second, fourth, and sixth month from the date of appointment in that position.
2. School Safety Officers shall serve a one (1) year probationary period and shall be rated at the end of the fourth, eighth, and twelfth month from the date of appointment in that position
3. Permanent employees shall be rated annually. The period of the annual rating shall be twelve (12) months following the date the employee gains permanence in his/her present position or twelve (12) months following subsequent regular or revised rating reports, except when the end of the rating period falls during a non-work period for a ten (10) or eleven (11) month employee. Such employee shall be rated within sixty (60) days prior to the last working day of the assigned work year.
4. Employees will receive a warning and counsel from the rater within ten (10) days of the occurrence of less-than-satisfactory performance. If the less-than-satisfactory performance occurs less than ten (10) days prior to an employee's formal rating, the rater shall warn and counsel the employee prior to the formal rating. The employee may also request the name of the complainant(s) for any report of less-than-satisfactory performance which results in warning and counsel.

- 1 5. Raters shall include a statement of the facts and suggestions for improvement by
 2 completing an "Improvement Plan and Strategy for Assistance" form for any rating
 3 that includes a "Needs To Improve" (N) or "Unsatisfactory" (U). Content of the
 4 comments including those from the "Improvement Plan and Strategy for Assistance"
 5 shall not be grievable.
 6
- 7 6. A revised rating may be submitted any time upon evidence of changed work habits
 8 or performance on the part of the employee.
 9
- 10 7. Upon satisfactory completion of the "Improvement Plan and Strategy for Assistance"
 11 the employee shall be eligible for summer/intersession employment following the
 12 assignments of employees whose last fully resolved service rating is satisfactory if
 13 additional summer assignments are available.
 14

15 D. **EMPLOYEE'S COPY.** Whenever a rating is made, a conference shall be held to review
 16 the rating and a signed original of the full report shall be given by the rater to the employee
 17 being rated at said meeting. In the event an employee is absent for an extended period (ten
 18 [10] or more workdays) the rating may be mailed to the employee provided the rating is fully
 19 satisfactory. A conference will be held when the employee returns to work. For permanent
 20 employees whose rating is less than satisfactory, the annual evaluation due date shall be
 21 extended by ten days from the date the evaluatee returns to work. A conference shall be
 22 held with the evaluatee within those ten (10) days.
 23

24 E. **RATING OF RECORD.** When an employee terminates employment, his/her most recent
 25 rating on file shall be the rating of record, and no additional rating need be made unless
 26 his/her performance has changed to unsatisfactory.
 27

28 F. **APPEAL OF RATING CONTENT AND PROCEDURE.** It is agreed that a rating
 29 consists of both the letter rating (S, N, U) and the evaluator's comments, if any. An employee
 30 may, within fifteen (15) days of receipt of the rating, request a conference with the reviewer
 31 of the rating to discuss the content of the rating. The reviewer of the rating will have ten (10)
 32 days to determine if the rating content is accurate or inaccurate after the conference. If the
 33 reviewer does not respond in the prescribed time period the grievant may appeal to the next
 34 level.
 35

36 Upon receipt of a written appeal it will be the responsibility of the recipient to forward a
 37 copy to Employee Relations Services.
 38

39 If still dissatisfied with the rating content, the employee may, within fifteen (15) days from
 40 receiving the reviewer's response, file with the next higher supervisor a written appeal of the
 41 rating. The employee may request a conference. The next higher supervisor will have ten
 42 (10) days from receipt of a written appeal to determine if the rating content is accurate or
 43 inaccurate. If the next higher supervisor determines that the rating content is inaccurate,
 44 he/she shall order that within ten (10) days a new rating be written. If the reviewer does not
 45 respond in the prescribed time period, the grievant may appeal to the next level. The
 46 employee shall be given a copy of a new rating which shall be placed in the employee's
 47 personnel file. If the appeal is denied and the employee fails to proceed to the next level

1 within the timelines outlined herein, the original rating, together with the written appeal, shall
2 be placed in the employee's personnel file.
3

4 If the above appeal is denied and the employee is still dissatisfied with the rating content, the
5 employee within fifteen (15) days from the conference with the reviewer may file with the
6 appropriate Assistant/Deputy Superintendent or Chief Business and Financial Officer a
7 written appeal of the rating. The employee may request a conference. The Assistant/ Deputy
8 Superintendent or Chief Business and Financial Officer will have ten (10) days from the
9 receipt of a written appeal to determine if the rating content is accurate or inaccurate. If the
10 Assistant/Deputy Superintendent or Chief Business and Financial Officer determines the
11 rating content is inaccurate, he/she shall direct the immediate supervisor/manager to rewrite
12 the rating. The immediate supervisor/manager shall give a copy of the revised rating to the
13 employee and the revised rating shall be placed in the employee's personnel file. If the
14 appeal is denied, the employee shall be notified in writing, the original rating, together with
15 the written appeal, shall be placed in the employee's personnel file as the final rating. No
16 rating that is being appealed shall be placed in an employee's personnel file until the appeal
17 process is completed.
18

19 G. "DAYS" as defined in this Article are workdays when both parties are on duty.
20

21 H. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to review the
22 contents of his/her personnel file. At the employee's request a representative may accompany
23 the employee in this review. Normally, such review shall be permitted twice per fiscal year
24 by appointment.
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ARTICLE XII

Grievance Procedure

A. DEFINITIONS.

- 1. **Grievance.** A grievance is a claim by a grievant, group of grievants, or CSEA, Chapter 2, that he/she/they have been adversely affected by an interpretation, application, or violation of the specific provisions of this Agreement. Informally, a grievance may be presented verbally; formally, it shall be presented in writing. If the grievance is presented via FAX, the grievant or CSEA shall immediately notify the recipient during normal working hours via telephone, that the document is being transmitted. Issues which do not conform to this definition may be raised as complaints as outlined in Board of Education Policy No. 4144; however, such complaints are outside the scope of this Agreement.
- 2. **Grievant.** A grievant must be an employee or employees in the bargaining unit, or CSEA may also be identified as the grievant.
- 3. **Day.** A day is a workday when both the grievant and the respondent are on duty. In the event CSEA is the grievant, a day shall be defined as a day when both the CSEA Representative and the respondent are on duty.
- 4. **Immediate Supervisor.** The immediate supervisor is the lowest level supervisor or manager having immediate line supervisory authority over the grievant, and who has authority to remedy the grievance.

B. **NON-DISCRIMINATION.** As per Government Code, Section 3543.5, the District shall not impose or threaten to impose reprisals, to discriminate, or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their participation in the grievance procedure.

C. **INFORMAL LEVEL.** Within twenty (20) days after the employee knew, or reasonably should have known of the alleged violation, the grievant should attempt to resolve the grievance by an informal conference with his/her immediate supervisor/manager. The grievant may have a representative present to assist in the discussion of the allegation. Employees shall be granted release time to discuss allegations upon arrangement with the immediate supervisor/manager.

It shall be the grievant’s responsibility to inform the supervisor/manager that the conference is for the purpose of seeking to resolve the grievance at the informal level.

D. **FORMAL LEVEL.**

- 1. **Level I.** Within ten (10) days after the informal level procedures are concluded, should the grievance not be resolved, the grievant shall present his/her grievance in

1 writing on the District Classified Grievance Form to the immediate
 2 supervisor/manager with whom the grievance was discussed informally and
 3 Employee Relations Services.
 4

5 This statement shall be a clear, concise statement of the circumstances giving rise
 6 to the grievance, citation of the specific Article, Section, and paragraph of this
 7 Agreement that is alleged to have been violated, the decision rendered at the
 8 informal conference, and the specific remedy sought.
 9

10 The respondent shall communicate his/her decision to the employee and
 11 representative in writing within ten (10) days of the scheduled meeting or after
 12 receiving the written grievance if a meeting is not requested. If CSEA is the named
 13 grievant, the respondent shall communicate his/her decision to the CSEA
 14 representative in writing within ten (10) days. If the immediate supervisor does not
 15 respond in the prescribed time period, the grievant may appeal to the next level.
 16

17 Within the above time limits, either party may request a personal conference to
 18 discuss the grievance. The grievant may be assisted as in the Informal Level above.
 19

- 20 2. **Level II.** In the event the grievant is not satisfied with the decision at Level I,
 21 he/she may appeal the decision on the District Classified Grievance Form within
 22 ten (10) days after receipt of the immediate supervisor's decision. Such appeal
 23 shall be submitted to Employee Relations Services for forwarding to the appropriate
 24 manager.
 25

26 This appeal should include a copy of the original grievance, the disposition of the
 27 original grievance by the immediate supervisor, and a clear, concise statement of
 28 the reasons for the appeal.
 29

30 The respondent at Level II shall investigate the allegations and a written decision
 31 shall be communicated within ten (10) days after receiving the appeal. Either the
 32 grievant or the respondent may request a personal conference within the ten (10)
 33 day time limit. If no response is made in the prescribed time period, the grievant
 34 may appeal to the next level.
 35

36 Both the grievant and the respondent reserve the right to have representation.
 37

- 38 3. **Level III (Mediation).** If the grievant is not satisfied with the decision at Level II,
 39 he/she may within ten (10) days after receipt of the decision at Level II, submit to
 40 Employee Relations Services a written request for mediation of the grievance.
 41 Employee Relations Services shall within five (5) days after receipt of the written
 42 request submit to the California State Conciliation Service a request for the
 43 immediate services of a mediator.
 44

45 The parties agree that Level III of this Grievance Procedure may be waived by
 46 mutual agreement of the grievant and the District.

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2 a. The function of the mediator shall be to assist the parties to achieve a
3 mutually satisfactory resolution of the grievance by means of the mediation
4 process.
5
6 b. If a satisfactory resolution of the grievance is achieved by means of this
7 mediation process, both parties to the grievance shall sign a written
8 statement of resolution to that effect, and thus waive the right of either party
9 to further appeal the grievance.

- 10
11 4. **Level IV (Binding Arbitration).** If a resolution of the grievance is not achieved
12 as a result of mediation (Level III) or if Level III has been waived, and the grievant
13 through the Association desires to contest further, the grievant may request the
14 CSEA to submit the grievance to arbitration. If the CSEA proceeds to arbitration,
15 the statement of grievance shall be filed with Employee Relations Services on the
16 appropriate Level IV form within ten (10) days following the conclusion of
17 mediation. The form shall be complete and include the endorsement of the CSEA.
18

19 No grievance shall be considered by the arbitrator, which has not first been processed
20 in accordance with the above-described grievance procedures, Sections C. and D.
21

- 22 a. **Selection of Arbitrator.** Upon the proper submission of a Level IV
23 grievance form, the CSEA staff and Employee Relations Services staff shall,
24 within ten (10) days after receipt of the request to arbitrate, attempt to agree
25 upon the selection of an arbitrator. If no agreement on an arbitrator is
26 reached, either the CSEA or the District may request the State Mediation and
27 Conciliation Service to provide a list of seven (7) arbitrators experienced in
28 hearing grievances in public schools. Such request shall be made within
29 twenty (20) days after receipt of the Level IV grievance form. The CSEA
30 staff and Employee Relations Services staff shall select an arbitrator by
31 alternately striking names. The order of striking shall be determined by
32 flipping a coin.
33

- 34 b. **Jurisdiction.**
35

- 36 (1) The arbitrator shall have no authority to hear evidence and/or rule on
37 any Sections of this Agreement which were not present in the original
38 grievance, Formal Level I.
39
40 (2) The parties shall attempt to agree upon a statement of the issue(s) to
41 be submitted to arbitration. If the parties cannot agree, the arbitrator
42 shall determine the issue by referring to the written grievance
43 documents.
44

- 1 (3) After a hearing and after both parties have had an opportunity to
 2 present written arguments, the arbitrator shall submit a decision
 3 within thirty (30) days.
 4
- 5 (4) The arbitrator's decision shall be in writing and shall set forth the
 6 findings of fact, reasoning, and conclusions on the issue(s) submitted.
 7 The arbitrator shall be without power or authority to make any
 8 decision which requires the commission of an act prohibited by law
 9 or which is in violation of the terms of this Agreement. Subject to the
 10 limitations specified in Article V, Section B., it is agreed that the
 11 remedy of the arbitrator may include such financial reimbursement as
 12 may be necessary to make the grievant whole for any monetary loss
 13 resulting from a violation, misapplication or misinterpretation of the
 14 specific provision(s) of this Agreement.
 15
- 16 (5) The decision of the arbitrator shall be submitted to the CSEA Labor
 17 Relations Representative and the Director of Employee Relations
 18 Services, and shall be binding upon the parties.
 19

20 c. **Areas of Exclusion.** The arbitrator shall have no power to recommend or
 21 resolve:
 22

- 23 (1) Any issue arising out of the exercise by the Board of Administration
 24 of its responsibilities under Article II, Reserved Rights of the District,
 25 except as modified by the specific provisions of this Agreement.
 26
- 27 (2) Any provision of this Agreement that is identified in the Agreement
 28 as specifically excluded from binding arbitration.
 29
- 30 (3) Issues involving evaluation other than procedures specifically
 31 identified in Article XI, Evaluation Procedure.
 32

33 d. **Cost of Arbitration.**

- 34 (1) All cost of the services of the arbitrator including, but not limited to,
 35 per diem expenses, travel and travel time, and the cost of any hearing
 36 room which is not the property of the school district shall be borne
 37 equally by the parties.
 38
- 39 (2) Either party may request that the hearing be recorded. The costs of a
 40 certified court reporter shall be paid by the party requesting the
 41 reporter and only the party paying for the reporter shall receive a
 42 transcript of the hearing. Alternately, both parties may mutually
 43 agree to share equally the costs of the reporter in which case both
 44 parties shall receive a copy of the transcript.
 45
 46

1 (3) The grievant and the required employee witnesses will be granted
 2 release time as necessary to participate in any hearing required by the
 3 arbitration process. The release of employee witnesses will be
 4 scheduled to minimize disruption of work schedules.

5
 6 (4) Each party shall bear the expense of the preparation and presentation
 7 of its own case.
 8

9 E. **GENERAL PROVISIONS.** When a grievant requests assistance of a bargaining unit
 10 employee, the employee shall be released without loss of pay to attend conferences and
 11 hearings with District personnel. Other costs shall be paid by the incurring party.
 12

13 All requests by CSEA for necessary and relevant information shall be made to Employee
 14 Relations Services in writing. CSEA may inspect at a reasonable time any specific non-
 15 confidential lawful document in the possession of the District. CSEA agrees to reimburse the
 16 District for the reasonable costs of reproducing any such document the Association wishes
 17 to purchase. CSEA agrees to provide the District at cost with copies of Association reports
 18 necessary for the District to discharge its responsibilities under this Agreement. The parties
 19 also agree to place grievances that are dependent on said information in abeyance until the
 20 information is provided to the requesting party. (Article III, F)
 21

22 The grievant, CSEA on behalf of the grievant, and/or the District may request extension of
 23 time limits set forth herein. Time limits may be extended by mutual agreement of the parties.
 24 Failure of the grievant to request an extension or to meet time limits shall render the grievance
 25 null and void.
 26

27 A grievant, where appropriate, may submit to Employee Relations Services a request that a
 28 grievance level be by-passed. Bypassing a level without prior agreement will render the
 29 grievance null and void.
 30

31 If a grievant chooses to process a grievance without the intervention of CSEA, the District
 32 shall not agree to a resolution of the grievance until CSEA has received a copy of the
 33 grievance and the proposed resolution and has been given ten (10) days to file a response
 34 thereto. Binding arbitration requires the endorsement of CSEA.
 35

36 If more than one employee shares in the allegation, only one grievance may be processed in
 37 their behalf. The grievance may be filed at a level agreed upon by CSEA and the District.
 38

39 F. **ELECTION OF REMEDIES AND WAIVER.** A party instituting any action, proceeding
 40 or complaint in a federal or state court of law, or before an administrative tribunal, which
 41 relief may be granted, the federal agency, state agency, or seeking relief through any statutory
 42 process for subject matter of which may constitute a grievance under this Agreement, shall
 43 immediately there upon waive any and all rights to pursue a grievance under this Article.
 44 Upon instituting a proceeding in another forum as outlined herein, the employee shall waiver
 45 the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the
 46 grievance procedure, the right to pursue it further shall be immediately waived. This Section
 47 shall not apply to actions to compel arbitration as provided in the Agreement or to enforce
 48 the award of an arbitrator.

ARTICLE XIII**Concerted Activities**

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5 A. It is agreed and understood that there will be no strike, work stoppage, picketing, or other
6 concerted action or refusal to perform job functions and responsibilities, or other interference
7 with the operation of the District by the California School Employees Association and/or its
8 Long Beach Chapter 2 by its officers, agents, or members during the terms of this Agreement,
9 including compliance with the request of other individuals, groups, or labor organizations to
10 engage in such activity.
11
- 12 B. The California School Employees Association and its Long Beach Chapter 2 recognize the
13 duty and obligation of its representatives to comply with the provisions of this Agreement
14 and to make a reasonable effort toward inducing all bargaining unit employees to do so. In
15 the event of a strike, work stoppage, slow-down, or other interference with operation of the
16 District by employees who are represented by CSEA, CSEA agrees in good faith to take all
17 necessary steps to cause those employees to cease such actions.
18
- 19 C. It is agreed and understood that any bargaining unit employee violating this Article may be
20 subject to discipline up to and including termination by the District. Furthermore, it is
21 understood that in the event this Article is violated by CSEA, the District shall be entitled to
22 withdraw any rights, privileges, or services provided for in this Agreement, in Government
23 Code, Section 3543.1, or in District policy from any bargaining unit employee and/or CSEA.
24
- 25 D. The District agrees that there will be no lockout of bargaining unit employees during the term
26 of this Agreement. In the event of a strike or other concerted activities by other District
27 employees, the District will make a reasonable effort to provide work assignments for
28 employees covered by this Agreement.
29
- 30 E. This Article shall cease to be in effect upon the expiration of this Agreement and in accord
31 with PERB procedures.
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ARTICLE XIV**Progressive Discipline and Discipline Procedures**

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5 A. **DEFINITION OF PROGRESSIVE DISCIPLINE.** Progressive discipline is a series of
6 fair, consistent and timely corrective steps to improve employee performance through
7 direct, honest and constructive communication. Discipline will be consistent with the
8 Rules and Regulations of the Classified Services and the California Education Code.

9
10 A “day” is a workday when both the employee and supervisor are on duty.

- 11
12 B. **GOAL OF PROGRESSIVE DISCIPLINE.** Generally, discipline will follow a
13 progressive approach, which attempts to correct, resolve or remove the employee’s less
14 than satisfactory performance at the lowest most effective level. It is the objective of the
15 District to meet face-to-face with a unit member when providing progressive discipline
16 interventions. The District and CSEA recognize that there are some situations where
17 progressive discipline is not appropriate. When permitted by the nature of the offense, the
18 steps delineated below will be followed.

19
20 C. **PROGRESSIVE DISCIPLINE INTERVENTIONS.**

21
22 1. **Verbal Counseling/Warning**

23 Verbal counseling shall be done within ten (10) working days of the rater’s
24 knowledge of the occurrence of the alleged infraction. The supervisor may
25 complete a written conference summary outlining the verbal warning, in addition
26 to the steps for improvement. The employee shall be provided with a copy of such
27 documentation. Conference summaries shall not be placed in the employee’s
28 personnel file except as an attachment to a written reprimand as documentation of
29 progressive discipline. The employee may prepare a written response, and if
30 requested, such response shall be attached to the conference summary.

31
32 2. **Written Warning**

33 Written warnings shall be given within ten (10) working days of the rater’s
34 knowledge of the alleged infraction and shall include the steps for improvement.
35 The employee shall be provided a copy of such documentation. Written warnings
36 shall not be placed in the employee’s personnel file except as an attachment to a
37 written reprimand as documentation of progressive discipline. The employee may
38 prepare a written response, and if requested, such response shall be attached to the
39 conference summary.

40
41 3. **Written Reprimand**

42 A letter of reprimand shall be given within ten (10) working days of the rater’s
43 knowledge of the occurrence of the alleged infraction. Letters of reprimand shall
44 include the specific cause for the action and the policies, rules and regulations
45 alleged to have been violated. Letters of reprimand shall include a plan for

1 improvement and consequences for continued infractions. The bargaining unit
 2 member shall sign the reprimand to acknowledge receipt only. Letters of reprimand
 3 will be placed in the employee's personnel file ten (10) working days from the date
 4 of receipt. The employee may prepare a written response, and if requested, such
 5 response shall be attached to the letter of reprimand and placed in the employee's
 6 personnel file.

7
 8 **D. DISCIPLINE BEYOND A WRITTEN REPRIMAND.** Infractions that warrant action
 9 beyond a written reprimand, including, but not limited to suspensions and termination will
 10 be completed in accordance with the Rules and Regulations of Classified Service and the
 11 California Education Code.

12
 13 **E. DISCIPLINE.** Discipline shall be defined as termination, suspension without pay,
 14 reduction in pay, or involuntary demotion. Written reprimands, counseling and/or oral
 15 warnings are not considered disciplinary for purposes of this Article; however, they may
 16 be referred to for purposes of determining appropriate level of discipline.

17
 18 Layoffs, reduction in assigned time in lieu of layoff, voluntary demotions and bumping are
 19 not considered "discipline."

20
 21 **F. GROUNDS FOR DISCIPLINE.** Examples of performance or behavior that may result
 22 in disciplinary action are identified in the Rules and Regulations of the Classified Service.
 23 That list is representative and does not exhaust all possible situations where disciplinary
 24 action may be required.

25
 26 **G. PRE-DISCIPLINE PROCEDURE.** The pre-discipline procedure will normally apply in
 27 all cases of termination, demotion, or suspension without pay.

- 28 1. The employee will receive written notice of the proposed disciplinary action.
- 29 2. The employee will be given the reason(s) for the proposed disciplinary action.
- 30 3. The employee will be given a copy of, or be provided access to, written materials,
 31 reports, and documents, if any, upon which the proposed action is based.
- 32 4. The employee will be accorded the right to respond, either orally or in writing or
 33 both, either in person or through a representative, within a reasonable time period
 34 (five [5] days in most instances), and to a level of management who can effectively
 35 recommend that the proposed disciplinary action be taken or not taken.
- 36 5. The employee will receive a written notice of discipline, giving the original
 37 allegation(s), the determination as to the charges, the level of disciplinary action to
 38 be received, and final admonition(s) if disciplinary action is to be taken.
- 39 6. The employee may appeal the disciplinary action before the Personnel Commission
 40 in accordance with the Rules and Regulations of the Classified Service and shall be
 41 notified in writing by the District of such rights.
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2 H. **ADMINISTRATIVE LEAVE.** An employee may be immediately relieved from duty
3 and placed on paid administrative leave when it has been alleged that he/she has created a
4 situation wherein he/she may not reasonably be expected to perform competently, or where
5 his/her continued presence poses a threat to his/her own health or safety and/or the health
6 and/or safety of others, or during an investigation of such alleged behavior.
7

8 In such emergency conditions, the pre-disciplinary procedure should be initiated as soon
9 as possible, but need not occur prior to relieving the employee from duty. At the discretion
10 of the District, such employee may be allowed to return to work at any time pending the
11 pre-disciplinary procedure.
12

- 13 I. **APPEAL OF WRITTEN REPRIMAND.** An employee may within fifteen (15) days of
14 receipt of a written reprimand request a conference with the manager/supervisor who is the
15 reviewer of the employee's evaluation for the purposes of discussing concerns the
16 employee has regarding the content of the written reprimand. The manager/supervisor will
17 have ten (10) working days to determine if the written reprimand content is accurate or
18 inaccurate after the conference. If the manager/supervisor does not respond in the
19 prescribed time period, the grievant may appeal to the next level.
20

21 Upon receipt of written appeal, it will be the responsibility of the recipient to forward a
22 copy to Employee Relations Services.
23

24 If still dissatisfied with the written reprimand content, the employee may, within fifteen
25 (15) working days from the conference with the reviewer, file with the next higher
26 supervisor a written appeal of the written reprimand. The next higher supervisor will have
27 ten (10) working days from receipt of a written appeal to determine if the content of a
28 written reprimand is accurate or inaccurate. If the next higher supervisor determines that
29 the written reprimand content is inaccurate, he/she shall order that within ten (10) working
30 days a new written reprimand be written or the original written reprimand be withdrawn,
31 as applicable. If the manager/supervisor does not respond in the prescribed time period,
32 the grievant may appeal to the next level. The employee shall be given a copy of any new
33 written reprimand which shall be placed in the employee's personnel file. If the appeal is
34 denied and the employee fails to proceed to the next level within the timelines outlined
35 herein, the original written reprimand, together with the written appeal, shall be placed in
36 the employee's personnel file.
37

38 If the above appeal is denied and the employee is still dissatisfied with the content of the
39 written reprimand, the employee within fifteen (15) working days from the conference with
40 the reviewer may file with the appropriate Assistant/Deputy Superintendent or Chief
41 Business and Financial Officer a written appeal of the written reprimand. The
42 Assistant/Deputy Superintendent or Chief Business and Financial Officer will have ten
43 (10) working days from the receipt of a written appeal to determine if the content of the
44 written reprimand is accurate or inaccurate. If the Assistant/Deputy Superintendent or
45 Chief Business and Financial Officer determines the content of the written reprimand is
46 inaccurate, he/she shall direct the immediate supervisor/manager to either rewrite or

1 withdraw the written reprimand as he/she deems appropriate. The immediate
2 supervisor/manager shall give a copy of the revised written reprimand to the employee and
3 the revised written reprimand shall be placed in the employee's personnel file. If the appeal
4 is denied, the employee shall be notified in writing, and the written reprimand, together
5 with the written appeal, shall be placed in the employee's personnel file as the final
6 decision.

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8 No letter of written reprimand that is being appealed shall be placed in an employee's
9 personnel file until the appeal process has been completed.

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ARTICLE XV

Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over current and past District practices and procedures and over federal and state laws to the extent permitted by federal and state law, and that in the absence of specific provisions in this Agreement such District practices and procedures shall prevail.

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ARTICLE XVI

Savings Clause

If any Articles, Sections, or provisions of this Agreement shall be found to be contrary to, or in conflict with, federal or state law, only that Article, Section, or provision shall be rendered void with no effect on any other Article, Section, or provision because of the contradiction or conflict with federal or state law.

Such Article, Section, or provision being rendered void shall be subject to renegotiation within a reasonable period of time by CSEA and the District.

ARTICLE XVII

Completion of Meet-and-Negotiate Sessions

During the term of this Agreement, the parties waive and relinquish the right to meet and negotiate except as provided elsewhere in the Agreement, and agree that they shall not be obliged to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Except that if the District contemplates having specified services currently provided exclusively by unit members accomplished by the private sector or another public agency, the District and the CSEA will meet and negotiate regarding both the decision and the effect of the decision. Any grievance regarding implementation of this provision will be initiated at Level II.

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ARTICLE XVIII

Term of Agreement

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A. EFFECT.

The term of the Agreement is November 1, 2021 through June 30, 2024 with no reopeners except as provided below and in this comprehensive proposal.

B. REOPENERS.

The District and CSEA agree to jointly reopen negotiations for 2022-2023 on the following articles: Article I: Recognition, Article III: Association Rights, Article V: Compensation, Article VI: Days and Hours of Employment, Article VIII: Leaves of Absence, Article IX: Transfer and Promotions, Article XI: Evaluation Procedure, Article XII: Grievance Procedure, Article XIII: Concerted Activities, Article XIV: Progressive Discipline and Discipline Procedures, Article XIX: Work Jurisdiction


The District and CSEA may reopen negotiations 2023 - 2024 on Article V – Compensation, plus three articles selected by each party.

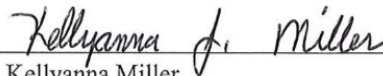
RATIFICATION OF AGREEMENT

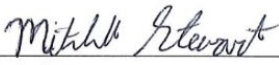
Signatures

Dated: 11/7/22

Dated: 11/7/22

By: 
Steven Rockenbach - Director
Employee Relations and Ethics

By: 
Kellyanna Miller
CSEA Long Beach Chapter 2 Administrator

By: 
Mitchell Stewart
CSEA Labor Relations Representative

Bargaining Teams

CSEA
Kellyanna Miller
CSEA Long Beach Chapter 2 Administrator
Mitchell Stewart
CSEA Labor Relations Representative

District
Steve Andelson
Ann Culton
Joy Dowell
Rachel Heenan
Lieling Hwang
Cathleen Imbroane
Damon Jespersen
Lester "Dow" Lawson
Alan Reising
Steve Rockenbach
Erin Simon
Wayne Strumpfer
Yumi Takahashi

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APPENDIX A
SALARY SCHEDULE 4
UNIT A - CLERICAL AND SUPPORT SERVICES UNIT CLASSIFICATIONS - (C1)

CODE	CLASS TITLE	CLASS ABBREVIATION	QW RANGE	HOURLY RANGE
5213	Accompanist	ACCOMPONIST	015	915
0358	Accountant	ACCOUNTANT	034	934
0750	Accounting Technician	ACCNTG TECH	027	927
0751	ASB Financial Technician	ASB FIN TECH	019	919
5146	Associate Producer/Digital Animator	ASSO PDR/DGT AN	030	930
5147	Associate Producer/Production Designer	ASSO PDR/PD DSG	030	930
0467	Attendance Accounting Specialist	ATT ACCTG SPC	032	932
5216	Behavior Intervention Assistant	BEHAVR INT ASST	020	920
5137	Behavior Intervention and Coaching Specialist	BE INT/COACH SP	024	924
3340	Braille Transcriber	BRILLE TRNSCBR	018	918
5148	Broadcast Engineer	BROADCAST ENGR	034	934
5232	Business Development and Marketing Specialist	BUS DEV&MKT SPC	032	932
5011	Campus Security Officer	CAMPUS SEC OFF	016	916
5215	CDC Guidance Specialist	CDC GUIDANCE SP	020	920
3285	Certified Occupational Therapy Assistant	CER OCC TH ASST	024	924
5030	Chemical Application Technician	CHEM APPL TECH	020	920
5108	Computer Support Technician	COMP SUP TECH	038	938
0624	Contract Analyst	CONTRACT ANALYS	036	936
3343	Credential Services Specialist	CRED SRVCS SPC	024	924
0139	Custodian	CUSTODIAN	014	914
5025	Custodian Assistant	CUSTODIAN ASST	005	905
5202	District Security Office	DIST SEC OFF	024	924
5203	Educare Family Support Specialist	EDU FAM SUP SPC	027	927
5229	Educare Family Support Specialist-BL Khmer	EDU FSSPC BL KH	027	927

5204	Educare Family Support Specialist-BL Spanish	EDU FSSPC BL SP	027	927
5138	Facilities Planning Technician	FACIL PLAN TECH	027	927
3348	Facilities Use Technician	FACIL USE TECH	020	920
0477	Food Production Utility Worker	FD PROD UTL WKR	016	916
5152	Graphic Designer	GRAPHIC DESIGN	029	929
0175	Grounds Equipment Operator I	GRNDS EQ OP I	020	920
0176	Grounds Equipment Operator II	GRNDS EQ OP II	022	922
5031	Grounds Equipment Operator II/Driver	GRNDS E O II/DR	024	924
0172	Groundskeeper	GRNDSKEEPER	016	916
5075	Head Start Family Services Liaison	HS FAM SVCS LIA	015	915
5234	Head Start Family Services Liaison-BL Khmer	HS FM SV L BL K	015	915
5233	Head Start Family Services Liaison-BL Spanish	HS FM SV L BL S	015	915
0657	Head Start Instructional Aide	HS INSTR AIDE	007	907
5236	Head Start Instructional Aide-BL Khmer	HS I AIDE BL KH	007	907
5235	Head Start Instructional Aide-BL Spanish	HS I AIDE BL SP	007	907
5194	Head Start Senior Family Services Liaison	HS SR F SVC LIA	018	918
5170	Health Assistant	HEALTH ASST	015	915
5200	High School Equivalency Examiner	HS EQV EXAMINER	025	925
5201	High School Equivalency Examiner - BL Spanish	HS EQV EXAMINER BL S	025	925
3350	Human Resources Assistant	HUMAN RES ASST	016	916
3352	Human Resources Technician	HUMAN RES TECH	021	921
5117	Information Technology Projects Coordinator	INFO TECH PR CO	042	942
0436	Instructional Aide	I AID	010	910
0442	Instructional Aide-BL Spanish	I AID-BL SP	010	910
0221	Instructional Aide-Alternative Schools	I AID-ALT SCH	010	910
0439	Instructional Aide-Alternative Schools-BL Spanish	I AID A S-BL SP	010	910
0442	Instructional Aide-BL Spanish	I AID-BL SP	010	910
3271	Instructional Aide-Deaf/Hard of Hearing	IA-D/H OF HEAR	016	916
5205	Instructional Aide-Educare	I AID-EDUCARE	010	910
5207	Instructional Aide-Educare BL Khmer	I AID-EDU BL KH	010	910
5206	Instructional Aide-Educare BL Spanish	I AID-EDU BL SP	010	910

0601	Instructional Aide-Mobile Classroom	IA-MOBILE CLSRM	012	912
0448	Instructional Aide-Special	I AID-SPC	012	912
0449	Instructional Aide-Special-BL Khmer	I AID-SPC-BL KH	012	912
0450	Instructional Aide-Special-BL Spanish	I AID-SPC-BL SP	012	912
0885	Instructional Assistant-After School Program	I A-AFTR SCH PG	020	920
0603	Instructional Assistant-Computer Resources	I AST COMP RESC	020	920
0452	Instructional Assistant-Computer Resources-BL Spanish	I AST-CR-BL SP	020	920
0460	Instructional Assistant-Gardening	I AST-GARDENING	020	920
5199	Instructional Assistant-Male Academy	I AST-MALE ACAD	020	920
5172	Instructional Assistant-Mathematics	INST ASST-MATH	020	920
5217	Instructional Assistant-On Campus Suspension	I AST ON CAM SU	020	920
3278	Instructional Assistant-Parent Resources Center/BL	I AST-PR RS C/B	020	920
0766	Instructional Assistant-School for Adults	I AST-SCH ADULT	020	920
5221	Instructional Assistant-School for Adults-BL Spanish	I AST SFA BL SP	020	920
3353	Instructional Warehouse Assistant	INST WRHSE ASST	016	916
0755	Intermediate Accounting Assistant	INT ACCTG ASST	019	919
5058	Intermediate Nutrition Services Worker	INT NUTR SV WKR	008	908
0673	Intermediate Office Assistant	INT OFFICE ASST	015	915
5050	Intermediate Office Assistant-BL Spanish	IOA-BL SP	015	915
3354	Intermediate Office Assistant-Schools	INT OFF ASST/SC	015	915
5052	Intermediate Office Assistant-Schools BL Spanish	IOA/SCH-BL SP	015	915
0756	Intermediate Payroll Accounting Technician	INT PYRL AC TEC	019	919
5126	Inventory Control Technician	INV CNTRL TECH	020	920
0463	Job Developer	JOB DEVELOPER	020	920
5186	Job Developer-BL Spanish	JOB DEV BL SP	020	920
0694	Kids' Club Assistant	KIDS CLUB ASST	007	907
0515	Kids' Club Lead Assistant	K C LEAD ASST	009	909
0205	Lead Custodian	LEAD CUSTODIAN	017	917
0465	Library/Media Assistant	LIB/MED ASST	020	920
0208	Locker Room Attendant	LCKR RM ATTDNT	015	915
0219	Mail Delivery Driver	MAIL DELIV-DR	016	916

5144	Mail/Switchboard Services Assistant	ML/SWBRD SV AST	016	916
0627	Maintenance Material Coordinator	MAINT MAT COORD	034	934
5231	Maintenance Materials Storekeeper	MAINT MAT STKPR	026	926
5180	Migrant Education Recruiter-BL Spanish	MIG ED RC BL SP	017	917
5127	Military Property Specialist	MILIT PROP SPEC	020	920
5119	Network Specialist	NETWORK SPEC	042	942
5208	Nutrition Services Payroll Technician	NUT SV PAY TECH	022	922
5112	Nutrition Services Technology Coordinator	NUT SV TCH COOR	042	942
5068	Nutrition Services Worker	NUTR SRVCS WKR	005	905
3359	Office Assistant	OFFICE ASST	010	910
5158	Office Assistant-BL Spanish	OFF ASST-BL SP	010	910
5218	Parent Involvement Specialist	PARENT INV SPC	020	920
5219	Parent Involvement Specialist-BL Khmer	PARENT INV SP BL K	020	920
5220	Parent Involvement Specialist-BL Spanish	PARENT INV SP BL S	020	920
5241	Pool Operator	POOL OPERATOR	022	922
5155	Production Specialist/Editor	PROD SPC/EDITOR	019	919
0607	Public & Employee Information Assistant	PUB EM INF ASST	020	920
5128	Purchasing Agent	PURCH AGENT	034	934
5129	Purchasing Assistant	PURCH ASST	018	918
0675	Records Office Assistant	RECDs OFF ASST	015	915
5132	Reprographics Technician	REPRGRPHIC TECH	016	916
0433	Research Office Technician	RSRCH OFF TECH	020	920
5181	School/Community Liaison-BL Khmer	SCH/COMM LIA KH	013	913
5178	School/Community Liaison-BL Spanish	SCH/COMM LIA SP	013	913
3360	School Data Technician	SCH DATA TECH	018	918
5013	School Safety Communications Operator	SCH SFTY COM OP	021	921
5015	School Safety/Security Specialist	SCH SFTY/SEC SP	020	920
5014	School Safety Officer	SCH SFTY OFF	031	931
5099	School Support Assistant	SCH SUP ASST	010	910

5100	School Support Assistant-BL	SCH SUP ASST BL	010	910
0760	Senior Accounting Assistant	SR ACCTG ASST	022	922
0761	Senior ASB Financial Technician	SR ASB FIN TECH	023	923
0478	Senior Food Production Utility Worker	SR FD PR UTL WK	019	919
5174	Senior Health Assistant	SR HEALTH ASST	024	924
5071	Senior Nutrition Services Worker	SR NUTR SV WKR	011	911
0677	Senior Office Assistant	SR OFFICE ASST	019	919
5089	Senior Office Assistant-BL Spanish	SR OFF A-BL SP	019	919
3363	Senior Office Assistant-Schools	SR OFF ASST/SCH	019	919
5091	Senior Office Assistant-Schools-BL Spanish	SR OF A-S BL SP	019	919
0762	Senior Payroll Accounting Technician	SR PAY ACTG TEC	023	923
5133	Senior Purchasing Assistant	SR PURCH ASST	022	922
3369	Senior Research Office Technician	SR RCH OFF TECH	023	923
5120	Senior Systems Analyst	SR SYS ANALYST	045	945
5167	Senior Technology Support Representative	SR TECH SUP REP	032	932
5184	Senior Translator-Interpreter-BL Spanish	SR TRANS-INT SP	023	923
5214	Sign Language Interpreter*	SIGH LANG INTRP	024	924
5055	Site Specialist-Special Projects	SITE SPEC-SP PR	024	924
0573	Small Engine Mechanic	SML ENGINE MECH	025	925
5024	Speech-Language Pathology Assistant	S-L PATHOLOGY A	024	924
5163	Speech-Language Pathology Assistant-BL Spanish	S-L PATH A BL S	024	924
3364	Staff Secretary	STAFF SECRETARY	019	919
5085	Staff Secretary-BL	STAFF SEC BL	019	929
0379	Stage Technician	STAGE TECH	022	922
5164	Student Data Systems Specialist	STU DATA SYS SP	029	929
0399	Student Evaluation Technician	STU EVAL TECH	020	920
0480	Student Evaluation Technician-BL Khmer	ST E TECH-BL KH	020	920
0483	Student Evaluation Technician-BL Spanish	ST E TECH-BL SP	020	920
0763	Student Financial Technician-Avalon	STU FIN TECH-AV	023	923
5176	Student Store Assistant	STDNT STOR ASST	008	908
5182	Student Store Lead	STDNT STOR LEAD	016	916
5246	Systems Analyst-CICS/COBOL	SYSTEM ANALY C/C	042	942
5107	Systems Analyst	SYSTEMS ANALYST	042	942
5111	Systems Operator	SYSTEMS OPER	025	925

5168	Technology Services Inventory Technician	TECH SV INV TEC	020	920
5113	Technology Support Representative	TECH SUP REP	029	929
5183	Transitional Services Specialist-BL Spanish	TRANS SV SPC SP	020	920
5079	Translator-Interpreter-BL Spanish	TRANS-INT -BL SP	020	920
0392	Truck Driver	TRUCK DRIVER	023	923
0712	Warehouse Materials Processor	WRHSE MAT PROC	021	921
5083	Webmaster	WEBMASTER	036	936

GRANDFATHERED CLASSIFICATIONS UNIT A – SALARIES FOR EMPLOYEES HIRED PRIOR TO 6/30/02

5019	Campus Security Officer	CAMPUS SEC OFF	020	920
5018	Gang Intervention Specialist	GANG INTVENT SP	024	924



EMPLOYEE RELATIONS SERVICES
Telephone No. (562) 997-8220 * FAX No. (562) 997-8283

APPENDIX C

SICK LEAVE DONATION PROGRAM
(Refer to Article VIII.W for Additional Information)

The attached program is designed to benefit employees suffering from a **catastrophic illness or injury** who have exhausted all accrued sick leave.

Please note the attached definition of “catastrophic” and the following key elements/process:

1. **Who may donate?**
Any employee may donate accrued monthly sick leave.
2. **Who may receive donations?**
Employees may donate to any LBUSD employee and may receive donations from any LBUSD Employee.
3. **What kind of leave may be donated?**
An employee may donate only accrued monthly sick leave.
4. **How many days may be donated by a single individual?**
An individual employee may donate from one (1) to five (5) days of accrued monthly sick leave.
5. **At what point in an extended illness can donated leave be used?**
Donated sick leave can be used after the receiving employee has exhausted all available paid leave (i.e., sick leave, vacation), but before statutory leave begins.
6. **What is the process for approval, issuing a request for donations, and monitoring distribution of sick leave donations?**

STEP	Person Involved	Action Required
1	Requesting Employee	The process begins with a requesting employee submitting a <i>Request to Participate in Sick Leave Donation Program (Request)</i> to his/her principal/site administrator. These forms are available from Employee Relations Services. The <i>Request</i> should be submitted before the employee's own accrued sick leave is exhausted, if possible, and should be accompanied by medical verification of the employee's catastrophic illness or injury.
2	Principal/ Site Administrator	Within three (3) working days the principal/site administrator shall forward the request and medical verification to Employment Physician Services.
3	Employment Physician Services	Upon approval/denial of donated sick leave, Employment Physician Services will notify the Assistant Superintendent of HRS or his/his designee. Within three (3) more working days of the notice, the Assistant Superintendent of HRS or his/her designee will communicate this decision to the principal/site administrator.
4	Assistant Superintendent of HRS or designee	If the <i>Request</i> is denied, Assistant Superintended of HRS or designee will immediately notify the requesting employee.
5	Assistant Superintendent of HRS or designee	If the <i>Request</i> is approved, Assistant Superintendent of HRS or designee, within three (3) days after receiving confirmation, distribute an <i>Appeal for Donations, Catastrophic Leave (Appeal)</i> form to all schools and offices. The <i>Appeal</i> shall include copies of the <i>Donation of Sick Leave Hours form (Donation Form)</i> .
6	Employees Donating Sick Leave	Employees wishing to donate accrued <u>monthly</u> sick leave shall complete the <i>Donation Form</i> and submit this form to Payroll Department.
7	Payroll Manager or designee	The Payroll Manager or designee shall be responsible for processing <i>Donation Forms</i> and for notifying the payroll clerk at the site/office to which the recipient is assigned that initial and successive increments of catastrophic leave have been credited to the receiving employee.
8	Payroll Manager or designee	The Payroll Manager or designee shall update employees sick leave balances and adjust time entries.
9	Payroll Manager or designee	The Payroll Manager or designee shall monitor distribution of extended sick leave/adjustments to sick leave balances for donors.
10	Principal/ Site Administrator	In the event the initial increment of donated sick days is depleted and the employee continues to need additional days, the principal/site administrator shall be notified and he/she will be responsible for issuing yet another <i>Appeal for Donations</i> in a timely manner following the same procedures used in making the initial request. Payroll Manager or designee will work with the site if there are any issues/concerns.

If you have questions regarding any step in the process described here, please contact the Executive Director, Financial Services or designee for answers and clarification.

Attachments



EMPLOYEE RELATIONS SERVICES

Telephone No. (562) 997-8220* FAX No. (562) 997-8283

APPENDIX C

REQUEST TO PARTICIPATE IN SICK LEAVE DONATION PROGRAM

Date: _____

To: _____
Principal/Site Administrator

Subject: Sick Leave Donation Program

I hereby request that a *Request for Donations, Catastrophic Leave* be sent to District employees on my behalf. I will soon exhaust the sick leave and vacation that I have accrued. I understand that the purpose of this program is to provide me with the opportunity to benefit from sick leave donations due to a catastrophic illness or injury.

Medical verification of my catastrophic illness/injury from my attending physician is attached to this form (required).

Name _____

Position Title _____ Department/Site _____

Date Submitted _____ Signature _____

PRINCIPAL/SITE ADMINSTRATOR FORWARD REQUEST TO PHYSICIAN SERVICES

_____ Print Name of Principal/Site Administrator Signature Date of Action

PHYSICIAN SERVICES APPROVAL

The employee listed above is approved to receive donated sick leave.

The employee listed above is denied the use of donated sick leave.

_____ Print Name Signature Date of Action

DO NOT ATTACH THIS FORM FOR DISTRIBUTION TO EMPLOYEES



Payroll Branch

Telephone No. (562) 997-8156 * FAX No. (562) 997-8625

**APPEAL FOR DONATIONS,
CATOSTROPHIC SICK LEAVE**

Employee: _____

Position Title: _____

Department/Site: _____

The employee listed above has received approval to accept donated sick leave.

If you would like to donate from your accrued monthly sick leave, complete one of the attached *Donation of Sick Leave Hours* forms and give it to your department/site payroll clerk. You will be advised when your contribution is deducted from your accrued monthly sick leave.

Assistant Superintendent of HRS
or Designee

Date Posted

- Step 1: Attach to "Request to Participate" form, send for approvals (attach Dr. note)
- Step 2: Forms will be returned to site, attach "Appeal" form to "Donation of Hours" form, and distribute (White out all Social Security Numbers before distributing to staff)
- Step 3: Employees to send forms directly to payroll



Payroll Branch

Telephone No. (562) 997-8156 * FAX No. (562) 997-8625

Donation of Sick Leave Hours

Please read the following Guidelines before donating:

- The required minimum donation shall be **one day (eight hours)**. However, depending on your FTE, you may donate less than eight hours. For example, if your FTE is 50% the minimum shall be one half day (four hours).
- If an employee wishes to contribute more than one day, he/she may donate up to a total of **five (5) days** per year. However, if an employee wishes to donate more than one (1) day he/she must have a balance of **twenty (20) days or 160 hours** of accrued sick leave at the time of donation.
- Donating employees must acknowledge in writing the donation is voluntary, irrevocable, and confidential. Leave donated within the provisions of this program shall be deducted from the employee's accrued monthly sick leave days only.
- Any donated sick leave hours that are **not** used by the receiving employee will be placed in a bank to be used by other employees with catastrophic leave. (note: certificated, classified and non-bargaining unit employees have their own bank: this means that certificated bank may only be used for certificated personnel, classified bank may only be used for classified personnel and so forth.)

Upon reading the above guidelines I wish to donate _____ hours of monthly accrued sick leave from my current balance. I understand that if the receiving employee does not use these donated hours for his/her current illness/injury, these hours will not be returned to me and will be placed in a bank.

Name: _____

Site: _____

Employee ID: _____

Signature: _____

Date: _____

*** NOTE: Your site secretary will be notified when your sick leave balance is transferred. ***

Keep a copy for your records

Name of Receiving Employee: _____

Site: _____

MAIL TO PAYROLL OFFICE

FOR PAYROLL USE ONLY:

Name: _____

Balance of accrued monthly sick leave: _____

Employee ID: _____

Verified by Payroll Department (initials): _____

Date: _____

APPENDIX D

Memorandum of Understanding

RE: School projects involving labor from volunteers and GPS in district vehicles.

- 1
2
3
4
5
6
7 A. The District agrees that certain conditions must exist before any projects are approved that
8 involve volunteer labor from parents and/or students. These conditions include the
9 following:
10
11 1. All projects must be approved through the Maintenance director.
12
13 2. Code compliance with all state and local building codes, fire codes, and
14 Occupational Safety and Health Act (OSHA) requirements is a Maintenance
15 Branch responsibility. Project specifications must be screened and approved by the
16 Maintenance Branch before any actual work takes place.
17
18 3. Risk Management must review each project to determine the District's liability
19 interest.
20
21 4. Projects that include building a structure or modifying an existing structure must
22 be submitted to the Facilities Planning and Management Branch to be certain the
23 plans meet requirements of the state architect.
24
25 5. District standards for type and quality of materials used must be guaranteed.
26
27 B. Costs that result from any work that is done without approval and results in the District
28 having to repair damage, poor quality workmanship, or noncompliance to building codes
29 will be paid by the school's discretionary funds.
30
31 C. All drivers shall be notified of the presence and use of GPS devices on district owned
32 vehicles. The primary purpose of the GPS locator is to assist in dispatching and routing
33 district vehicles and responding to crisis situations more efficiently. In the event the GPS
34 locator is used as a basis for disciplinary action against a unit member, the unit member
35 and his/her representative shall be provided an opportunity to review the electronic
36 information used by the district prior to imposing discipline.
37
38 D. The provisions of this Memorandum of Understanding shall be subject to the grievance
39 procedure.
40
41 E. The District and CSEA agree to meet and review this Memorandum of Understanding
42 annually.
43
44
45
46



Improvement Plan and Strategy for Assistance

This form is to be completed when the classified performance evaluation is marked "Needs Improvement" or "Unsatisfactory" and must include a statement of the facts. Improvement plan review date must be specified during the performance review conference and plan must be completed within 90 days.

Employee Name

Job Title

School or Department

Date of Performance Review

Improvement Plan Review Date (not to exceed 90 calendar days)

Area(s) of Concern and Desired Improvement:

Guidance & Assistance To Be Provided:

Signature of Employee

Date

Signature of Administrator/Supervisor

Date

Results of Improvement Plan: Satisfactorily Completed Not Satisfactorily Completed

(Outcome must be supported by a statement of facts.)

Signature of Employee

Date

Signature of Administrator/Supervisor

Date

Distribution: Human Resource Services – Original
School or Office – Copy
Employee – Copy

Rev: 8/07

APPENDIX F**Complaint Procedure**

1
2
3
4
5 The District and the CSEA recognize the need for providing employees with a detailed complaint
6 process for complaints that fall outside the scope of negotiated employee contract grievance
7 procedures and for complaints that would not be administered under Uniform Complaint
8 Procedures (i.e., sexual harassment or discrimination). It is expected that employees and
9 supervisors will make every effort to resolve employee complaints and disagreements informally
10 before resorting to formal complaint procedures.

11
12 Employees may file a formal complaint regarding another employee, including management and
13 supervisory employees, following an informal conference with their immediate supervisor. The
14 purpose of the informal conference is to provide the supervisor an opportunity to remedy the
15 situation at the lowest possible level. If the immediate supervisor is the party against whom the
16 complaint is being made, the complaint may be filed with the supervisor's immediate manager
17 or his/her designee.

18
19 If the employee is dissatisfied with the results of the informal conference, the employee may
20 within fifteen (15) days from the conference file a written complaint with the next higher
21 supervisor. The next higher supervisor shall have ten (10) days from receipt of the complaint to
22 investigate and take appropriate action, if necessary. The next higher supervisor shall notify the
23 complainant in writing of the outcome of his/her investigation.

24
25 If still dissatisfied the employee may, within fifteen (15) days, forward his/her original complaint
26 along with a copy of the next higher supervisor's written documentation to the appropriate
27 Assistant/Deputy Superintendent or Chief Business and Financial Officer. The Assistant/Deputy
28 Superintendent or Chief Business and Financial Officer shall have ten (10) days to investigate
29 and take appropriate action, if necessary. The Assistant/Deputy Superintendent or Chief
30 Business and Financial Officer shall notify the complainant in writing of the outcome of his/her
31 investigation.

APPENDIX G

District Technology Guidelines and Procedures

All access to the Internet is routed through a “technology protection measure” designed to filter out material that is in violation of the District’s Internet policies. This filter will block most objectionable material. Users should be aware that some objectionable material may be missed by the filter and users, upon discovering the presence of such material, shall report offending sites to the Technology and Information Services Branch Help Desk at extension 8411. Review processes are in place to block sites with objectionable material and to request the removal of blocks to sites that users believe contain material that has educational benefit. Finally, an adult filter is available if the user submits a request and receives approval from the appropriate Assistant Superintendent and the Executive Director of Information Services.

Represented classified employees are responsible for following generally accepted social standards for use of a publicly owned and operated communication tool which includes various technology systems such as the Internet. Represented classified staff will maintain high standards of ethical conduct while using all District technology systems. Examples of unethical, unacceptable use of District technology equipment include the following:

- ✓ Sending, displaying, or accessing pornographic, abusive, obscene, or other objectionable language, graphics, or other media
- ✓ Unauthorized disclosure, use, and dissemination of personal information about students or employees
- ✓ “Hacking” or otherwise engaging in unlawful computer or technology oriented activities
- ✓ Using obscene language
- ✓ Harassing, insulting, or attacking others
- ✓ Intentionally damaging computers, computer systems, data, files, information or computer networks
- ✓ Violating copyright laws
- ✓ Using or distributing another’s password
- ✓ Trespassing in another’s digital folders, or files
- ✓ Intentionally wasting limited resources
- ✓ Employing the network for outside business or commercial purposes
- ✓ Sending or requesting of unethical, illegal, immoral, inappropriate, or unacceptable information of any type
- ✓ Engaging in activities that cause disruption to District technology systems
- ✓ Attempting to bypass District technology security measures
- ✓ Reposting or forwarding without the permission of the sender a message sent to you privately which is of a confidential nature or one clearly designed to be read by a limited number of selected recipients
- ✓ Posting chain letters or engaging in “spamming” – i.e., sending an annoying or otherwise unnecessary message to a large number of people

District technology is provided for represented classified staff to conduct research, to communicate with others on academic topics, and to engage in legitimate District business. Individual users of

1 the District technology are responsible for their behavior and communications while using the
2 technology. Users shall comply with District standards and will abide by the policies specified
3 herein. Violations of the District policy described may result in access privileges being suspended
4 or revoked, as well as other disciplinary action as warranted. Any commercial, political, or
5 unauthorized use of District technology systems or services, in any form, is forbidden. All
6 copyright laws must be observed.

7
8 Members of the classified bargaining unit may engage in association business on the District
9 computer networks. Such association business shall be conducted during non-duty hours which
10 are defined in Article III, Sections A and D (1) of this Agreement. Association use of District e-
11 mails shall be limited to the following: authorized Association representatives may use District e-
12 mails to provide notice of meetings, agendas for meetings, minutes of meetings, confirmation of a
13 meeting with a District representative, or a limited distribution communique between an
14 authorized Chapter officer and a District representative; the Association will not use e-mail to
15 denigrate the District or its personnel and will observe the prohibitions of Education Code, Section
16 7054. Email addresses will not be created for classified employees unless it is a requirement for
17 the employees in their classification. If requested, members of the CSEA Executive Board will be
18 given access to District email.

19
20 The Long Beach Unified School District respects the privacy of all classified users. System
21 administrators and their staff may not log on to a user's account or view a user's files without
22 explicit permission from the user. Exceptions arise when the user's account is suspected either of
23 disrupting or endangering the security or integrity of any District technology systems or services
24 or of violations of applicable school district policies, federal or state law. Even then, the system
25 administrator must normally obtain prior approval of the Executive Director of Information
26 Services or the Deputy Superintendent of Education Services unless grave danger to the continued
27 operation of the District's technology systems requires emergency action. Passwords for email
28 are not required to be given to site management. Information Technology can access an
29 individual's account if necessary. An employee may give proxy rights to their account rather than
30 share their password.

31
32 This does not preclude Technology and Information Services staff from maintaining and
33 monitoring system logs of user activity which access District technology systems. Moreover,
34 automated searches for activities that endanger system security or integrity are performed regularly
35 to protect all users. Technology and Information Services administrators may take appropriate
36 action in response to detection of such activity (typically removal of infected files and possibly
37 suspension of the user's accounts until the matter can be resolved).

38
39 Use of District technology systems may be revoked at any time for inappropriate use. The
40 Technology and Information Services Branch, in collaboration with administration, will be the
41 sole determiners of what constitutes inappropriate behavior according to local, state, and federal
42 law. The violation of any item contained in this policy may result in the loss of access to District
43 technology systems and/or other disciplinary action, as well as possible punitive action as provided
44 for by local, state, and federal law.

45

1 The security of any information system is a high priority, especially any system that has many
2 users and/or Internet access. Represented classified staff members shall not let others use his or
3 her account or password as he or she has a reasonable responsibility for all actions related to his
4 or her account. Classified staff must notify school administrators immediately if their password is
5 lost or stolen or if they think someone has access to their account. Represented classified
6 employees are to use only the network directories and resources that have been assigned for their
7 use. Unauthorized access to any other level of the system, or other system resource, is strictly
8 prohibited. Users will make no attempt to bypass the District anti-virus software, firewall, filtering
9 and safeguards. When finished with a computer, represented classified employees are expected to
10 logout where appropriate.

11
12 Represented classified employees are not allowed to install software or applications onto
13 computers, the computer network, or any District technology system without a valid purchase
14 order or other proof of District or personal ownership. Legal software and/or data stored on
15 District technology devices are subject to removal with prior notification and consent of the
16 represented classified staff member. Long Beach Unified School District shall take reasonable
17 precautions to ensure the security, integrity, or longevity of data and/or programs stored on District
18 technology systems.

19
20 Represented classified staff acknowledge that they share responsibility for any and all use of the
21 District's technology system and that misuse could lead to liability and/or consequences that
22 extend beyond the District's authority. The Long Beach Unified School District and its
23 represented classified staff members shall be held harmless from any use or misuse of District
24 technology systems by students. Long Beach Unified School District makes no warranty of any
25 kind, whether expressed or implied, for the service that it is providing. Long Beach Unified School
26 District will not be responsible for any damage users may suffer including, but not limited to, loss
27 of data or interruptions of service as a consequence of equipment failure, either on or off District
28 property. Long Beach Unified School District and its represented classified employees are not
29 responsible for the accuracy or quality of the information obtained through or stored on the system.

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APPENDIX H

Memorandum of Understanding

Regarding the
No Child Left Behind Act

November 21, 2005

The Long Beach Unified School District (District) and the California School Employees Association and its Long Beach Chapter 2 (CSEA) recognize that it is in the best interests of all parties to agree to a procedure to resolve the impacts and effects of bargaining unit paraprofessionals employed in positions funded by Federal Title I funding as a result of the No Child Left Behind Act of 2001 (Act). Accordingly, the parties agree as follows:

1. Paraprofessional positions identified in Exhibit 1 of this Memorandum of Understanding must meet the requirements of the Act.
2. All paraprofessional employees hired on or after February 1, 2003* are deemed to have met the requirements for the No Child Left Behind Act.
3. To determine individual paraprofessionals' compliance with the Act, the District will conduct a survey of all paraprofessionals hired prior to February 1, 2003.
 - a. Those employees who furnish official college transcripts which indicate that they have attained an Associate of Arts degree or higher, 48 semester or 60 quarter units of college, are declared to have met the requirements of the Act. Submission of an original Associate of Arts Degree is also acceptable.
 - b. Those employees who furnish proof of an acceptable passing score on an approved college entrance examination are declared to have met the requirements of the Act.
 - c. Those who have not attained the requirements stated above in Sections 3.a. and 3.b. are not necessarily deemed to have met the requirements of the Act.
4. Those paraprofessionals not deemed to have met the requirements of the Act shall be subject to evaluation consisting of a Structured Observational Evaluation as provided by CODESP. Both parties agree that the Structured Observational Evaluation meets the rigorous requirements of the Act. The evaluation shall be offered at no cost to the paraprofessional and shall be administered during the employee's normal workday. Paraprofessionals required to complete the evaluation outside of their normal workday shall be paid at the appropriate rate of pay. The Structured Observational Evaluation shall be conducted by the classroom teacher to which the paraprofessional provides support. This evaluation shall be

1
2 * 29 designated employees excluded from paragraph 2 of this agreement – see addendum
3 classroom instruction. This evaluation shall be separate from, and have no bearing
4 on, the employees’ District performance evaluation.
5

6 a. Those paraprofessionals whose Structured Observational Evaluations are
7 rated as either “Meets Requirements” or “Exceeds Requirements” are
8 declared to have met the requirements of the Act.
9

10 b. Those paraprofessionals whose Structured Observational Evaluations or
11 portions thereof are rated as “Does Not Meet Requirements” are not deemed
12 to have met the requirements of the Act. Paraprofessionals shall not be
13 required to re-take the portion(s) of the observational test previously taken
14 and passed as “Meets Requirements” or “Exceeds Requirements.”
15

16 Those paraprofessionals that do not rate at “Meets” or “Exceeds”
17 requirements on the first attempt shall be provided tutoring and/or remedial
18 training for meeting satisfactory observational standards. A maximum of
19 two (2) additional observations shall be performed for each “Does Not Meet
20 Standards” paraprofessional. The employee may request, after the initial
21 “Does Not Meet Standards” rating, subsequent ratings to be conducted by
22 other certificated staff deemed by the District to be “highly qualified” to
23 assess the activities performed by the paraprofessional. The District shall
24 determine and assign certificated evaluators to conduct subsequent
25 Structured Observational Evaluations. Upon attaining a “Meets” or
26 “Exceeds Standards” rating, paraprofessionals shall be declared to have met
27 the requirements of the Act.
28

29 5. If the paraprofessional is unable to satisfy the provisions outlined in Sections 1-4
30 above, the District shall provide the paraprofessional with the opportunity to take
31 the Long Beach Community College Entrance Exam in order to meet the
32 requirements of the Act. Upon passing said exam the paraprofessional shall be
33 declared to have met the requirements of the Act.
34

35 Those paraprofessionals that do not pass the exam on the first attempt shall be
36 provided the opportunity for tutoring and/or remedial training and additional
37 opportunities to take the exam. Upon passing the exam the said paraprofessionals
38 shall be declared to have met the requirements of the Act.
39

40 6. If by June 30, 2006 the paraprofessional cannot meet any of the provisions listed
41 above and does not otherwise satisfy the requirements of the Act the District shall
42 transfer the paraprofessional to a vacant non-Title I funded position.
43

44 a. If there are no vacant non-Title I funded positions available, affected
45 employees shall be subject to layoff for lack of work and may exercise their
46 bumping rights into a former classification in which they previously held

1 status, in accordance with Education Code provisions relative to the layoff
 2 process.

- 3
- 4 b. Affected employees who do not have bumping rights or choose not to
 5 exercise them shall be subject to layoff for lack of work and placed on the
 6 Thirty-Nine (39) Month Reemployment List. Employees who within
 7 thirty-nine (39) months of the effective date of layoff meet the requirements
 8 of the Act and provide proof of such to the District shall be entitled to
 9 employment in a vacant paraprofessional position. Order of return shall be
 10 consistent with the Education Code provisions relative to the layoff and
 11 reemployment process.
- 12
- 13 7. A letter of certification shall be issued to each LBUSD paraprofessional
 14 once they have provided proof of or demonstrated meeting the requirements
 15 of the Act.
- 16
- 17 8. Any dispute that arises in the administration of this MOU shall be subject
 18 to the express terms of the collective bargaining Agreement Grievance
 19 Procedure, Article XII.
 20
 21

EXHIBIT 1

Classifications required to meet the requirements of the No Child Left Behind Act

- 22
- 23
- 24
- 25
- 26
- 27 1. Choral Accompanist (0122)
- 28 2. Dance Accompanist (5039)
- 29 3. Instructional Aide - Intensive Reading Clinic (5141)
- 30 4. Instructional Aide (0436)
- 31 5. Instructional Aide BL French (0495)
- 32 6. Instructional Aide BL Japanese (0496)
- 33 7. Instructional Aide BL Khmer (0440)
- 34 8. Instructional Aide BL Lao (0494)
- 35 9. Instructional Aide BL Samoan (0493)
- 36 10. Instructional Aide BL Spanish (0442)
- 37 11. Instructional Aide BL Tagalog (0444)
- 38 12. Instructional Aide BL Vietnamese (0492)
- 39 13. Instructional Aide-Alternative Schools (0221)
- 40 14. Instructional Aide-Alternative Schools BL Khmer (0438)
- 41 15. Instructional Aide-Alternative Schools BL Spanish (0439)
- 42 16. Instructional Aide-Deaf/Hard of Hearing (3271)
- 43 17. Instructional Aide-Foreign Language Laboratory (0446)
- 44 18. Instructional Aide Interpreter-Deaf/Hard of Hearing (3272)
- 45 19. Instructional Aide-Instrumental Music (0447)

- 1 20. Instructional Aide-Mobile Classroom (0601)
- 2 21. Instructional Aide-Special (0448) Instructional Aide-Special BL Khmer (0449)
- 3 22. Instructional Aide Special BL Spanish (0450)
- 4 23. Instructional Aide-Speech & Language Communication (3293)
- 5 24. Instructional Aide-Speech & Language Communication BL (3294)
- 6 25. Instructional Assistant-Adult School Literacy Services (0773)
- 7 26. Instructional Assistant-After School Program (0885)
- 8 27. Instructional Assistant-Ballet Folklorico BL Spanish (0244)
- 9 28. Instructional Assistant-CDC Guidance (0479)
- 10 29. Instructional Assistant-Computer Resources (0603)
- 11 30. Instructional Assistant-Computer Resources BL Spanish (0452)
- 12 31. Instructional Assistant-Cross Cultural BL Hmong (0497)
- 13 32. Instructional Assistant-Cross Cultural BL Khmer (0453)
- 14 33. Instructional Assistant-Cross Cultural BL Lao (0498)
- 15 34. Instructional Assistant-Cross Cultural BL Spanish (0455)
- 16 35. Instructional Assistant-Gang Prevention (0458)
- 17 36. Instructional Assistant-Gang Prevention (R) (0459)\]
- 18 37. Instructional Assistant-Gardening (0460)
- 19 38. Instructional Assistant-Intensive Behavioral Treatment (5035)
- 20 39. Instructional Assistant – Mathematics (5172)
- 21 40. Instructional Assistant-On Campus Program (0214)
- 22 41. Instructional Assistant-School for Adults (0766)
- 23 42. Library/Media Assistant (0465)
- 24 43. Library/Media Center Assistant (5021)
- 25 44. Stage Technician ((0379)
- 26 45. Supervising Instructional Aide-Deaf/Hard of Hearing (3284)

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APPENDIX I

Memorandum of Understanding

Health Benefits

In any year that the percentage increase for health benefits is less than the percentage net funded COLA increase, the savings will be set aside to be used to offset future health benefit cost increases.

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APPENDIX J

HUMAN RESOURCE SERVICES

1515 Hughes Way, Long Beach, California 90810
(562) 997-8204 ♦ Fax (562) 997-8298

Notification of Change of Work Hours and/ or Work Location
for Classified Employees Represented by CSEA

Change of Work Hours

Each employee shall be assigned a fixed and regularly scheduled minimum number of work hours. The daily distribution of the hours and the starting and ending times may be adjusted by the district to reflect the needs of each work location. It is understood that no adjustment shall be made for the purpose of alleviating overtime or for punitive reasons. Except in an emergency, at least 10 (ten) days prior to any adjustment that results in a schedule change, the appropriate department head/site administrator or designee will meet with the employee(s) for the purpose of providing notice and discussing reasons for the schedule change. (Article VI, Section B, pg. VI-2)

Change of Work Location

Reasons for any transfer that is not voluntary shall be discussed with the employee by the appropriate division head at least (10) working days prior to the transfer, except in the case of extenuating circumstances. Transfer shall not be made for punitive reasons. The employee will receive a written notice of involuntary transfer, which shall specify the needs of the District which require the transfer. (Article IX, Section A, pg. IX-1)

Employee Name: _____ Title: _____
Current Work Location: _____ New Work Location: _____
Current Work Hours/Days: _____ New Work Hours/Days: _____
Reason for Change: _____
Effective Date: _____

Please complete the section below:

- I was informed of my change of work hours / location on: _____ (initials _____)
I understand that my new work hours / location become effective on: _____ (initials _____)
I choose to waive my ten (10) days and request that my effective date be changed to _____ rather than the previous date of _____. I am requesting _____ days instead of the contractual (10) days.

Employee Signature: _____ Date: _____

Site Administrator/Designee: _____ Date: _____

Mailed on _____ (Applicable to recess periods or extended absences)

cc: Site File
Employee

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