

**Tentative Agreement
between
Long Beach Unified School District
and
California School Employees Association
and its Long Beach Chapter #2 Unit A
April 11, 2017**

The Long Beach Unified School District (District) and the California School Employees Association and its Long Beach Chapter #2 Unit A (CSEA) have completed negotiations for the 2016-2017 school year and agree to maintain the provisions of the current classified bargaining agreements for 2016-2017 except as follows:

Article V: Compensation

APPENDIX B Salaries and Allowances

Salary—2016-2017

2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2016. An additional one time off schedule payment of 1% based on the unit members' earnings for the 2016-2017 fiscal year.

A. PAY AND ALLOWANCES.

- 12. Catalina Island Employees.** In QW 04 of each year, Catalina Island employees shall receive a travel expense allowance. For 2015-2016, the allowance is \$996, plus any negotiated percentage increase. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of Unit members. **Employees who work and reside on Catalina Island shall receive a Branch Assignment Premium as provided in the salary schedule (CCR 571 (a)).**

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

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

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

B. HEALTH AND WELFARE BENEFITS.

NOTE: Tentative Agreement reached regarding Health Benefits and ratified by CSEA on 3/16/17 with the exception of the Blue Shield HMO prescription plan is being transitioned to a four (4) tier system.

- a. **HMO Health Plan.** Unlimited lifetime maximum.
\$250/Individual, \$500/Family per year out-of-pocket limit
- (1) Physician Visit: \$10 co-pay effective 7/1/2017
 - (2) Emergency Room: \$100 co-pay, effective 3/1/2013. The fee is waived if the person is admitted to the hospital.
 - (3) Chiropractic Care (up to thirty [30] days per year): \$5 co-pay
 - (4) Out-patient Mental Health: (fifty [50] visits per year): \$5 co-pay

Prescription Plan. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 formulary name brand; \$35 non-formulary. Mail order co-pay for a ninety (90) day prescription; \$5 generic; \$10 name brand formulary; \$35 non-formulary. **Effective 1/1/2018, the Blue Shield HMO prescription plan is being transitioned to a four (4) tier system by the provider**

1. **Tier 1: \$5 Low Cost Medications: Includes some generics and inexpensive name brands.**
2. **Tier 2: \$10 Medium Cost Medications: Includes generics and name brand drugs.**
3. **Tier 3: \$35 High Cost Medications: Includes high cost name brand drugs**
4. **Tier 4: \$35 Highest Cost Medications: Includes primarily specialty drugs**

10. **Benefits of Retiring Employees.** Effective upon ratification of this Agreement, employees **(including reinstated employees and employees returning from a valid reemployment list)** with fifteen (15) or more years of **benefitted** service in the Long Beach Unified School District when they retire at age fifty-five (55) or older shall be eligible to have District payment of insurance premiums for health and hospital insurance for themselves and their dependents. This premium payment will end when the retiree reaches age sixty-five (65). Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments.

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

Employees who retire from the District may remain in a District health and/or dental plan by paying personally the insurance premiums. There is no limit on age.

ARTICLE VIII: Leaves of Absence

- J. ~~MATERNITY PREGNANCY DISABILITY LEAVE.~~ A leave of absence for ~~maternity pregnancy disability~~ shall be granted for the period of time that the employee is physically unable to perform the duties required of her position as certified by mutual agreement of her personal physician and the District-designated physician. ~~Maternity Pregnancy disability~~ leave is charged to sick leave balances; if all paid leaves are exhausted within the period of physical disability, the remaining time that the employee continues on ~~maternity pregnancy disability~~ leave shall be in a leave without pay status. ~~Additional leave without pay may be granted prior to or following the period of physical disability.~~

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

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

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

- K. ~~ADOPTION OF A CHILD PARENTAL LEAVE.~~

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

- ~~1. Adoption leave is charged to sick leave balances; if current, accumulated, and statutory sick leave benefits are exhausted in the course of this leave, the remaining time that the employee continues on leave shall be in a leave without pay status.~~
- ~~2. The Maximum Length. The maximum length of an adoption leave shall be six (6) weeks in length. Except for extenuating circumstances, the six (6) weeks in length shall be consecutive. Adoption Leave shall be granted for the purpose of adopting a child under the age of eighteen (18). Employees may utilize the balance of their adoption leave upon placement of the child into the unit~~

~~member's home. If both parents are employees of the District, the maximum combined length remains six (6) weeks.~~

~~Following exhaustion of Adoption Leave, eligible employees may utilize up to twelve weeks of leave under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) (Article VIII, P.2.e.) to the extent allowed by law.~~

~~The utilization of Adoption Leave does not preclude unit members from taking other available leave for which they are eligible under this article~~

~~3. **In advance of the adoption**, the employee shall notify the appropriate manager of the anticipated beginning and ending dates of the absence.~~

~~4. **Following the adoption**, the employee shall provide to the appropriate manager written verification of significant dates in the adoption process.~~

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

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

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

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

L. **PERSONAL NECESSITY LEAVE.** Except as provided in Section B above, probationary and permanent employees may use up to, but not in excess of, seven (7) days 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. ~~**Paternity.**~~
5. **Illness in the immediate family of the employee.** (See Section R for definition of immediate family.)
6. **Protection of the employee's home** in the event of a catastrophe such as flood, fire, civil unrest, or earthquake.
7. **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.

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

1. **Purposes for Leaves of Absence Without Pay.** Leaves of absence without pay for the following purposes may be granted by the Board of Education upon the recommendation of the Superintendent and in accordance with procedures established by the Superintendent:
 - a. **Child Care (beyond parental leave as described in Section K)**

- b. Military Service (**except to the extent paid leave is provided by law**)
- c. Rest and Recreation
- d. Rest and Recuperation
- e. Study
- f. Government Service (including, but not limited to, Peace Corps, Vista, elective office, etc.)
- g. Work in another school district one hundred fifty (150) miles or more from Long Beach
- h. Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA)
- i. Other reasons which are deemed sufficient by the Board of Education.

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

- a. An employee who has been granted a leave for thirty (30) days or more shall complete one (1) year of service before a second leave will be granted, except as otherwise provided.
- b. Leave of absence shall not be granted for more than twelve (12) consecutive calendar months, with the following exceptions:
 - (1) Leave of absence for military service shall be granted as provided in the Education Code and the Military and Veterans Code.
 - (2) Leave of absence for government service, as defined above, shall not exceed twenty-four (24) consecutive calendar months.
- c. Leave of absence for child care may be granted immediately following ~~maternity~~ **parental leave (Section K)** for not to exceed one (1) year. The employee must notify the immediate supervisor and Human Resource Services at least thirty (30) days prior to the beginning date of the leave. In the event of adoption, a leave of absence for child care may be granted upon request as provided in this Section.
- d. Leave of absence to work in another school district is limited to:

- (1) A school district outside a radius of one hundred fifty (150) miles from the LBUSD (as measured from central district offices);
 - (2) Not more than one (1) year of leave for this purpose during a seven (7) year period.
- e. Family Medical Leave. Employees shall be granted leave under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) pursuant to Federal and State Statutes. When eligibility is due to the employee's health condition, such leaves will run concurrent with statutory leave at half pay status. When the leave is granted for other than the employee's own health condition, such leaves will be unpaid. This section does not supercede other provisions granted by this Agreement.
3. Additional Leave. An employee who has been granted a one (1) year leave of absence without pay may request one (1) additional consecutive year leave of absence for good and sufficient cause, provided that further absence does not harm or hinder the operation of the District. Return from leave under this provision shall be in accordance with Article VIII, Section P.4.
4. Return From Leave. Return from leave shall be subject to the following conditions:
 - a. An employee on leave must give notification in writing to Human Resource Services not less than thirty (30) days prior to the expiration of the leave that it is the intention of the employee to return to active service. If the leave is less than thirty (30) days, the employee must give notification in writing to Human Resource Services no later than one (1) day prior to his/her intention to return to service.
 - b. Unless the permanent employee substituting for the absent employee gains more seniority, an employee will be assigned to the same position or a position in the same classification upon return to service following a leave of absence only if:
 - (1) Absent six (6) calendar months or less.
 - (2) Absent one (1) year or less on child care leave, granted in accordance with this Agreement.
 - (3) Absent for military or other government service.
 - (4) Absent on leave for rest and recuperation.

- c. An employee returning from leave of absence who does not come within the above provisions will be assigned to a vacant position in the classification in which the employee holds status. If no such vacant position is available, the employee's name shall be placed on the reemployment list for the classification for a period of thirty-nine (39) months. He/she may return to a vacant position in a classification at the same or a lower salary level for which he/she is qualified.

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.

~~As schools convert to year-round calendars, those employees who would prefer the traditional school schedule are encouraged to submit requests to transfer to schools which have not yet converted to year-round.~~

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).**

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 ten (10) working days prior to the transfer, except in the case of extenuating circumstances. Transfers 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 VI-2)

Employee Name: _____ Title: _____

Current Work Location: _____ New Work Location: _____

Current Work Hours/Days: _____ New Work Hours/Days: _____

Reason(s) 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 ten (10) days.

Employee Signature: _____ Date: _____

Site Administrator/Designee: _____ Date: _____

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

pc: Site File
Personnel File

**Technical Changes in Unit A
LBUSD and CSEA**

ARTICLE III ASSOCIATION RIGHTS

3. Personnel Commission

~~Personnel Commission Administrator~~ to **Executive Officer, Personnel Commission and Classified Employment**

Article V COMPENSATION

A 3 Payroll Errors

~~Payroll Director~~ to **Executive Director, Fiscal Services or designee**

Article VII HOLIDAYS

C Except as described in the above paragraph, when (**unbold w**)

Article VIII LEAVES OF ABSENCE

G 4. Health Report Required at Any Time.

~~Assistant Superintendent, Human Resources Services~~ to **Deputy Superintendent, Human Resource Services**

G 6. Health Report Required at Any Time.

~~Assistant Superintendent, Human Resources Services~~ to **Deputy Superintendent, Human Resource Services**

H. REQUIRED HEALTH EXAMINATIONS.

~~Assistant Superintendent, Human Resources Services~~ to **Deputy Superintendent, Human Resource Services**

W3.d GUIDELINES FOR DONOR PARTICIPANTS

~~Director of Payroll~~ to **Executive Director, Fiscal Services or designee**

W4.e APPLICATION AND APPROVAL PROCESS FOR EXTENDED SICK LEAVE

~~Director of Payroll~~ to **Executive Director, Fiscal Services or designee**

W4.f APPLICATION AND APPROVAL PROCESS FOR EXTENDED SICK LEAVE

~~Director of Payroll~~ to **Executive Director, Fiscal Services or designee**

W4.i ~~Director of Payroll~~ to **Executive Director, Fiscal Services or designee**

Article IX TRANSFERS AND PROMOTIONS

A.4 ~~Personnel Commission Administrator~~ to **Executive Officer, Personnel Commission and Classified Employment**

Appendix C (Page C2)

6. Director of Payroll to Executive Director, Fiscal Services or designee

7. Director of Payroll to Executive Director, Fiscal Services or designee

8. Director of Payroll to Executive Director, Fiscal Services or designee

9. Director of Payroll to Executive Director, Fiscal Services or designee

Bottom of the Page... Director of Payroll to Executive Director, Fiscal Services or designee

This tentative agreement is subject to ratification through the CSEA 610 policy and approval by the Board of Education.

Valeeta Pharr
Chapter #2 President

Date

Adrienne Rambo
Unit A Vice-President

Date

Dan Ewaskey
Unit B Vice-President

Date

d'Ann Madore
Labor Relations Representative

Date

FOR THE DISTRICT:

David Zaid
Director, Employee Relations

Date

Memorandum of Understanding
Effects of Layoff
Long Beach Unified School District
and CSEA and its Long Beach Chapter #2
Units A & B

April 11, 2017

Article VI. D. of the Agreement between the California School Employees Association (CSEA) and the Long Beach Unified School District (District) and the following constitutes the full and complete agreement between the CSEA and the District regarding the effects of layoff for positions identified by action of the Board of Education for the period from **April 11, 2017** through **June 30, 2018** due to lack of work or lack of funds.

1. The District shall release all probationary, temporary, short term, limited term and substitute employees before it lays off bargaining unit members or reduces the hours of bargaining unit positions in the affected classifications.
2. Notice of Layoff. Layoff shall occur for lack of work or lack of funds. The notice of layoff shall be delivered to the unit members by personal service or sent by certified mail to affected bargaining unit members to the last address given to the District not less than sixty (60) days prior to the effective date of layoff.
 - a. The President of the CSEA chapter shall receive a copy of the layoff notice from the Personnel Commission simultaneously when it is mailed to the bargaining unit member. The notice shall contain:
 - i. The bargaining unit member's name;
 - ii. The reason for layoff and its effective date;
 - iii. The bargaining unit members' displacement ("bumping") rights, if any;
 - iv. The bargaining unit members' reemployment rights and
 - v. A statement of any eligibility for contractually provided health and welfare benefits, COBRA benefits, and/or compensations;
 - vi. A statement of displacement services offered by the District, and
 - vii. The identification of all parties copied.

Order of Layoff. The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. A bargaining unit member with the least seniority within the affected classification plus higher classifications shall be laid off first.

Seniority will be based on hours worked in classification plus higher classes without regard to hours-per-day or days-per year worked. For the purposes of computing seniority, all time during which a bargaining unit member is in paid status, excluding overtime, shall be computed as hours in paid status.

4. Bumping Rights. The term “bumping” as used in this section is used to describe when one unit member displaces another unit member from a position based upon seniority. It is understood that any unit member placement must be to a position for which they are qualified as determined by the Rules and Regulations of the Classified Service. As used in this section, "assigned time" is a product of the full time equivalency (FTE) times the assigned days in the fiscal year at the time of layoff.
- a. The District is not obligated to split any position to accommodate an employee impacted by the layoff who is working less than 1.0 FTE. To split a position means a position that before layoff had one incumbent and placement after layoff would require more than one incumbent.
 - b. Any employee who is most senior who declines a position of greater hours or increased work calendar may decline two (2) offers of placement that make the employee whole or more than whole. A third refusal results in the removal of the employee from the reemployment list.
 - c. If more than one employee in the same classification is exercising bumping rights, the more senior laid off employee may displace the least senior employee with the greatest assigned time within the affected classification.

Bumping rights shall be based on the following steps:

Placement into Current Classification

- I. A determination will be made if a vacancy exists that is equal in assigned time in the displaced unit member's current classification. If so, the unit member will be placed in that vacancy.
- II. If no equal vacant assignment is available, a determination will be made if a vacancy exists that is of greater assigned time than the displaced unit member's current classification. If so, the unit member will be placed in that vacancy.
- III. If no vacancy placement is available, the unit member will be displaced based upon seniority. Seniority is based upon hours in paid status. Placement will be made by bumping the least senior unit member in the same class who is equal in assigned time in their current classification. (See 4.c)
- IV. If no equal placement is available, then the placement will be into a position in the same class by bumping the least senior unit member who has an increased assigned time in their current classification. (See 4.c)

- V. If no equal or increased placement is available, then the unit member will be placed into a position by bumping the least senior unit member that is less than, but closest to their current position in the same class.

Placement into Former Classification

If no placement can be made in the same classification, a determination will be made if the displaced unit member can be placed in their former classification as follows:

- I. A determination will be made if the displaced unit member can be placed in a vacancy of a former classification that is equal in assigned time in their current classification. If so, the unit member will be placed in that vacancy.
- II. If no equal vacant assignment in a former classification is available, a determination will be made if the displaced unit member can be placed in a vacancy that is of greater assigned time than their current classification. If so, the unit member will be placed in that vacancy.
- III. If no vacancies are available, placement will be made in the former classification by bumping the least senior unit member in the former classification who is equal in assigned time as that of the unit member's current classification. (See 4.c)
- IV. If no equal placement is available, placement will be made in the former classification by bumping the least senior unit member that has greater assigned time than that of the unit member's current classification. (See 4.c)
- V. If no equal or increased placement is available, then the unit member will be placed by bumping the least senior unit member in a former classification that is less than, but closest to that of the unit member's current classification.

Placement into a Vacancy Where the Unit Member Has Not Worked

Placement into a vacancy where the unit member has not worked shall be deferred to the practices and procedures of the Personnel Commission.

5. Transfer Due to Elimination of a Position at a Work Site. When a transfer is necessitated by the elimination of a position at a work site, the transfer will be accomplished in accordance with Article IX A. 3. of the Collective Bargaining Agreement between CSEA and the District.
6. Equal Seniority. If two (2) or more bargaining unit members subject to layoff have equal classification seniority (hours in paid status, excluding overtime), the

determination as to who shall be laid off will be made on the basis of date of hire in the classified service, or if that is equal, then the determination shall be made by lot.

Date of hire is defined as the bargaining unit members' first probationary assignment in the classified service with no consideration for unpaid breaks of service.

7. Voluntary Demotion or Voluntary Reduction in Hours.

Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be classified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, return to a position in their former class or positions with increased assigned time as vacancies become available and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

8. Retirement In-Lieu of Layoff. Bargaining unit members who are eligible to retire under CalPERS may elect to retire in lieu of layoff. Such bargaining unit members shall be placed on the appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System (PERS) of the fact that retirement was due to layoff for lack of work or lack of funds. If the bargaining unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the PERS has properly processed the bargaining unit member's request for reinstatement from retirement (California Education Code Section 45115).

9. Re-employment Rights. Bargaining unit members who are laid off shall be entitled to all rights related to reemployment in accordance with statutes, CSEA Provisions of Agreement, Unit A and Unit B.

- a. Bargaining unit members laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.
- b. A bargaining unit member who elects a layoff in lieu of bumping shall maintain re-employment rights.

- c. Bargaining unit members on reemployment lists may apply for any vacant position as long as they meet the minimum qualification of the position.
- d. Upon reemployment with the District, all sick leave accumulated with the District, prior to the effective date of layoff and not transferred to another school district, will be credited back to the bargaining unit member's records.
- e. Refusal of an offer of reemployment at a lesser number of hours-per-day or workdays-per-year in the same classification shall not affect the standing of any bargaining unit member on a reemployment list.
- f. Reemployment shall be in the reverse order of layoff (California Education Code Section 45308).
- g. The District shall comply with the provisions of the Education Code Section 45115 when reinstating a bargaining unit member from Layoff- Service Retirement.

10. Continuation of Health and Welfare Benefits.

- a. Bargaining unit members being laid off with no offer of continued regular benefited employment in another classification will have all "health benefits" for which they have been eligible extended for a period of (90) ninety calendar days following layoff with the District providing 100% of the premium. As used in this section "health benefits" means medical benefits including mental health benefits per Article V.B.6 of the Agreement. The District will also include dental and vision coverage for (90) ninety calendar days following layoff.
- b. In accord with Article V, Section B.1 of the Agreement, for affected bargaining unit members who enroll in COBRA, the District will pay 100% of the COBRA premiums for benefits as outlined in Section 10(a). The specific benefits of health, dental and vision offered under COBRA are the same as those received prior to layoff. Eligibility for benefits is defined in Article V, Section B.I of the CSEA contract.
- c. At the end of the (90) ninety calendar days, bargaining unit members have the option to continue coverage under COBRA by personally paying 100% of the premiums.
- d. Prior to the effective date of layoff, the District will offer to meet with displaced bargaining unit members to assist them and answer questions regarding continuation of their coverage under COBRA.

11. Additional Benefits. In addition to the matters set forth above, the District agrees that the following provisions shall apply to those bargaining unit members who are served with a layoff notice.

- a. Bargaining unit members being laid off with no offer of continued regular employment, or who decline to accept such an offer in another classification, may be given priority enrollment in District employment training programs through the Long Beach School for Adults (LBSA) while on the layoff reemployment list.
- b. Bargaining unit members being laid off with no offer of continued regular employment, or who decline to accept such an offer in another classification, shall be entitled to use a maximum of twelve (12) hours of release time to seek new employment. Unit members may also utilize personal necessity leave as outlined in Article VIII. L. 7, Compelling Personal Reasons.
- c. The District shall request displacement services, and through the Personnel Commission, may offer services to all bargaining unit members being laid off. Such services shall be offered exclusively by the Personnel Commission and may consist of, but not be limited to, assistance in identifying skills and interests for other employment, test-taking skills, administering tests to determine qualification in other job classifications, resume writing and interviewing skills, and information regarding employment opportunities outside of the District.
- d. The District shall provide each bargaining unit member with a letter of employment verification and the reason for separation upon request. This request shall not prohibit the issuance of a letter of recommendation by a district administrator.
- e. The Personnel Commission will inform laid off bargaining unit members of the availability of unemployment benefits provided by the Employment Development Department (“EDD”). The determination regarding benefit eligibility lies within the jurisdiction of the EDD. The District shall not contest any claim for unemployment benefits applied for by eligible laid off bargaining unit members.
- f. Bargaining unit members must notify Personnel Commission of any job classification in which they request to be considered for employment as a limited term-substitute. If the classification is other than the classification from which the bargaining unit member was laid off, the bargaining unit member must meet the eligibility requirements of the Personnel Commission and all qualification as outlined in the job description. When assigned substitute work, preference shall be given to laid-off bargaining unit

members whenever possible.

12. The District shall not exceed its authority granted or required by the Education Code in contracting out for services.
13. The District shall not exceed its authority provided by statute, contract, and the Rules and Regulations of the Classified Service regarding the assignment of work, overtime and the use of volunteers.
 - a. The District shall not expand the use of volunteers or college aides to perform the work of bargaining unit members in classifications that have been subject to elimination of services.
 - b. While the parties agree that some work may be eliminated as a result of layoff, the District reserves the right to redistribute work within the bargaining unit. It is the District's responsibility to insure that workloads are fair and equitable. The supervisor shall meet with the affected bargaining unit members to discuss the work assignment, and the manner in which the work will be prioritized. District managers will monitor the redistribution of work and workload. This does not prohibit CSEA from addressing workload concerns with the District or District managers to insure the rights of bargaining unit members are protected.
14. This agreement is effective from **April 11, 2017** through **June 30, 2018** and subject to Board approval and ratification by the bargaining unit in accordance with CSEA 610 Policy.
15. Any reference to the Personnel Commission in this Agreement is made with the understanding that the Personnel Commission is a separate legal entity. Despite this separation, the Personnel Commission and its duties are important to the parties, and as such, the parties will continue to work with the Personnel Commission in the implementation of this agreement.

FOR THE CSEA:

Valeeta Pharr
Chapter #2 President

Date

Adrienne Rambo
Unit A Vice-President

Date

Dan Ewaskey
Unit B Vice-President

Date

d'Ann Madore
Labor Relations Representative

Date

FOR THE DISTRICT:

David Zaid
Director, Employee Relations

Date

Memorandum of Understanding
Head Start Work Year Increase
Long Beach Unified School District and CSEA and its Long Beach Chapter #2
Units A & B

In September 2016, Head Start released new regulations in which new requirements for minimum hours of service have been set forth. The regulations require that Head Start increase the number of instructional days for children. To meet this requirement the California School Employees Association (CSEA) and its Long Beach Chapter #2 and the Long Beach Unified School District (District) agree to modify the Head Start calendar for the following employees, effective July 1, 2017:

1. Head Start Instructional Aides 225 days (16 more days) August 14-June 22
2. Custodians and Truck Drivers 235 days (15 more days) August 7- June 29
3. Family Services Liaisons 235 days (Flex calendar July-June)

Salaries for these Head Start employees will include the additional days of work consistent with the daily rate for each position.

The parties agree to amend the current classified collective bargaining agreement to reflect the changes in this Memorandum of Understanding.

FOR THE CSEA:

Valeeta Pharr Chapter #2 President	Date
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Adrienne Rambo Unit A Vice-President	Date
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Dan Ewaskey Unit B Vice-President	Date
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d'Ann Madore Labor Relations Representative	Date
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FOR THE DISTRICT:

David Zaid Director, Employee Relations	Date
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