



PROVISIONS of AGREEMENT

UNIT A – Clerical and Support Services



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

**Effective through
October 31, 2012**

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

CLASSIFIED EMPLOYEES CONTRACT

UNIT A

Effective through
October 31, 2012

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

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This Agreement is entered into this second day of November 2010 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

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

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ARTICLE II

Reserved Rights of the District

- A. It is understood and agreed that all matters not specifically enumerated within the scope of representation as provided in Government Code, Section 3543.2, are reserved to the public school employer and further that the rules of the Classified Service shall continue to be under the jurisdiction of the Personnel Commission. The governing board, through the rules of the Personnel Commission, shall retain its prerogatives in all areas relating to applications, examinations, eligibility, appointments, promotions, demotions, transfers, dismissals, resignations, layoffs, reemployment, vacations, leaves of absence, compensation within classification, job analysis and specifications, service rating, public advertisement of examinations, rejection of unfit applicants without competition, and any other matters necessary to carry out the provisions and purposes of this Article; and further, the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers is the exclusive right to:
1. Determine its organization; determine the kinds and levels of services to be provided and the methods and means of providing them;
 2. Maintain the efficiency of District operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine methods of raising revenue; contract out work as specifically permitted by law;
 3. Determine the times and hours of operation; determine staffing patterns and the number and kinds of personnel required; direct the work of employees; hire, classify, assign, evaluate, promote, discipline, and terminate employees; and
 4. Establish educational policies, goals and objectives; determine the curriculum; ensure the rights and educational opportunities of students.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, by statutory rights of unit members and/or CSEA, and then only to the extent such specific and express terms are in conformance with law. Further, in setting forth the above-mentioned rights of the District, it is not the intention of the parties to detract from or diminish in any way the statutory right of CSEA to represent unit members under the Act.
- C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement for the duration of an emergency. An emergency

ARTICLE II - RESERVED RIGHTS OF THE DISTRICT (continued)

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shall be defined as those unforeseen circumstances which substantially interrupt or substantially threaten to interrupt the normal District operation and may include but are not limited to: natural disasters; national emergencies; epidemics; riots; police actions; legislative or judicial decisions, (with the exception of Article XIII, Section D., relevant to no lockout of bargaining unit employees).

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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 agrees to investigate and take action it deems 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;

ARTICLE III – ASSOCIATION RIGHTS (continued)

- 1 5. The District reserves the right to withdraw this provision after five (5) days
2 written notice to CSEA for violations of the above or misuse by CSEA
3 authorized personnel.
4
- 5 E. Annually, in December, the District agrees to provide CSEA a complete list of
6 names, classifications, and work locations for all bargaining unit employees, and
7 addresses and telephone numbers of bargaining unit employees who have released
8 this information for publication in the District directory. In addition, bimonthly,
9 the District agrees to provide updates of this information.
10
- 11 This information will be put in electronic format upon request and provided the
12 technology is available.
13
- 14 F. All requests by CSEA for necessary and relevant information shall be made to
15 Employee Relations Services. CSEA may inspect at a reasonable time any specific
16 non-confidential lawful document in the possession of the District. CSEA agrees to
17 reimburse the District for the reasonable costs of reproducing any such document
18 the Association wishes to purchase. CSEA agrees to provide the District at cost
19 with copies of Association reports necessary for the District to discharge its
20 responsibilities under this Agreement. The parties also agree to place grievances
21 that are dependent on said information in abeyance until the information is
22 provided to the requesting party.
23
- 24 G. **RELEASE TIME FOR ASSOCIATION REPRESENTATIVES**
25
- 26 1. **Meet-and-Negotiate.** The District agrees to authorize release time for no
27 more than eight (8) CSEA representatives per Unit to participate in meet-
28 and-negotiate sessions with the District, but not more than one (1)
29 representative from any given site, shop, or office, excluding the Chapter
30 President and Vice President from each Unit. Release time for these
31 meetings will not be charged to Association leave. In addition, the District
32 agrees to authorize release time for a reasonable number of designated
33 CSEA representatives to present grievances in the steps outlined in this
34 Agreement.
35
- 36 2. **Job Stewards.** CSEA agrees to provide the District with an up-to-date list
37 of authorized representatives by job classification and work location and to
38 advise Employee Relations Services in writing of any changes.
39
- 40 The CSEA representatives shall notify Employee Relations Services at least
41 twenty-four (24) hours prior to the use of authorized release time.
42 Notification must be made to an actual person in Employee Relations
43 Services rather than voice mail to assure that proper lead time may be given
44 to the affected school or office.
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ARTICLE III – ASSOCIATION RIGHTS (continued)

1 Leave, Job Stewards, and CSEA State Leave as provided for in Education
2 Code, Section 45210, to the Chapter President. The summary will include
3 name, date, hours, and the type of leave.
4

5 H. As soon as practical after ratification of this Agreement, the District shall arrange for
6 the printing of copies of this Agreement for distribution to current and future
7 bargaining unit employees. Agreements will be available on the Employee
8 Relations' web page.
9

10 I. The District agrees to provide CSEA with a copy of bulletins or memoranda
11 specifically designed to interpret implementation of the collective bargaining
12 Agreement prior to general distribution.
13

14 J. **STAFF DEVELOPMENT.** The District and the CSEA agree that continuing
15 training and staff development for classified employees are very important. They
16 further agree that continuing study and discussion need to occur relative to
17 continued expansion of staff development activities for classified employees. The
18 District is committed to providing classified staff with continuing training
19 opportunities to assist them in performing their current jobs and to prepare them for
20 promotional opportunities. The CSEA is encouraged to submit to the District in-
21 service topics/ideas which would be of value to classified employees for staff
22 development training. This provision applies to staff development and training
23 provided by the Personnel Commission
24
25

26 1. Employees will be encouraged to participate in the programs that are
27 offered by the Personnel Commission.
28

29 2. All work locations/sites shall post make available to all classified
30 employees publications and/or communications from Personnel
31 Commission regarding staff development opportunities.
32

33 3. Employees are encouraged to create a plan with their supervisor
34 to meet the employees' professional development needs.
35

36 4. Bargaining unit employees will be provided with the opportunity
37 to attend staff development training and will be released during
38 work hours to attend training.
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40 5. Employees recognize that schools and offices must be able to
41 maintain coverage and services.
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43 6. Employees may opt to attend training off work hours, on their own
44 time without compensation.
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ARTICLE IV

Organizational Security

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

B. **AGENCY FEE PROVISIONS.** Any Unit member who is not a member of the CSEA, Long Beach Chapter 2, or who does not make application for membership within thirty (30) calendar days of the effective date of this Section of the Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit following the effective date of this Section of the Agreement, shall either become a member of the CSEA or pay to the CSEA a fee in an amount equal to membership dues and general assessments. Such fee is payable to the CSEA in one (1) lump sum cash payment or the Unit member may authorize payroll deduction for such fee. In the event that a Unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the CSEA shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code, Section 45061. There shall be no charge to the CSEA for such mandatory agency fee deductions.

Each non-member who is required to pay an agency fee shall annually receive written notification from the CSEA of the amount of the deduction and procedures which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or part of the agency fee.

C. **REMITTANCE OF DUES AND AGENCY FEE.** With respect to all sums deducted by the District, whether for membership dues or agency fee, 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, categorizing them as to membership or non-membership in the CSEA, and indicating any changes in personnel from the list previously furnished.

D. **RELIGIOUS OBJECTIONS.** Any Unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association, as a condition of employment. Such Unit member shall pay, in lieu of a service fee, a sum equal to such agency fee to one of the following non-religious, non-labor organization's charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

- American Heart Association
- AbilityFirst
- Miller Children's Hospital
- Cancer Society of America
- Long Beach Education Foundation

ARTICLE IV – ORGANIZATIONAL SECURITY (continued)

1 Such payment shall be made on or before November 1 of each school year. Proof
2 of payment and a written statement of objection along with verifiable evidence of
3 membership in a religious body whose traditional tenets or teachings object to
4 joining or financially supporting employee organizations, pursuant to this Section,
5 shall be made on an annual basis to the CSEA as a condition of initial and
6 continued exemption. Proof of payment shall be in the form of receipts and/or
7 canceled checks indicating the amount paid, date of payment, and to whom
8 payment in lieu of the agency fee has been made. No in-kind services or benefits
9 may be received by the Unit member in exchange for this contribution. Such proof
10 shall be presented on or before November 1 of each school year.

11
12 E. **PROVISIONS OF INFORMATION.** The CSEA agrees to furnish in a timely
13 manner any information needed by the District to fulfill the provisions of this
14 Section.

15
16 F. **INDEMNIFICATION.** The CSEA shall indemnify, defend and hold harmless the
17 District against any administrative action before the Public Employment Relations
18 Board and/or any court action challenging the legality or constitutionality of
19 Article IV of this Agreement or its implementation.

20
21 The CSEA shall have the exclusive right to decide and determine whether any such
22 action or proceedings referenced in the above paragraph shall or shall not be
23 compromised, resisted, defended, tried, or appealed.

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ARTICLE V

Compensation

A. PAY AND ALLOWANCES.

1. **Regular Rate of Pay.** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in the Salary Schedule and Appendix B, which is by reference incorporated as a part of this Agreement. All compensation due for work accomplished within a given classification shall be at the rate established for that classification. The regular rate of pay shall include any shift differential.

2. **Frequency - Biweekly/Monthly.** All permanent and probationary employees in the bargaining unit performing regular monthly service shall be eligible to be paid once every two (2) weeks by requesting a salary advance through the Payroll Branch. In the event the District finds it necessary to modify payroll procedures in order to pay employees every two (2) weeks or to change the number of quadriweekly periods over which employees are compensated, the District shall provide the employee at least ten (10) days notice before implementation of the new payment schedule. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. In the absence of a request for a salary advance, the employee shall be paid according to the District's existing payroll system.

The CSEA agrees to work with the District to encourage employees to opt for electronic deposit of pay warrants.

3. **Payroll Errors.** Proper salary classification and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to bring this information to the attention of the District immediately. Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll revolving fund check issued after the Payroll Branch has received a written notification from the employee and has verified the error and the amount of the underpayment in a reasonable amount of time. Employees shall request in writing a special revolving fund check. For each day in excess of five (5) working days that the payroll error is not corrected, the employer shall pay a penalty of twenty percent (20%) per annum.

If the revolving fund check is not requested, the supplemental amount will be included in the next regular paycheck following verification of the error

ARTICLE V – COMPENSATION (continued)

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and shall not include any penalty.

Should the incorrect salary placement result in an overpayment, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment based upon a repayment schedule developed by the Payroll Director and the employee. The repayment period should not be longer than the period during which the employee was overpaid except that such repayment schedule shall not result in more than twenty percent (20%) of the take-home pay being withheld from any single pay warrant. In the event of any payroll error, such error shall be corrected retroactively for a period of up to three (3) years from the date the error was discovered.

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

All employees who are required by their job descriptions to utilize their personal vehicle to transport students will receive an annual stipend equivalent to the base rate insurance industry-wide average for supplemental insurance required of individuals who routinely transport persons as an essential element of their employment. Such stipend will be prorated over ten (10) quadriweekly periods. In order to receive this stipend, the employee must provide proof that payment for supplemental insurance has been made. In addition, proof of supplemental insurance must be provided annually to the District.

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

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

ARTICLE V – COMPENSATION (continued)

- 1 a. Travel on a District-approved carrier which will be billed to the
2 District;
3
- 4 b. Stay in private accommodations at a District approved commercial
5 facility at District expense.
6
- 7 7. **Compensation for an Employee Working in a Higher Classification.**
8 An employee may be required to perform duties not a part of his/her
9 classification as provided in this Section.
10
- 11 If a Unit member is assigned duties in a higher classification, not a part of
12 his/her classification, the first five (5) days (forty [40] hours or prorated
13 portion thereof for less than full-time personnel) of such assignment are
14 considered training/experience and not subject to additional compensation.
15 If assigned to such duties in excess of a total of five (5) days, the employee
16 shall have his/her salary adjusted upward for each day he/she is required to
17 work in a higher classification beyond the first five (5) days.
18
- 19 When an employee has his/her salary adjusted as a result of being assigned
20 to work in a higher classification in excess of five (5) days, the employee
21 shall receive the regular rate of pay for that higher classification at the step
22 within the range
23 that will guarantee a minimum equivalent of a two (2) range (five and one-
24 half percent [5.5%]) increase above the employee’s regular rate. In no
25 event, however, shall the higher rate be greater than Step E (the maximum
26 step) of the higher classification.
27
- 28 Exception: Employees on reemployment lists as a result of layoff, who are
29 temporarily assigned (upgraded) to their former classification, will have
30 their salary adjusted upward from the first day of work in that former
31 classification.
32
- 33 8. **Compensation During Required Training.** An employee who in order to
34 continue his/her employment is required to attend training sessions
35 authorized in advance by his/her department head/site administrator shall be
36 compensated at the appropriate rate for the day and time of the training.
37 Also, all required costs for transportation, registration, and supplies arising
38 from a mandated program shall be paid by the District. Mileage
39 reimbursement will be paid only for those miles in excess of the regular
40 daily home to work miles. No meal cost allocation is authorized outside
41 normal duty hours.
42
- 43 9. **Uniforms.** If uniforms or protective clothing are required for any Unit
44 employee, the cost of purchase, lease, rental, or replacement of such
45 clothing, equipment, identification badges, emblems, and cards shall be
46 borne by the District. A Uniform/Protective Clothing Committee consisting

ARTICLE V – COMPENSATION (continued)

1 of equal numbers of CSEA and management shall make advisory recomm-
2 endations to the appropriate budget administrator.
3

4 10. **Replacing or Repairing Employees' Property.** The District shall
5 compensate all bargaining unit employees for loss or damage to personal
6 clothing and property arising from an on-the-job accident which is formally
7 reported to Business Services on the appropriate form. Loss will be
8 determined on the basis of standard insurance depreciation tables. (Bodily
9 injury is not necessary to qualify for this benefit.) Upon proper submission
10 of the claim and approval by the Chief Business and Financial Officer, the
11 claim shall be paid according to the commercial warrant cycle for such
12 claims. As per Labor Code, Section 3208, personal property is defined as:
13 artificial members; dentures; hearing aids; eyeglasses; watches; and medical
14 braces of all types.
15

16 11. **Vandalism.** While on District business, in the event an employee's vehicle
17 is damaged as a result of vandalism, the District will reimburse the
18 employee for the insurance deductible payment in an amount not to exceed
19 five hundred dollars (\$500) per incident.
20

21 The above is contingent upon all of the following:

- 22
- 23 a. The employee secures a police report regarding the vehicular
24 vandalism within twenty-four (24) hours of the incident.
25
 - 26 b. The damaged vehicle was parked at an appropriate location while
27 the employee was required to be engaged in District business.
28
 - 29 c. The employee provides Risk Management Branch with evidence of
30 comprehensive insurance coverage showing the amount of his/her
31 deductible.
32
 - 33 d. The employee provides Risk Management Branch with evidence
34 that the repair work was actually done, showing the amount of the
35 deductible payment made by the employee.
36

37 12. **Catalina Island Employees.** In QW 04 of each year, Catalina Island
38 employees shall receive a travel expense allowance. For 2009-2010, the
39 allowance is \$921. Each year thereafter, the allowance will be adjusted by
40 the same percentage as the salaries of Unit members.
41

42 Employees working less than full time and/or those working only a portion
43 of the year shall receive a share of the travel expense allowance
44 proportionate to the time worked.
45

46 Upon employee request, the District shall provide costs not to exceed two

ARTICLE V – COMPENSATION (continued)

- 1 hundred fifty dollars (\$250) for moving possessions and an automobile to
2 Catalina Island.
3
- 4 The District shall pay employee costs of routine transportation to and from
5 in-service training meetings required by the District.
6
- 7 13. **Sick Leave and Vacation Balance Reports.** The District agrees to report
8 sick leave and vacation balances to employees on the quadriweekly salary
9 warrant stubs issued to employees.
10
- 11 14. **Tool Provisions.**
12
- 13 a. The District will provide to all Unit A employees those tools and
14 equipment determined by the District to be required for each job
15 classification/position.
16
- 17 b. The care of all tools and equipment provided by the District is the
18 responsibility of the employee. All such tools and equipment are to
19 be available for use on the job at all times. An annual tool inventory
20 will be conducted by the District and the employee shall reimburse
21 the District for any tools or equipment found to be missing. In the
22 event of theft and upon filing of the required reports and completion
23 of any necessary investigation, tools and equipment will be replaced
24 by the District.
25
- 26 15. **Promotion.** Any employee receiving a promotion shall be moved to the
27 appropriate range and step of the new classification to ensure not
28 less than a minimum equivalent of a two (2) range (five and one-half
29 percent [5.5%]) increase above the employee’s regular rate, but in no case
30 greater than the maximum in that new classification.
31
- 32
- 33 16. **Initial Step Placement.** New employees normally shall be hired at the first
34 step in the salary range for the classification. New employees with
35 exceptional or unusual qualifications may be employed at higher steps in
36 the salary range by recommendation of the Assistant Superintendent,
37 Human Resource Services.
38
- 39 17. **Steps In Salary Range.** Except as permitted by Section A.14. above, each
40 employee shall advance to the next higher step in the applicable salary
41 range as follows:
42
- 43 Step A: First day of assignment through completion of probation
44 (typically, six [6] months or one hundred thirty [130] days,
45 whichever is longer).
46

ARTICLE V – COMPENSATION (continued)

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- Step B: The day following completion of probation (which is known as the employee’s increment date) through completion of one (1) additional year of service.
- Step C: The employee’s increment date through completion of one (1) additional year of service.
- Step D: The employee’s increment date through completion of one (1) additional year of service.
- Step E: The employee’s increment date through completion of one (1) additional year of service.

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

B. HEALTH AND WELFARE BENEFITS.

1. **Employee Eligibility.** All probationary and permanent employees working fifty percent (50%) or more of a full time assignment (eighty [80] hours or more during a quadriweekly period) are eligible for health, dental, vision, and life insurance benefits. All other employees shall be eligible to purchase benefits by individually paying premium expenses through the Risk Management Branch at rates established by the District carrier.

Effective beginning January 1, 2012, eligible unit members shall contribute 5% towards their District health benefit insurance benefit costs. Employee contributions shall be deducted tenthly by the District on a pretax basis to the extent permitted by law.
 - a. All coverage is effective the first day of paid service or the first paid day upon return from an unpaid leave of absence.
 - b. Any employee in unpaid leave status for a period in excess of thirty (30) calendar days may continue health and welfare benefit coverage as provided in this Article by personally paying the premiums. The percentage of the annual premiums to be paid shall be the same as the percentage of the contract year during which the employee is in unpaid leave status. (For example, a two hundred four [204] day employee on unpaid leave for one [1] semester, i.e., one hundred two [102] days, is responsible for fifty percent [50%] of the annual benefit premiums).
2. **Health Insurance.** Employees may choose coverage for themselves and their eligible dependents or same-gender domestic partners for whom a

ARTICLE V – COMPENSATION (continued)

1 Declaration of Domestic Partnership is currently on file in the office of the
2 Secretary of State for the State of California. A choice shall be made from
3 any one of the approved plans described below during the enrollment period
4 announced by the Risk Management Branch. The District will pay no dollar
5 amount greater than the maximum premium equivalent paid to fund the
6 comprehensive plan carrier (Blue Shield). The employee must pay any
7 additional premium cost. This arrangement is consistent with federal
8 regulations concerning health maintenance organizations (HMO).

9
10 Effective beginning January 1, 2011, eliminate the names of all of the
11 health carriers except for Kaiser within the contract to provide greater
12 leverage for negotiating future contracts with vendors. A description of the
13 plan will be included in the contract, and listed as Kaiser, PPO, HMO and
14 Prescription Benefits. Delta Dental shall remain as listed in the Agreement.

15
16 a. **Kaiser Foundation Health Plan.** Unlimited lifetime maximum.
17 Continuation of existing plan without modification of benefits.

- 18 (1) Physician Visit: No Charge
19 (2) Emergency Room: No Charge
20 (3) Chiropractic Care (up to thirty [30] days per year): \$5 co-pay
21 (4) Out-patient Mental Health: (twenty [20] visits per year): No
22 Charge

23
24 Prescription Benefits: Retail co-pay \$5 per 100 day prescription.

25
26 b. **PacifiCare HMO Health Plan.** Unlimited lifetime maximum.
27 \$250/Individual, \$500/Family per year out-of-pocket limit.

- 28
29 (1) Physician Visit: \$5 co-pay
30 (2) Emergency Room: \$25 co-pay
31 (3) Chiropractic Care (up to thirty [30] days per year): \$5 co-
32 pay
33 (4) Out-patient Mental Health: (fifty [50] visits per year): \$5 co-
34 pay

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

40
41 Effective beginning January 1, 2011 or as soon as administratively
42 possible to comply with contract termination process, eliminate
43 PacifiCare HMO.

ARTICLE V – COMPENSATION (continued)

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c. **HMO.**
Unlimited lifetime maximum. \$250/Individual, \$500/Family out-of-pocket limit.

- (1) Physician Visit: \$5 co-pay
- (2) Emergency Room: \$25 co-pay
- (3) Chiropractic Care (up to twenty six [26] days per year): \$5 co-pay
- (4) Outpatient Mental Health: Co-pay schedule as follows:
visit 1-5 no co-pay; visit 6-10 \$5 co-pay; visit 11-15 \$10 co-pay; visit 16-50 \$15 co-pay, visit 51+ \$25 co-pay.

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

d. **PPO.**
Brief description of coverage: Comprehensive Major Medical.
(1) Preferred Provider - \$200/\$400 deductible; 20% co-insurance; \$500 individual/\$1,000 family per year out-of-pocket limit (in addition to deductible).

- (2) Out-of-Network Provider - \$400/\$800 deductible; 40% co-insurance, \$3,000 individual/\$6,000 family per year out-of-pocket limit (in addition to deductible).

Prescription Benefits. Retail co-pay per thirty-four (34) day prescription: \$5 generic; \$10 name brand; \$35 non-formulary. Mail order co-pay for up to one hundred (100) day prescription supply: \$5 generic/\$10 name brand/\$35 non-formulary.

Effective beginning January 1, 2011 or as soon as administratively possible to comply with contract termination process, change the pharmacy benefit provider from Walgreen’s (WHI) to Systemed RX under the Blue Shield PPO plan. The District shall not initiate a reduction in pharmacy benefits or increase pharmacy benefit cost during the 2010-11 school year.

e. **Hearing Aids.** Any active employee who is insured under any one of the District sponsored medical plans may request reimbursement for the costs of hearing aids. The maximum amount of reimbursement shall not exceed one thousand dollars (\$1,000) within any three (3) year period. The cost of hardware, fitting tests, and other tests related to the hearing aids purchased shall be included for reimbursement purposes.

ARTICLE V – COMPENSATION (continued)

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3. **Dental Insurance.** The District agrees to provide eligible employees with District payment of premium costs. Employees may choose between approved plans described below:

a. **Delta Dental Plan of California, Premier Plan.** This is a continuation of the present plan and the District shall continue to pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents. Maximum amount paid by plan per person per calendar year is two thousand dollars (\$2,000).

b. **Delta Care Dental Provider Organization, Option A.** The District shall pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents. Maximum amount paid by plan per person per calendar year is two thousand dollars (\$2,000).

c. **Delta Care (PMI) Dental Health Plan.** This is a continuation of the present plan. Coverage for both the employee and his/her eligible dependents is provided for by this plan.

Effective beginning as administratively possible, create a DPO Plus Premier dental plan by combining the two dental plans, Delta Premier and Delta DPO. The District shall not initiate a reduction in dental benefits or increase dental benefit cost during the 2010-11 school year.

4. **Life Insurance.** Employees whose regular annual salary exceed fifteen thousand dollars (\$15,000) shall be insured for the amount of the annual salary but not to exceed fifty thousand dollars (\$50,000); employees whose regular annual salary is fifteen thousand dollars (\$15,000) or less shall be insured for fifteen thousand dollars (\$15,000). The amount of the coverage shall be based upon the salary rate on the last day of actual service to the District by the employee.

5. **Vision Care Insurance.** The District agrees to provide vision care insurance for eligible employees. The Medical Eye Service plan provides one (1) comprehensive exam every twelve (12) consecutive months; two (2) pairs of lenses in any twenty-four (24) consecutive months. Employee is responsible for paying a ten dollar (\$10) deductible per calendar year. Prior enrollment in the plan is required.

6. **Mental Health Care Services.** Employees and eligible dependents shall be provided outpatient mental health care service through PacifiCare Behavioral Health except that:

ARTICLE V – COMPENSATION (continued)

- 1 a. Employees in Kaiser Foundation Health Plan who are not currently
2 receiving services through PacifiCare Behavioral Health will receive
3 mental health care through Kaiser.
4
- 5 b. Employees in PacifiCare of California who are not currently
6 receiving services through PacifiCare Behavioral Health will receive
7 mental health care through PacifiCare of California.
8
- 9 c. Employees in either Kaiser Foundation Health Plan or PacifiCare of
10 California who are currently receiving services through PacifiCare
11 Behavioral Health may, at their discretion, continue to receive
12 mental health services from their PacifiCare Behavioral Health
13 provider.
14
- 15 The District pays all premium costs.
16
- 17 Eliminate the PacifiCare Behavioral Health plan and amend the PPO plan to
18 provide outpatient mental health and substance abuse counseling consistent
19 with the requirements and services provided to HMO participant plans.
20
- 21 7. **125 Plan.** Upon securing the appropriate government approval, the District
22 will provide employees the opportunity to participate in a 125 Plan at no
23 administrative cost to the employee.
24
- 25 8. **Tax-Sheltered Annuities.** Employees may participate in the Board
26 approved tax-sheltered annuity plan of their choice through voluntary
27 payroll deduction. The District will consider any plan brought forward by
28 CSEA for approval. The District shall not be required to be the holder for
29 any group annuity plan.
30
- 31 9. **Cost Containment.** The Association agrees to participation in a District
32 cost reduction committee to meet on an as needed basis to address the
33 extensive current and projected increases in health care costs.
34 Recommendations shall be submitted for consideration by the respective
35 collective bargaining teams.
36
- 37 10. **Duration of Benefits.** Health insurance coverage shall be extended to the
38 end of the calendar month for the employee who terminates employment. If
39 an employee has served five (5) consecutive years prior to retirement, the
40 District shall pay for coverage for one (1) additional month. Employees
41 who terminate employment with the District may extend specified health
42 benefits at employee expense as provided in the Consolidated Omnibus
43 Budget Reconciliation Act (COBRA). Information should be requested
44 from the Risk Management Branch.
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ARTICLE V – COMPENSATION (continued)

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11. **Benefits of Retiring Employees.** Effective upon ratification of this Agreement, employees with fifteen (15) or more years of 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.

Apply the health benefit cost containment changes, including plan design changes, implemented for active employees to the retirees.

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.

12. **Maintenance of Benefits.** Except as provided in this comprehensive proposal, the District agrees to pay increased specified health benefits costs for the term of this Agreement.

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ARTICLE VI

Days and Hours of Employment

A. **WORKWEEK.** The workweek shall consist of not more than five (5) consecutive working days.

1. Except for Security Department, Cafeteria/Kitchen Cleaning Crew, and Year-Round Cleaning Crew personnel whose workweek may consist of Saturday and Sunday, an employee's standard workweek may be inclusive of Saturday or Sunday, but not both. When it has been determined that a position's workweek must include a Saturday or Sunday, the positions will be filled as follows:

- a. On a voluntary basis, by seniority; or
- b. If there are not volunteers, by the least senior person in the classification.

2. As an alternative to the standard workweek, offices and/or departments may establish workweeks comprised of either four (4) ten (10) hour workdays or eighty (80) hours over a period of nine (9) workdays provided such alternative workweeks meet the following criteria:

- a. Consistent with the provisions of the Education Code and the Fair Labor Standards Act.
- b. Address the issue of holidays in a manner which maintains equity with standard workweek employees.
- c. May be inclusive of Saturday or Sunday, but not both.
- d. Endorsed by at least two-thirds (2/3) of the affected employees and the office/department manager.
- e. Established as pilot projects for twelve (12) calendar months with continuation contingent upon endorsement by at least two-thirds (2/3) of the affected employees and the office/department manager.

3. An hourly differential will be paid for hours regularly assigned on Saturday and/or Sunday. This differential shall be the same as the shift differential established for persons assigned to work 12:00 midnight to 7:00 a.m. and will be adjusted by the same percentage as salary for the duration of this Agreement. For employees who are assigned a nontraditional workweek, differential pay will be paid only for work assigned during the period 5:00 p.m. to 7:00 a.m. and/or any hours assigned on Saturday and Sunday.

ARTICLE VI - DAYS AND HOURS OF EMPLOYMENT (continued)

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

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

19
20 C. **HOURS WORKED.** For the purpose of computing the number of hours worked, all
21 time during which an employee is in a paid status shall be construed as hours
22 worked.

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

29
30 1. Employees who are laid off shall be entitled to all rights related to
31 reinstatement in accordance with statute, Agreement, and the Rules and
32 Regulations of the Classified Service.

33
34 2. Employees being laid off with no offer of continued regular employment, or
35 who decline to accept such offer, in another classification shall be entitled to
36 use a maximum of twelve (12) hours of release time to seek new
37 employment.

38
39 3. Employees being laid off with no offer of continued regular benefited
40 employment in another classification will have all health benefits for which
41 they have been eligible extended for a period of ninety (90) calendar days
42 following layoff. Eligibility for benefits is defined in Article V, Section B.1
43 of the CSEA Agreement.

44
45 4. The District shall not exceed its authority granted or required by the
46 Education Code in contracting out for services.

ARTICLE VI - DAYS AND HOURS OF EMPLOYMENT (continued)

1 5. The District shall not exceed authority provided by statute, Agreement, and
2 the Rules and Regulations of the Classified Service regarding the assignment
3 of work, overtime, and the use of volunteers.

4
5 **E. ADJUSTMENT OF ASSIGNED TIME.** Any employee in the bargaining unit
6 who works at the direction of a supervisor a minimum of thirty (30) minutes or more
7 per day in excess of his or her regular part-time assignment for a period of twenty
8 (20) consecutive working days shall have his/her regular assignment adjusted upward
9 to reflect the longer hours.

10
11 **F. LUNCH PERIODS.** All employees covered by the terms of this Agreement who
12 have a workday of five (5) hours or more shall be entitled to a duty-free lunch
13 period of not less than one-half (1/2) hour which shall occur approximately at the
14 midpoint of the shift.

15
16 The lunch period should be taken away from the workstation. If an employee is
17 required to monitor a radio during his/her lunch period, the employee shall
18 be considered to be on duty and shall be compensated appropriately. This
19 qualification shall not apply to employees who are required to carry communication
20 devices for the purpose of receiving messages, which are not critical emergencies.

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

32
33 Management and supervisory personnel may designate specified rest periods when
34 the operations of the District require someone to be on duty at the employee's work
35 site. Whenever possible rest periods will be scheduled to divide work periods into
36 approximately equal parts. Rest periods are a part of the regular workday and shall
37 be compensated at the regular rate of pay for the employee.

38
39 **H. COMPENSATION – SHIFT DIFFERENTIAL.** All persons in the classified
40 service whose regularly assigned time requires them to work between the hours of
41 5:00 p.m. and 12:00 midnight shall be paid shift differential pay at the current rate
42 established in the Classified Salary Schedule for each hour or portion of an hour
43 worked; and those whose regularly assigned time requires them to work between
44 12:00 midnight and 7:00 a.m. shall be paid shift differential pay at the current rate
45 established in the Classified Salary Schedule for all hours worked. No shift
46 differential pay shall be paid to an employee whose regular shift ends at or before

ARTICLE VI - DAYS AND HOURS OF EMPLOYMENT (continued)

1 6:00 p.m. nor to an employee whose regular shift starts at or after 6:00 a.m.
2 Employees assigned to such work on a continuous basis who are nevertheless
3 ordered to temporary daytime work for periods not to exceed twenty (20) working
4 days each shall suffer no reduction in compensation by reason of the temporary
5 change. Shift differential pay shall terminate effective the first day that an
6 employee is reassigned to daytime hours.
7

8 Shift differentials will be increased by the same percentage as the salary increase
9 each year for the duration of this Agreement. The District agrees to notify the CSEA
10 president each year regarding the amounts of the shift differentials.
11

12 I. **OVERTIME.** Except as otherwise provided herein, all overtime hours as defined in
13 this Section shall be compensated at the rate of pay equal to one and one-half (1 ½)
14 times the regular rate of pay or at one and one-half (1 ½) times the rate for the
15 classification in which the work was done, whichever is higher. Overtime is defined
16 as follows:
17

18 1. **Standard Workweek.** Any time worked in excess of eight (8) hours in any
19 one (1) day or on any one (1) shift, or in excess of forty (40) hours in a
20 calendar week (except as provided for in Education Code, Section 45127).
21 An employee with an average workday of four (4) hours or more during the
22 standard workweek shall be compensated for any work required to be
23 performed on the sixth (6th) or seventh (7th) day following the commencement
24 of the standard workweek at a rate equal to one and one-half (1 ½) times the
25 regular rate of pay of the employee designated and authorized to perform the
26 work. An employee having a standard workweek of fewer than four (4)
27 hours shall, for any work required to be performed on the seventh (7th) day
28 following the commencement of the workweek, be compensated at a rate
29 equal to one and one-half (1 ½) times the regular rate of pay of the employee
30 designated and authorized to perform the work.
31

32 2. **Four/Ten (4/10) Workweek.** Any time worked in excess of the ten (10)
33 hours in any one (1) day or work performed on the fifth (5th), sixth (6th), or
34 seventh (7th) days. An employee working an average workday of five (5)
35 hours or less shall be compensated at the rate of one and one-half (1 ½) times
36 the regular rate of pay for work required on the sixth (6th) or seventh (7th) day.
37

38 3. **Nine (9) Hours Per Day, Eighty (80) Hours Per Two (2) Weeks.** Any time
39 worked in excess of nine (9) hours in any one (1) day or in excess of eighty
40 (80) hours in a two (2) week period shall be compensated at the rate of one
41 and one-half (1 ½) times the regular rate of pay of the employee designated
42 and authorized to perform the work.
43

44 4. **Holiday Work.** Employees who perform authorized work on days declared
45 to be holidays shall receive compensation at the rate of time and one-half (1
46 ½) in addition to the pay to which the employee is otherwise entitled for the
47 holiday.

ARTICLE VI - DAYS AND HOURS OF EMPLOYMENT (continued)

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5. **Approval.** Employees must receive advanced approval for any overtime to be worked. All approved overtime assignments will be placed in writing by the appropriate department head/site administrator or designee no later than the workday following the day the overtime was worked. Upon request, employees will receive a copy of the authorization for overtime.

J. **COMPENSATORY TIME OFF.** An employee who works assigned overtime shall have the option to accumulate compensatory time credit in lieu of cash payment. If the service needs of the District will not be impaired, absence for credited time may be granted by the appropriate shop/office manager. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within the twelve (12) calendar months following the month in which the overtime was worked and without impairing the service rendered by the District. Such compensatory time off shall be at the rate of time and one-half (1 ½). In accordance with the Fair Labor Standards Amendments of 1985, the employee may accrue no more than two hundred forty (240) hours compensatory time.

K. **ASSIGNMENT AND DISTRIBUTION OF OVERTIME.** Assignment of overtime shall be made in order to distribute and rotate overtime as equally as is practical among eligible, qualified employees in the bargaining unit within each work location and classification. In this context "qualified" is defined as having the training and experience for the respective classification(s) specific to the overtime assignment. Overtime shall be posted at each site or work location for those classifications with more than two (2) employees. An up-to-date account of overtime worked and charged to the employee will be posted on the first workday of each quadriweekly period. District managers/supervisors shall have the right to determine whether a need exists or whether a job must be completed and to assign employees required to meet the need. An employee may refuse overtime work, except when the District determines that an emergency exists, the manager/supervisor shall be empowered to direct the employee to work the overtime.

L. **CANCELLATION OF SCHEDULED, NON-CONTIGUOUS WORK.** If, after the employee has reported for previously scheduled work which is not contiguous with his/her regular workday, such work is canceled, the employee shall be compensated for two (2) hours of work at the appropriate rate. The District reserves the right to assign alternate tasks during this two (2) hour period.

M. **CALL-INS, CALL-BACKS.** The needs of the District and the personal wishes of the employee shall be considered when an employee is requested to work outside of his/her regular job schedule. District managers/supervisors shall have the right to determine whether an emergency exists or whether a job must be completed and to assign employees required to meet the need. An employee may refuse call-in/call-

ARTICLE VI - DAYS AND HOURS OF EMPLOYMENT (continued)

1 back work, except that when the District determines that a need exists, the
2 manager/supervisor shall be empowered to direct the employee to work the call-in
3 or call-back. The manager/supervisor shall attempt, where practical, to identify a
4 qualified employee who wishes to work the call-in or call-back before directing
5 someone to work the call-in or call-back against his/her wishes. Assignment of
6 call-in or call-back work will be distributed equally as is practical among eligible,
7 qualified employees in the bargaining unit. An up-to-date account of call-ins and
8 call-backs worked and charged to the employee will be posted on the first workday
9 of each quadriweekly period.

10
11 N. **MINIMUM CALL-IN TIME.** Any employee called in by a manager/supervisor to
12 perform unscheduled, emergency-type work as part of his/her regular classification
13 on a day when the employee is not scheduled to work shall receive a minimum of
14 three (3) hours pay at the appropriate rate of pay under this Agreement.

15
16 O. **CALL-BACK TIME.** Any employee called back by a manager/supervisor to
17 perform unscheduled, emergency-type work as part of his/her regular classification
18 after completion of his/her regular assignment shall be compensated for at least three
19 (3) hours of work at the overtime rate, irrespective of the actual time worked. Call-
20 back work is work performed at a time outside of and not contiguous with the
21 employee's regular work schedule.

22
23 P. **SUMMER AND INTERSESSION ASSIGNMENT.** Vacancies due to summer
24 vacation, intersession, or recess and other short-term summer or intersession
25 positions shall be filled by appointments made from appropriate special lists of all
26 eligible classified employees who make specific application each year by the
27 third Friday in March, unless this date falls during spring recess in which case the
28 deadline will be the second Friday in March. The District will notify the affected
29 employees of their proposed summer assignment at the earliest possible date.

30
31 1. To be considered an eligible applicant, the employee must (a) be regularly
32 employed by the LBUSD on a less than twelve (12) month basis; (b) be
33 available for assignment during the summer recess and/or intersession
34 recess(es), as specified on the application; and (c) meet the qualifications
35 established for the classification to which the appointment is to be made.

36
37 2. In the case of appointment to a classification in which the employee is
38 regularly assigned, the order of appointment shall be on the basis of seniority
39 in that classification. In the case of appointment to a classification in which
40 the employee is not regularly assigned, appointment shall be on the basis of
41 seniority in the District.

42
43 Permanent employees trained in a specific type of summer employment in
44 past years may be re-employed for identical service, regardless of their place
45 on the summer employment list.

46

ARTICLE VI - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 3. Seniority credit accrues to all hours in paid status as a probationary or
2 permanent employee whether during the school year, a holiday, recess, or
3 during any period that school is in session or closed, but does not include
4 any hours compensated solely on an overtime basis.
5
- 6 4. **Summer /Intersession Employment Eligibility List.**
7
- 8 a. No person whose last fully resolved service rating is less-than-
9 satisfactory shall be placed on the summer/intersession employment
10 eligibility list, unless the employee meets the criteria as outlined in Article
11 VI.P.4.b.
12
- 13 b. If additional summer assignments are available, employees who have
14 satisfactorily completed their Improvement Plan and Strategy for Assistance
15 shall be *eligible* for summer/intersession employment following the
16 assignments of employees whose last fully resolved service rating is
17 satisfactory. The order of appointment shall be in accordance with Article
18 VI.P.2.
19
- 20 Q. **CIVIC CENTER ACT PERMITS.** Any employee who works under provisions of
21 a Civic Center Act permit shall receive a minimum of three (3) hours pay at the
22 appropriate rate, except in cases in which the work is an extension of the employee's
23 normal workday.
24
- 25 R. **CUSTODIAL RUN BIDS.** Annually, between June 1 and August 31, the custodian
26 supervisor will convene a meeting of night custodians assigned to the site during
27 which he/she will distribute and discuss run sheets prepared for each night custodial
28 run at that site. Following discussion of the various runs, the custodian with the most
29 seniority in the district will have first choice of run assignments; the custodian with
30 second most seniority in the district will choose, and so on, until all night custodial
31 runs have been assigned.
32
- 33 If a run becomes vacant during the year or if significant changes are made to existing
34 custodial runs, rebidding will occur based on the above-described order of choice.
35
- 36 S. **WORKYEAR.** Effective July 1, 1993, employees assigned to a twelve (12) month
37 calendar will have a standard work year of two hundred sixty (260) days per fiscal
38 year. This standardized work year will be achieved by implementing, as necessary,
39 no more than two (2) equalization days which will be scheduled by the District
40 during the winter recess period. Such equalization days will have no impact on the
41 employees' annual salaries; however, necessary adjustments to quadriweekly
42 warrants will occur in QW 14. If an employee is required to work on an identified
43 equalization day(s), he/she has the option to accrue compensatory time off at the
44 "straight time" rate. Utilization of accrued compensatory time is subject to provisions
45 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	Christmas Day
Labor Day	New Year's Day
Admission Day	Dr. Martin Luther King, Jr. Day
Veterans Day	Lincoln Day
Thanksgiving Day	Washington Day
** Friday following Thanksgiving Day	Memorial Day
Christmas Eve	

*Independence Day does not apply to ten (10) month employees (traditional, year-round or flex) including 202, 204 and 217 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 YEAR-ROUND SCHOOL OR FLEX CALENDAR.** The paid legal and designated holidays for ten (10) month employees assigned to a year-round school or flex calendar shall be the same paid legal and designated holidays afforded employees assigned to a traditional school calendar.

Example:

Holidays <u>Year-Round/Flex Calendar</u>	Holidays <u>Traditional Calendar</u>
Admission Day	Admission Day
Labor Day	Labor Day
Veterans Day	Veterans Day
Thanksgiving Day	Thanksgiving Day
** Friday following Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve	Christmas Eve
Christmas Day	Christmas Day
New Year's Day	New Year's Day
Dr. M. L. King, Jr. Day	Dr. M. L. King, Jr. Day
Lincoln Day	Lincoln Day

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Washington Day
Memorial Day

Washington Day
Memorial Day

**In an effort to equalize holidays among employees who work non-traditional school year calendars, the Friday following Thanksgiving Day does not apply to year-round ten (10) month employees or flex ten (10) month employees including 202, 204, and 217 day employees whose regular assignment includes Independence Day.

Except as described in the above paragraph, when a holiday to which an employee is entitled as described occurs while the employee is off-track or on a flex-recess, the holiday shall be paid as a holiday.

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

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

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

ARTICLE VII - HOLIDAYS (continued)

1 When a holiday to which an employee is not entitled as described above occurs
2 during a work period, the employee will not work and will not be paid.
3

4 E. **DESIGNATED HOLIDAYS FOR EMPLOYEES PARTICIPATING IN**
5 **FOUR/TEN (4/10) OR NINE/EIGHTY (9/80) PILOT PROJECTS.** The number
6 of hours of a holiday for employees participating in four/ten (4/10) or nine/eighty
7 (9/80) pilot project workweeks shall be the same number of hours afforded
8 employees assigned to a standard workweek. The pilot project will specify the
9 manner in which equity will be maintained.
10

11 F. **HOLIDAY PAY.**

12 1. Eligibility. All probationary or permanent employees that are part of the
13 classified service shall be entitled to holiday pay as provided herein, provided
14 they are in a paid status during any portion of the working day immediately
15 preceding or succeeding the holiday.
16

17 2. Rate of Pay. Holiday pay shall be at the rate the employee would have
18 received had the day not been a holiday.
19

20 a. Employees who fill a less than full-time assignment will be entitled to
21 holiday pay based on the percentage of time they are assigned,
22 regardless of the manner in which they are assigned.
23

24 (1) Example 1: A fifty percent (50%) assignment = twenty (20)
25 hours per week at four (4) hours per day for each of five (5)
26 days. Employees who are assigned at four (4) hours per day
27 for each of five (5) days per fifty percent (50%) assignment =
28 twenty (20) hours per week at eight (8) hours per day for two
29 (2) days and four (4) hours for one (1) day. Employees who
30 are assigned two and one-half (2 ½) days per week also earn
31 and receive holiday pay for four (4) hours per holiday.
32

33 (2) Example 2: A fifty percent (50%) assignment = twenty (20)
34 hours per week at eight (8) hours per day for two (2) days and
35 four (4) hours for one (1) day. Employees who are assigned
36 two and one-half (2 ½) days per week also earn and receive
37 holiday pay for four (4) hours per holiday and the work site is
38 entitled to the difference between the twenty (20) assigned
39 hours and the four (4) holiday hours, or a total of sixteen (16)
40 hours for the week. It is the joint responsibility of the
41 department head/site administrator and the employee to
42 rearrange the assigned work hours in the week in which a
43 holiday falls to implement this concept.
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ARTICLE VII - HOLIDAYS (continued)

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

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

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

4. **Holidays on Weekend.** When a holiday falls on the first day of an employee's weekend, the employee shall observe the immediately preceding day as though it were a holiday. When a holiday falls on the second day of an employee's weekend, the employee shall observe the following day as though it were a holiday. The two (2) days that employees are not regularly required to work when they are assigned on a typical workweek will be considered their "weekend."

5. **Holiday on Vacation or Paid Leave.** When a holiday occurs while an employee is on vacation or a paid leave of absence, the holiday shall be paid as a holiday and not charged against any leave benefits.

6. **Paid Military Leave.** Paid military leave shall not be deemed to be paid leave of absence for purpose of this rule.

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
217-Day Employees	88.54 hours per year
204-Day Employees	83.23 hours per year
202-Day Employees	82.42 hours per year
200-Day Employees	81.60 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.

C. **CUMULATIVE SICK LEAVE USE SUBJECT TO PROOF.** All employees are to report absences to their work site prior to the beginning of their regularly

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 scheduled workday. When any illness leave is used by an employee, the employee
2 must complete a "Certificate of Absence" form. The form is to be completed and
3 signed by the employee upon return from illness leave and submitted to the
4 appropriate manager/supervisor for signature. Upon request, the employee shall
5 receive a copy of the completed "Certificate of Absence" form.
6

7 The District may require evidence of facts relevant to any illness leave for which
8 there exists the suspicion of possible abuse of such leave. Where suspicion exists,
9 the employee shall be notified of said requirement prior to utilization of leave.
10

11 **D. ABSENCES - DISTRICT-DESIGNATED PHYSICIAN.** When an employee
12 required to report to the District-designated physician as specified in this Agreement
13 is unable to secure an appointment within a reasonable period of time (e.g., the
14 physician is on vacation or extended illness leave), Section G.4. of this Article shall
15 apply.
16

17 **E. SICK LEAVE RECORDS AND INSPECTION.** Complete records for each
18 classified employee shall be maintained showing the number of days of sick leave
19 accumulated by each employee and the number of days of sick leave annually used
20 by each employee. Each employee's record will be open to his/her inspection.
21

22 **F. NO SICK LEAVE WHILE ON LEAVE OR LAYOFF.** Layoff or leave of
23 absence without pay shall not be considered an interruption of continuous service,
24 but illness leave shall not be allowed while an employee is in a non-paid status.
25

26 **G. REPORTS REQUIRED UPON RETURN AFTER ILLNESS OR ACCIDENT.**
27 Each employee absent from duty on account of illness or accident shall submit to the
28 District-designated physician a health report as follows:
29

30 1. **Absence Less Than Five (5) Months.**
31

32 a. The employee on sick leave must report his/her intention to return
33 from absence directly to the work site prior to the end of the workday
34 before return to service. The deadline for reporting such intent to
35 return from absence will be included in a written procedure that will
36 be communicated to the employee based upon the policy of the
37 specific work location/department. In incidents in which the
38 employee has not notified the work site in a timely manner and
39 reports to work when a replacement substitute has been assigned to
40 work, the employee shall be charged with appropriate (sick, vacation,
41 personal, etc.) leave for the day and the substitute shall be paid.
42

43 b. Employees returning to work after illnesses of more than four weeks
44 and those out at any time following hospitalization and accidents
45 shall be cleared by their own physician and shall submit the required
46 form to the District-designated physician for review and clearance.

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 [800] hours) of one-half (1/2) salary sick leave per fiscal year. Employees
2 assigned less than full time shall be entitled to a proportionate allowance
3 according to their percent of assignment. A permanent classified employee shall be
4 eligible to request statutory leave when all other available leaves have been
5 exhausted. These allowable leaves are full-pay; illness, vacation balance, vacation
6 accrual balance, and personal leave at half (1/2) pay. A probationary classified
7 employee shall be eligible to request statutory leave when his/her allowable illness
8 leave (Article VIII, Section A.2.) and personal leave at half (1/2) pay have been
9 exhausted. The employee shall submit a form to his/her site administrator
10 requesting statutory leave, which includes a statement from a physician stating that
11 the employee is unable to work. It is the responsibility of the employee to submit
12 the form to the District-designated physician for verification of the illness or injury,
13 and the duration of the absence after which the employee shall be eligible for
14 statutory leave as prescribed in the Education Code. No written request or
15 physician's statement is necessary for statutory leave for four (4) consecutive
16 working days or less. Before an employee's statutory leave ends, the employee
17 shall indicate his/her intentions about returning to work. If unable to return to
18 his/her regular assignment, the District will notify the employee that he/she will be
19 placed on the Thirty-Nine (39) Month Reemployment List and the District will also
20 notify him/her of the following options:

- 21
- 22 1. Apply for a leave of absence without pay to start no later than the end of the
23 statutory leave;
- 24
- 25 2. Terminate service by resignation; or
- 26
- 27 3. Request retirement, if eligible.
- 28

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

37
38 The employee shall notify the division or office head of her pregnancy and furnish a
39 doctor's statement which indicates the estimated date of confinement and certifies
40 that the employee's condition permits continued performance of all duties related to
41 her regular assignment. In the event that the employee appears to be unable to
42 continue to perform all duties related to her regular assignment at any time prior to
43 the defined period of disability, the immediate manager may request a review by the
44 District-designated physician of the period of disability.

45

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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

10
11 At least four (4) weeks prior to the estimated date of return to active employment, the
12 employee shall notify the appropriate office manager. When the employee is cleared
13 by her personal physician to return to work, she shall submit the required health form
14 to the District-designated physician for review.

15
16 **K. ADOPTION OF A CHILD.**

- 17
18 1. **Adoption leave** is charged to sick leave balances; if current, accumulated, and
19 statutory sick leave benefits are exhausted in the course of this leave, the
20 remaining time that the employee continues on leave shall be in a leave
21 without pay status.
22
23 2. **The Maximum Length.** The maximum length of an adoption leave shall be
24 six (6) weeks in length. Adoption Leave shall be granted for the purpose of
25 adopting a child under the age of (6) years except in the case of a special needs
26 child in which case age shall not be a consideration. Employees may utilize
27 the balance of their adoption leave upon placement of the child into the unit
28 member's home. If both parents are employees of the District, the maximum
29 combined length remains six (6) weeks.

30
31 Following exhaustion of Adoption Leave, eligible employees may utilize up to
32 twelve weeks of leave under the Family Medical Leave Act (FMLA) and/or
33 California Family Rights Act (CFRA) (Article VIII. P.2.e.) to the extent
34 allowed by law.

35
36 The utilization of Adoption Leave does not preclude unit members from taking
37 other available leave for which they are eligible under this article

- 38
39 3. **In advance of the adoption,** the employee shall notify the appropriate manager
40 of the anticipated beginning and ending dates of the absence.
41
42 4. **Following the adoption,** the employee shall provide to the appropriate manager
43 written verification of significant dates in the adoption process.
44

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 L. **PERSONAL NECESSITY LEAVE.** Except as provided in Section B above,
2 probationary and permanent employees may use up to, but not in excess of, seven
3 (7) days of illness leave in any fiscal year in cases of personal necessity, as follows:
4
5 1. **Death of a member of the immediate family** when additional leave is required
6 beyond that provided in this Agreement. (See Section R for definition of
7 immediate family.)
8
9 2. **Accident, involving his/her person or property** or the person or property of
10 a member of his/her immediate family. (See Section R for definition of
11 immediate family.)
12
13 3. **Appearance in court** or before any administrative tribunal as a litigant, party,
14 or witness under subpoena or any order made with jurisdiction.
15
16 4. **Paternity.**
17
18 5. **Illness in the immediate family of the employee.** (See Section R for
19 definition of immediate family.)
20
21 6. **Protection of the employee's home** in the event of a catastrophe such as
22 flood, fire, civil unrest, or earthquake.
23
24 7. **Compelling Personal Reasons.** Maximum of four (4) days per fiscal year;
25 prior approval of the absence by the appropriate manager/supervisor normally
26 required at least two (2) days prior to such leave, for business or other legal
27 activity of serious and compelling personal importance, that cannot be
28 conducted before or after the workday. The reason for this leave need not be
29 disclosed by the employee. Leave for compelling personal reasons shall not be
30 approved on days immediately before or immediately after a District
31 calendared holiday unless the manager/supervisor determines that exceptional
32 circumstances exist.

33
34 Leave shall be approved except when said leave would seriously interrupt the
35 operation of the District.
36

- 37 M. **INDUSTRIAL INJURY OR ILLNESS LEAVE.**
38
39 1. **Probationary and Permanent Employees Eligible.** The provisions of this
40 Section shall apply to employees who have either probationary or permanent
41 status in the classified service.
42
43 2. **Industrial Leave Allowance.** An employee in the classified service absent
44 from duty because of industrial injury or illness resulting from a regular
45 assignment, including authorized overtime, and qualifying under the provisions
46 of the workers' compensation insurance law, shall be allowed for each injury or

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 illness full salary from the first day of absence not to exceed four hundred eighty
2 (480) working hours. Employees assigned less than full
3 time shall be entitled to a proportionate allowance according to their percent of
4 assignment. Allowable leave under this Section shall not be cumulative from
5 year to year.
6
- 7 3. **Rate of Payment For Leave.** Payment for industrial injury or illness leave on
8 any day shall not, when added to award granted an employee under the workers'
9 compensation laws of this state, exceed the normal wages for the day. The
10 normal wages for the day shall, in the case of employees paid on an hourly
11 basis, be based on the assigned time of the employee.
12
- 13 4. **Workers' Compensation Award.** Industrial injury or illness leave will be
14 reduced by one (1) day for each day of authorized absence regardless of a
15 compensation award made under workers' compensation.
16
- 17 5. **Use of Other Leaves.** If an employee is still receiving workers' compensation
18 insurance benefits after entitlement to industrial injury or illness leave is
19 exhausted, he/she shall then be placed on regular sick leave, vacation leave,
20 accumulated compensating time off, and personal leave prior to being granted
21 statutory leave. If, when an employee goes on regular sick leave or other type of
22 leave or compensating time off, he/she is receiving workers' compensation
23 insurance benefits, he/she shall be entitled to use only so much of such other
24 leave benefits which, when added to workers' compensation insurance benefits,
25 provide for a normal full day's wage or salary.
26
- 27 If the employee is no longer receiving workers' compensation insurance benefits
28 but is still unable to return to work as determined by the District- designated
29 physician, he/she shall then be placed on regular sick leave or other available
30 leave as provided in this Section.
31
- 32 6. **Required Reports.** Before salary payments will be made to an employee
33 absent because of industrial injury or illness, the required report of such an
34 accident or illness must be on file in the Risk Management Branch.
35
- 36 7. **Leave Without Pay.** After the expiration of paid leave as provided in this
37 Section, an employee who is unable to return to work as determined by his/her
38 own physician and the District-designated physician may be granted a leave
39 without pay for one (1) year. Such leave may be extended for one (1) additional
40 year for good and sufficient cause. If there is a difference of opinion between
41 the employee's physician and the District-designated physician, the employee
42 may submit an additional medical opinion for consideration.
43
- 44 8. **Seniority Credits.** Periods of leave under this Section, either paid or unpaid,
45 shall not be considered to be a break in service of the employee. An employee
46 while on such leave shall continue to receive seniority credit.

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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9. **Return to Work.**
- a. It is the intent of the District to return employees to work from a worker’s compensation injury or illness whenever possible
 - b. Employees must submit medical clearance for return to work to their work location/site.
 - c. All return to work requests related to a worker’s compensation injury or illness will be reviewed by the immediate supervisor in conjunction with Risk Management.
 - d. Employees must be cleared by Risk Management before being allowed to return to work.
 - e. In cases where the employee is permanent and stationary, an interactive meeting will be convened between the District, (including but not limited to Risk Management, the immediate supervisor, and Human Resource Services), and the employee, and his/her legal representatives or any other representative including but not limited to a CSEA representative to discuss returning to work.
 - f. All return to work requests which specify modified duty shall be reviewed by the immediate supervisor and Risk Management to determine if work can be provided in the employee’s classification or related classifications. If modified duty is approved, the District will make the final determination of the appropriate duty.
10. **Payments While On Leave.** During all paid leaves of absence as provided in this Section, the employee shall endorse to the District benefit checks received under state workers' compensation laws. The District shall issue to the employee appropriate warrants and payments of wages and shall deduct normal retirement and all authorized contributions. If combined payments under this Section total less than the normal full salary, as in the case of statutory leave, the employee shall not be required to endorse to the District benefit checks received under workers' compensation laws.
11. **Placement on Reemployment List.** When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the classification of his/her previous assignment over all available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 requirements. If an employee's former classification has ceased to exist
2 during his/her absence, the employee shall be assigned to a vacant position
3 in a comparable classification for which he/she is qualified. An employee
4 who has been placed on such a reemployment list and who has been
5 released for return to duty and who fails to accept a position in his/her
6 classification shall be subject to dismissal.
7

8 **N. ABSENCE FOR JUDICIAL AND OFFICIAL APPEARANCES.**
9

- 10 1. **Absence Because of Appearance In Court.** A permanent or probationary
11 classified employee, other than a litigant in a case, who is necessarily absent
12 because of appearance before a grand jury, in court as a witness, except as
13 a result of employment outside the Long Beach Unified School District, or
14 before a state commission or hearing officer in response to a subpoena duly
15 served, or having received a letter directing service as a juror, shall be paid
16 full salary during the period of such absence. In any case in which a witness
17 fee or fee for jury duty is payable, such fee shall be collected by the employee
18 and remitted to the District. The employee will furnish a copy of the official
19 summary of jury duty/witness fees to the payroll clerk. No employee shall be
20 required to remit more than his/her regular rate of pay for his/her absence.
21
- 22 2. **Notification of Subpoena.** The employee shall immediately advise his/her
23 supervisor of receiving such subpoena or letter directing him/her to appear for
24 qualification for jury service and/or for jury service.
25
- 26 3. **Employee's Return To Work.** Employees who are released from
27 appearance in court as a witness or juror during any workday shall report for
28 work for the balance of the workday as directed, allowing for reasonable
29 travel time. If the employees' regular shift is other than a day shift, the
30 excused employee shall be assigned to the day shift for the duration of the
31 period of court service. The District will pay the employee's regular salary,
32 including shift differential pay, on those days verified by certification.
33
- 34 4. **Certification of Service Required.** Each date of necessary attendance in
35 court or before a grand jury as a witness or a juror shall be verified. The
36 employee shall have the court clerk or other appropriate official certify as to
37 the dates and time of attendance as a witness or to the dates paid for jury
38 service, and the dates called for service but excused without pay. This
39 certification shall be filed by the employee with the person responsible for
40 his/her time reporting, who will forward it to the Payroll Branch. In cases
41 in which a time report is due prior to conclusion of appearance in court, the
42 employee shall certify as to the days served in lieu of official certification.
43 All such employee certifications must be covered by the official certification
44 for the entire period of such service, which must be submitted to the payroll
45 clerk at the conclusion of such service.
46

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 5. **Involuntary Absence For Public Purpose.** If an employee in the regular
2 classified service is necessarily absent in response to an official order of
3 another governmental jurisdiction which has not been brought about
4 through misconduct or connivance on the part of the employee, payment
5 of salary for such necessary absence shall be made upon the submission of
6 such notification and approval by the Board of Education.

7
8 6. **Attendance At Workers' Compensation Hearings.** When an injured
9 employee of the District appeals the decision of the State Compensation
10 Insurance Fund in rejecting liability in his/her case and when, in the interest
11 of justice and of protecting all legal rights of the injured employee, it is
12 necessary or desirable for other District employees to attend the hearing of
13 the appeal, they shall attend without loss of salary, provided that
14 arrangements for their attendance shall be made by the person having charge
15 of the District's insurance and with the approval of the Board of Education.

16
17 O. **ABSENCE FOR EXAMINATION.**

18
19 1. Every employee occupying a permanent position in the classified service
20 shall be permitted to be absent from his/her duties during working hours in
21 order to take any examination given by the District for which the employee is
22 qualified, without deduction of pay or other penalty upon giving two (2) days
23 notice to his/her immediate supervisor.

24
25 Every employee taking a District promotional examination for which he/she
26 is qualified will be granted compensating time off equal to the time
27 required to take the examination, if the examination is scheduled at a time
28 other than during the employee's regular working hours.

29
30 2. Every employee required by the District to take a physical examination or an
31 examination for special certification and/or commercial licenses as a
32 condition of continued employment shall be given paid release time for such
33 examination. The District shall pay for any such required examination. If
34 the examination is scheduled at any time other than during the employee's
35 regular working hours, he/she shall be granted compensating time off equal to
36 the time it took for the examination.

37
38 P. **LEAVES OF ABSENCE WITHOUT PAY.**

39
40 1. **Purposes for Leaves of Absence Without Pay.** Leaves of absence without
41 pay for the following purposes may be granted by the Board of Education
42 upon the recommendation of the Superintendent and in accordance with
43 procedures established by the Superintendent:

44
45 a. Child Care

46

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 b. Military Service
- 2
- 3 c. Rest and Recreation
- 4
- 5 d. Rest and Recuperation
- 6
- 7 e. Study
- 8
- 9 f. Government Service (including, but not limited to, Peace Corps,
- 10 Vista, elective office, etc.)
- 11
- 12 g. Work in another school district one hundred fifty (150) miles or more
- 13 from Long Beach
- 14
- 15 h. Family Medical Leave Act (FMLA) and/or California Family Rights
- 16 Act (CFRA)
- 17
- 18 i. Other reasons which are deemed sufficient by the Board of Education.
- 19
- 20 2. **Conditions for Granting Leave.** Leave of absence without pay may be
- 21 granted upon filing an application showing reasons, which are deemed
- 22 sufficient, subject to the following conditions:
- 23
- 24 a. An employee who has been granted a leave for thirty (30) days or
- 25 more shall complete one (1) year of service before a second leave will
- 26 be granted, except as otherwise provided.
- 27
- 28 b. Leave of absence shall not be granted for more than twelve (12)
- 29 consecutive calendar months, with the following exceptions:
- 30
- 31 (1) Leave of absence for military service shall be granted as
- 32 provided in the Education Code and the Military and Veterans
- 33 Code.
- 34
- 35 (2) Leave of absence for government service, as defined above,
- 36 shall not exceed twenty-four (24) consecutive calendar
- 37 months.
- 38
- 39 c. Leave of absence for child care may be granted immediately
- 40 following maternity for not to exceed one (1) year. The employee
- 41 must notify the immediate supervisor and Human Resource Services
- 42 at least thirty (30) days prior to the beginning date of the leave.
- 43 In the event of adoption, a leave of absence for child care may be
- 44 granted upon request as provided in this Section.
- 45
- 46 d. Leave of absence to work in another school district is limited to:

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 (1) A school district outside a radius of one hundred fifty (150)
2 miles from the LBSD (as measured from central district
3 offices);
4
5 (2) Not more than one (1) year of leave for this purpose during a
6 seven (7) year period.
7
8 e. Family Medical Leave. Employees shall be granted leave under the
9 Family Medical Leave Act (FMLA) and/or California Family Rights
10 Act (CFRA) pursuant to Federal and State Statutes. When eligibility
11 is due to the employee's health condition, such leaves will run
12 concurrent with statutory leave at half pay status. When the leave is
13 granted for other than the employee's own health condition, such
14 leaves will be unpaid. This section does not supercede other
15 provisions granted by this Agreement.
16
17 3. Additional Leave. An employee who has been granted a one (1) year
18 leave of absence without pay may request one (1) additional consecutive
19 year leave of absence for good and sufficient cause, provided that
20 further absence does not harm or hinder the operation of the District.
21 Return from leave under this provision shall be in accordance with Article
22 VIII, Section P.4.
23
24 4. Return From Leave. Return from leave shall be subject to the following
25 conditions:
26
27 a. An employee on leave must give notification in writing to Human
28 Resource Services not less than thirty (30) days prior to the expiration
29 of the leave that it is the intention of the employee to return to active
30 service. If the leave is less than thirty (30) days, the employee must
31 give notification in writing to Human Resource Services no later than
32 one (1) day prior to his/her intention to return to service.
33
34 b. Unless the permanent employee substituting for the absent employee
35 gains more seniority, an employee will be assigned to the same
36 position or a position in the same classification upon return to service
37 following a leave of absence only if:
38
39 (1) Absent six (6) calendar months or less.
40
41 (2) Absent one (1) year or less on child care leave, granted in
42 accordance with this Agreement.
43
44 (3) Absent for military or other government service.
45
46 (4) Absent on leave for rest and recuperation.

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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

9
10 5. **Benefits While On Leave.** Time elapsed while on leave of absence without
11 pay shall not be counted toward seniority for promotion, compensation, sick
12 leave, or vacation privileges, except an employee absent on leave for study or
13 government service shall include such time toward qualifying for
14 advancement to the next higher step in the salary range in accordance with
15 this Agreement, and an employee absent on military leave shall be accorded
16 all the rights and privileges granted by the Education Code and the Military
17 and Veterans Code.

18
19 6. **Liability of District.** The District shall be free of any liability for the
20 payment of any compensation or damages now or hereafter provided by law
21 for the death or injury of any employee of the District when the death or
22 injury occurs while the employee is on leave of absence without pay.

23
24 7. **Cancellation of Leave.** An employee may, for cause, request cancellation
25 of any leave of absence. The Board of Education may, for cause, cancel any
26 leave of absence and the employee shall then report for duty not later than the
27 third (3rd) working day following receipt of notification of such cancellation,
28 provided that available transportation facilities will permit him/her to report
29 within that period.

30
31 8. **Employment While On Leave.** An employee, while on leave of absence,
32 may not accept other gainful employment with another employer, except
33 ordered military, other government service, or per Section P.2.d. above
34 without express prior approval of the Board of Education.

35
36 Q. **MILITARY LEAVE OF ABSENCE.**

37
38 1. **Applicability of Provision For Certificated Employees.** In addition to the
39 rights, privileges, and obligations regarding military leaves of absence which
40 by law apply to classified employees, all such rights, privileges, and
41 obligations by law made applicable to certificated employees shall likewise
42 apply to classified employees as though the words "in positions not requiring
43 certification qualifications" appeared in the law in place of the words "in
44 positions requiring certification qualifications."
45
46

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 2. **Definition of Military.** The term "military" as used in this Agreement is
2 defined as including army, navy, marine, air force, coast guard, or other
3 armed service of the United States, or as may otherwise be defined by law.
4
- 5 3. **Return From Military Service.** An employee returning from military
6 service who presents his/her discharge as evidence of such service shall be
7 returned to his/her former classification if such classification exists and shall
8 have the privilege of accepting assignment to other vacant positions in
9 comparable or lower classifications for which he/she is qualified.
10
- 11 R. **BEREAVEMENT LEAVE OF ABSENCE.** Employees of the District shall be
12 granted necessary leave of absence because of the death of any member of his/her
13 immediate family. Not more than three (3) days shall be granted if travel of less
14 than two hundred fifty (250) miles one way is required, and not more than five (5)
15 days shall be granted if travel of more than two hundred fifty (250) miles one way
16 is required.
17
- 18 Bereavement leave is non-cumulative and should generally be taken sequentially
19 and immediately following the death of a member of the immediate family. If
20 special circumstances exist where the employee cannot take the leave sequentially
21 and immediately, the employee must notify his/her supervisor immediately
22 following the death of a member of his/her immediate family. The leave must be
23 taken within a reasonable period not to exceed six months.
24
- 25 No deduction shall be made from the salary of such employee nor shall such leave
26 be deducted from leave granted by other Sections of this Agreement or provided by
27 the governing board. Member of the immediate family, as used in this Section,
28 means the mother, father, grandmother, grandfather, child or grandchild of the
29 employee or of the spouse of the employee, and the spouse, son-in-law, daughter-in-
30 law, brother, sister, brother-in-law, or sister-in-law of the employee, or any person
31 having a principal place of residence in the immediate household of the employee,
32 including registered domestic partners and their immediate family.
33
- 34 S. **IMMINENT DEATH LEAVE.** Every probationary and permanent employee shall
35 be entitled to two (2) days imminent death leave per fiscal year at full pay. Such
36 leave shall not be cumulative and shall be authorized when death of a member of the
37 immediate family is imminent. (See Section R. for definition of immediate family.)
38
- 39 T. **QUARANTINE.** Classified employees under personal quarantine by order of the
40 health officer of the city or county, whether because of their own illness or on
41 account of the illness of others, shall be paid for such period of quarantine as is
42 required in the exigencies of the case, provided that pay for such period of
43 absence, shall not be for more than two (2) weeks in any period and that no more
44 than two (2) separate periods of personal quarantine shall be paid for in any school
45 year to any one (1) employee. General periods of quarantine shall not be counted as
46 times of personal quarantine.

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 U. **PERSONAL LEAVE.** All probationary and permanent classified employees may
2 be granted a discretionary leave up to two (2) days per fiscal year (non-cumulative)
3 at half (1/2) pay for any purpose provided that a qualified substitute, if needed, is
4 available. In each instance, the employee is required to make the request in advance,
5 and the granting of the leave is subject to the approval of the employee's department
6 head.
7
- 8 V. **TRANSFER OF ACCUMULATED SICK LEAVE.** Education Code, Section
9 45202, as currently adopted is incorporated by reference into this Agreement.
10
- 11 W. **SICK LEAVE DONATION PROGRAM.** The Sick Leave Donation Program is
12 created pursuant to Education Code, Section 44043.5. The purpose of the Sick Leave
13 Donation Program is to provide assistance to bargaining unit members suffering from
14 a catastrophic physical illness or injury. This Sick Leave Donation Program provides
15 employees with an opportunity to be restored to health so they may return to work.
16 Additional information, including the forms, may be found in Appendix C of this
17 Agreement.
18
- 19 1. **Definitions:** As used herein the following definitions are agreed to in
20 reference to the Sick Leave Donation Program.
21 a. **Workday:** A work day, for the purposes of this Article, is a day
22 when designated parties to the approval process are at work for all
23 or part of the day.
24
25 b. **Donation Day:** A donation day is defined as eight (8) hours for all
26 employees.
27
28 c. **Pay:** Pay is defined as the employee's regular daily rate excluding
29 additional hours, overtime, and temporary upgrades.
30
31 d. **Extended Sick Leave:** These are additional days of sick leave which
32 have been donated by other District employees, both bargaining unit
33 members and employees who are not members of the bargaining
34 unit, from their own accrued monthly sick leave balances. These
35 days of additional leave may be used to extend the recipient's sick
36 leave and this leave may be taken on either consecutive or non-
37 consecutive dates. The extended absence of the recipient must be
38 due to the same illness or injury, conforming to the requirements for
39 use of statutory sick leave. Illness or injury which qualifies as
40 Workers' Compensation Leave is excluded from this program.
41
42 e. **Catastrophic Illness or Injury:** Catastrophic illness or injury is
43 defined as an illness or injury that has been concisely identified as
44 such by the treating physician; the medical prognosis is the
45 employee will be incapacitated for an extended period of time; and
46 the employee's absence exceeds the individual's accrued paid leave.

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

- a. A bargaining unit member is eligible for extended sick leave if;
 - (1) He/she has exhausted all of his/her accrued paid leave, which includes but is not limited to, sick leave and vacations.
 - (2) He/she is suffering from a catastrophic illness or injury that is expected to incapacitate him/her for an extended period of time.
 - (3) The incapacity suffered by the employee requires him/her to take time off from work beyond the number of days covered by the employee’s accrued paid leave and financial hardship would result for the bargaining unit member.
- b. The maximum number of days which a recipient may receive for the same illness shall be no more than the total number of duty days in the employee’s work year.
- c. Sick leave and vacation days accrued by the recipient during the time he/she is on extended sick leave shall be credited against the employee’s days of absence. These days are in addition to the maximum number of days of extended sick leave which the recipient is entitled to receive.
- d. Unit members receiving remuneration under worker’s compensation provisions shall not be eligible to draw extended sick leave.
- e. Employees who may be eligible for disability payments under the Public Employees Retirement System (PERS) shall apply for benefits at the earliest opportunity. Upon approval for receipt of PERS or STRS disability payments, the unit member’s eligibility to continue to draw extended sick leave shall cease.

3. **Guidelines for Donor Participants.**

- a. Any member of the bargaining unit who has available monthly sick leave balances may donate to an employee who is in need of extended sick leave. The required minimum donation shall be one (1) day (eight [8] hours).
- b. Employees who are not members of the bargaining unit may also donate to the employee who is in need of extended sick leave, but under the provisions of this program, these employees will not be eligible to draw such leave.

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 c. If an employee wishes to contribute more than one (1) day, he/she
2 may donate up to a total of five (5) days per year to a specific
3 employee who has been authorized for extended sick leave.
4 Employees donating more than one (1) day must have a balance of
5 twenty (20) days of accrued monthly sick leave at the time of
6 donation.
7
- 8 d. Donating employees must acknowledge in writing the donation is
9 voluntary, irrevocable, and confidential and this written
10 acknowledgement must be submitted to the Director of Payroll.
11 Leave donated within the provisions of this program shall be
12 deducted from the employee’s accrued monthly sick leave days
13 only.
14

15 4. **Application and Approval Process for Extended Sick Leave.**
16

- 17 a. In the event a bargaining unit employee suffers a catastrophic illness
18 or injury, he/she shall notify his/her immediate supervisor or the
19 payroll clerk at his/her work site as to the reason for his/her absence
20 and identify said reason as a catastrophic illness or injury. A
21 Request to Participate in Sick Leave Donation Program form shall
22 be submitted by the affected employee to his/her principal/site
23 administrator or his/her designee before paid sick leave is exhausted.
24 Medical verification of the catastrophic illness or injury shall be
25 provided by the requesting employee at the time the Request to
26 Participate in Sick Leave Donation Program form is submitted.
27

28 In the event the unit member is personally unable to request this
29 extension of sick leave, the unit member’s designee may make the
30 request on behalf of the applicant.
31

- 32 b. The principal/site administrator, or his/her designee, shall, within
33 three (3) working days of receipt of the Request to Participate in
34 Sick Leave Donation Program form and medical verification, review
35 and fax and/or electronic mail both, along with a recommendation
36 for approval/disapproval, to the appropriate Assistant/Deputy
37 Superintendent or Chief Business and Financial Officer or his/her
38 designee, who shall be responsible for the final decision to approve
39 or deny the employee’s request. Final approval or denial will be
40 made and faxed to the principal/site administrator or his/her
41 designee within three (3) working days following receipt in the
42 office of the Assistant/Deputy Superintendent, Chief Business and
43 Financial Officer, or the Superintendent.
44
- 45 c. The principal/site administrator or his/her designee shall, within
46 three (3) working days following notification of final approval,

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 circulate by means of fax and/or electronic mail the Donation of
2 Sick Leave Hours form to all schools and offices with a request to
3 employees to donate sick leave days to the employee in need. The
4 name of the employee shall be included in that request. Please omit
5 the employee's Social Security number.
6
- 7 d. In the event the principal/site administrator or his/her designee
8 receives notification the Request to Participate in Sick Leave
9 Donation Program form has been denied by the Assistant/Deputy
10 Superintendent, Chief Business and Financial Officer, or
11 Superintendent, the principal/site administrator or his/her designee
12 shall within three (3) working days notify the requesting employee or
13 his/her designee of this decision.
14
- 15 e. Upon being informed of a need for a sick leave donation and having
16 decided to make a donation, donor employees shall submit the
17 Donation of Sick Leave Hours form directly to the Director of
18 Payroll.
19
- 20 f. Upon receipt of the Donation of Sick Leave Hours forms from the
21 donor employee, the Director of Payroll shall be responsible for
22 processing these forms. This task shall include:
23
- 24 (1) Verifying that prospective donors have sufficient sick leave
25 balances to allow for the donation indicated by the
26 employee.
27
- 28 (2) Crediting the receiving employee with donated sick leave.
29 Donated sick leave will be provided in increments of no
30 more than forty (40) total work days at any one time.
31
- 32 (3) Maintaining a record of the names of donors, the number of
33 days each employee has donated, and the dates the Donation
34 of Sick Leave Hours have been received.
35
- 36 (4) Monitoring receiving employees' extended sick leave
37 balances to ensure that donated leave transferred does not
38 exceed the total number of days in the receiving employees'
39 regular work years.
40
- 41 (5) Notifying payroll clerks and employees at those work
42 sites/schools to which donors are assigned that donations
43 have occurred and that donor employee sick leave balances
44 need to be adjusted accordingly on records at the work
45 site/school.
46

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 (6) Notifying the payroll clerk at the work site/school to which
2 the receiving employee is assigned that the employee has
3 received an initial extended sick leave increment of up to
4 forty (40) days. In the event that additional increments are
5 provided, a similar notification shall be communicated to the
6 payroll clerk.
7
- 8 g. Donated sick leave days will be distributed to the recipient by the
9 Payroll Department based on donations for the employee up to one
10 year. If less, the final increment shall reflect the balance of those
11 days donated.
12
- 13 h. If the requesting recipient exhausts all paid sick leave before final
14 approval is secured and is placed on statutory leave before the sick
15 leave donation is approved, statutory leave charged to the employee
16 shall be restored upon determination of approval and days
17 previously charged to statutory leave shall be charged to the sick
18 leave donation program.
19
- 20 i. If the total number of days which are donated to a specific employee
21 is not used by that employee the balance of unused days shall be
22 transferred to a designated sick leave depository. Depository
23 records will be maintained by the Director of Payroll, and these
24 records shall be available for review by CSEA upon request. Days
25 carried over will be available to recipients whose requests are
26 approved at a later date.
27
- 28 j. Receipt of extended sick leave benefits under this program shall
29 delay the beginning of the period of eligibility for statutory leave.
30 The employee will become eligible for statutory leave after all
31 extended sick leave has been exhausted.
32
- 33 k. The maximum number of days which may be designated for an
34 employee's use at one time shall be forty (40). If the recipient needs
35 additional days or if the number of days initially donated is less than
36 forty (40) the principal/site administrator shall renew the appeal for
37 additional days immediately prior to the depletion of the original
38 donation.
39
- 40 5. **Evaluation of the Program.** This program will be reviewed and re-
41 evaluated by the Office of Employee Relations Services and California
42 School Employees Association (CSEA), Chapter 2 once a year. The parties
43 may agree to modifications in the program. Any modifications in the
44 program shall be by mutual agreement.
45
46

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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:			
		<u>12-Month</u>	<u>217-Day</u>	<u>204-Day</u>	<u>200-Day</u>
0-5	.055	14.30	11.94	11.22	11.00
6-10	.062	16.12	13.45	12.65	12.40
11-15	.070	18.20	15.19	14.28	14.00
16 and over	.081	21.06	17.58	16.52	16.20

*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.

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. 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;

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 except that a more senior employee may not "bump" a less senior employee
2 once the annual vacation schedule has been established.

3
4 a. Vacation earned by 217-day work year employees shall be due them
5 in the same manner as all other employees. They shall take vacation
6 due them during winter and/or spring student vacation periods or, with
7 the approval of the department head or his/her authorized
8 representative, they shall be paid for vacation due them as of June 30;
9 or they may take vacation at other times when it will least affect the
10 efficiency of the District as mutually agreed upon by the employee
11 and the immediate supervisor. During winter and/or spring student
12 vacation periods, 217-Day employees are entitled to utilize the leave
13 provisions detailed in this Article.

14
15 b. All employees whose regular assignments begin and terminate with
16 the opening and closing of the traditional school session or
17 whose regular assignment is one hundred eighty-two (182) workdays
18 on a year-round schedule shall be paid during winter, spring,
19 summer, or intersession recess periods for vacation due them; or
20 with the approval of the department head, requested vacation may be
21 taken on student-free days or at other times.

22
23 c. Effective the first day of any fiscal year (July 1) employees may have
24 accumulated vacation credit not to exceed the amount of vacation
25 credit earned in one and one-half (1 1/2) years of paid service. Upon
26 notification, employees shall be given the opportunity to schedule and
27 take vacation days in excess of the amount prior to July 1 subject to
28 the needs of the District. Any excess vacation days not scheduled and
29 taken by the employee shall be taken at the direction of the site
30 administrator.

31
32 d. If an employee has accumulated the maximum allowable vacation
33 credit and a serious personal or work-related situation prevents using
34 earned vacation, or the vacation is denied by the immediate
35 supervisor, or vacation is canceled by the supervisor, the employee
36 shall be permitted to request:

37
38 (1) To receive in-lieu payment for any vacation balance in excess
39 of the vacation credit earned in one and one-half (1-1/2) years
40 of paid service; or

41
42 (2) To accumulate excess vacation.

43
44 Such request will include the nature and duration of the situation and
45 will be made in writing to the Chief Business and Financial Officer by
46 May 15.

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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

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

CAUTION: PERS retirement credit is not earned on the above-described vacation payoff.

- e. A vacation once having commenced shall be terminated only by the employee's returning to work, being laid off, being terminated from employment, having verified hospitalization or reportable disease, or having a death of a member of the immediate family as defined in Article VIII, Section R.
- f. If an employee's scheduled vacation period comes due and the employee is on leave because of verified illness, injury, or bereavement, he/she may contact the appropriate manager/supervisor to arrange a rescheduling of the vacation. Such a request must be made before the original vacation is scheduled to begin. The manager/supervisor will reschedule the vacation after considering requested dates submitted by the employee and the operational needs of the work site.

4. **Pay For Vacation.**

- a. **Rate.** The rate at which vacation is paid shall be at the employee's current rate. Employees whose vacations are earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment. No vacation or part thereof shall be taken in an amount less than one-half (1/2) hour at a time.
- b. **Pay Upon Termination.** On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation, except that employees who have not completed the number of hours of employment which corresponds to six (6) months or one hundred thirty (130) days of paid service, whichever is longer, shall not be entitled to such compensation.

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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5. **Vacation Credit While in Non-Paid Status.** An employee absent on leave without pay or an employee laid off for lack of work or lack of funds shall not accumulate vacation credit during the period of absence from active service.
 6. **Vacation Credit While on Military Leave.** Every employee who is a member of the National Guard or Naval Militia, or a member of the Reserve or force in the federal military, naval or marine service, and who is granted a military leave of absence with pay, shall be granted all vacation privileges provided by the Military and Veterans Code.
 7. **Holidays During Vacation.** No deduction shall be made from the vacation credit of any employee for holidays occurring during the assigned vacation period of the employee.
- Y. **REPORTS REQUIRED.** Any classified employee absent for any of the reasons provided in this Agreement shall file with the principal, division head, or other designated officer such signed Certificate of Absence as requested. For the use of sick or statutory leave, all employees shall notify the immediate manager or the manager's designee of their intended absence prior to the beginning of the employee's workday.
- Z. **CASUAL ABSENCE.** Department heads shall have discretionary power, when the necessity demands, to grant to employees permission to be absent without loss of salary, parts of a day not exceeding one-half (1/2) day when good reason for such absence exists, provided that this power shall not be construed to confer the right to reduce the established number of working hours per month of the employee, and provided further that in no case shall the work of the department or division be materially retarded by the granting of such absence; and provided further that frequent requests from an employee for such absences, even for short 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.

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.

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

ARTICLE IX - TRANSFERS AND PROMOTIONS (continued)

1 the department head may with the approval of the Commission, transfer
2 him/her to a position in a classification of the same or lower salary level
3 which he/she has the ability to fill or for which he/she may be
4 expected to acquire the necessary ability with a reasonable program of
5 in-service training. In case of transfer to a lower level, the employee shall
6 receive the same salary he/she is receiving in his/her former classification,
7 but not to exceed the maximum of the salary of the class to which he/she is
8 transferred. The employee shall retain his/her anniversary date.
9

10 **B. PROMOTION.**

- 11
- 12 1. When there are no more than three (3) District promotional candidates in the
13 first three (3) ranks on an eligibility list, each District promotional candidate
14 will be interviewed. When there are more than three (3) District promotional
15 candidates in the first three (3) ranks on an eligibility list, the person
16 responsible for filling the position will select at least five (5) District
17 promotional candidates to be interviewed.
18
 - 19 2. District promotional candidates will be identified as such on dual certification
20 lists.
21

22 **C. GENERAL PROVISIONS**

- 23
- 24 1. When a manager is interviewing concurrently to fill more than one (1) vacant
25 position in the same classification, a single interview of a candidate shall
26 fulfill the requirements of interviewing for all such positions.
27
 - 28 2. A manager shall not be required to interview a candidate again, if that
29 manager has interviewed that candidate for another vacant position in the
30 same classification within the previous ninety (90) calendar days.
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ARTICLE X

Safety Conditions

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

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ARTICLE XI

Evaluation Procedure

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

9
10 B. **RATING OFFICERS.** Each employee is to be rated by the immediate supervisor,
11 who is defined as the person who assigns, checks, and supervises the work of the
12 employee and who is immediately responsible for the employee, or is most closely
13 acquainted with the employee's performance. If the employee has more than one
14 (1) immediate supervisor, each such supervisor shall be provided an opportunity to
15 have input in the development of the rating of the employee's work performance.
16 Input from each supervisor shall be considered proportionally to the percentage of
17 hours worked at each site by the employee.

18
19 The rating of each employee shall be reviewed by the next higher level supervisor,
20 usually the immediate supervisor of the rater. Rating officers shall not be members
21 of the bargaining unit.

22
23 C. **RATING PROCEDURES.** Performance reports shall be made on forms
24 prescribed by Human Resource Services and following procedures established by
25 Human Resource Services. The rating intervals shall be as indicated below:

- 26
27 1. Except for School Safety Officers, all employees shall serve a six (6) month
28 probationary period. Probationary employees shall be rated at the end of the
29 second, fourth, and sixth month from the date of appointment in that position.
30
31 2. School Safety Officers shall serve a one (1) year probationary period and
32 shall be rated at the end of the fourth, eighth, and twelfth month from the date
33 of appointment in that position.
34
35 3. Permanent employees shall be rated annually. The period of the annual rating
36 shall be twelve (12) months following the date the employee gains
37 permanence in his/her present position or twelve (12) months following
38 subsequent regular or revised rating reports, except when the end of the rating
39 period falls during a non-work period for a ten (10) or eleven (11) month
40 employee. Such employee shall be rated within sixty (60) days prior to the
41 last working day of the assigned work year.
42
43 4. Employees will receive a warning and counsel from the rater within ten (10)
44 days of the occurrence of less-than-satisfactory performance. If the less-than-
45 satisfactory performance occurs less than ten (10) days prior to an employee's
46 formal rating, the rater shall warn and counsel the employee prior to the

ARTICLE XI – EVALUATION PROCEDURE (continued)

- 1 formal rating. The employee may also request the name of the
2 complainant(s) for any report of less-than-satisfactory performance which
3 results in warning and counsel.
4
- 5 5. Raters shall include a statement of the facts and suggestions for improvement
6 by completing an “Improvement Plan and Strategy for Assistance” form for
7 any rating that includes a “Needs To Improve” (N) or “Unsatisfactory” (U).
8 Content of the comments including those from the “Improvement Plan and
9 Strategy for Assistance” shall not be grievable.
10
- 11 6 A revised rating may be submitted any time upon evidence of changed work
12 habits or performance on the part of the employee.
13
- 14 7. Upon satisfactory completion of the “Improvement Plan and Strategy for
15 Assistance” the employee shall be eligible for summer/intersession
16 employment following the assignments of employees whose last fully
17 resolved service rating is satisfactory if additional summer assignments are
18 available.
19
- 20 D. **EMPLOYEE’S COPY.** Whenever a rating is made, a conference shall be held to
21 review the rating and a copy of the full report shall be given by the rater to the
22 employee being rated at said meeting. In the event an employee is absent for an
23 extended period (ten [10] or more workdays) the rating may be mailed to the
24 employee provided the rating is fully satisfactory. A conference will be held when
25 the employee returns to work.
26
- 27 E. **RATING OF RECORD.** When an employee terminates employment, his/her most
28 recent rating on file shall be the rating of record, and no additional rating need be
29 made unless his/her performance has changed to unsatisfactory.
30
- 31 F. **APPEAL OF RATING CONTENT.** It is agreed that a rating consists of both the
32 letter rating (S, N, U) and the evaluator’s comments, if any. An employee may,
33 within fifteen (15) days of receipt of the rating, request a conference with the
34 reviewer of the rating to discuss the content of the rating.
35
- 36 Upon receipt of a written appeal it will be the responsibility of the recipient to
37 forward a copy to Employee Relations Services.
38
- 39 If still dissatisfied with the rating content, the employee may, within fifteen (15) days
40 from the conference with the reviewer, file with the next higher supervisor a written
41 appeal of the rating. The employee may request a conference. The next higher
42 supervisor will have ten (10) days from receipt of a written appeal to determine if the
43 rating content is accurate or inaccurate. If the next higher supervisor determines that
44 the rating content is inaccurate, he/she shall order that within ten (10) days a new
45 rating be written. The employee shall be given a copy of a new rating which shall be
46 placed in the employee's personnel file. If the appeal is denied and the employee fails

ARTICLE XI – EVALUATION PROCEDURE (continued)

1 to proceed to the next level within the timelines outlined herein, the original rating,
2 together with the written appeal, shall 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
5 content, the employee within fifteen (15) days from the conference with the reviewer
6 may file with the appropriate Assistant/Deputy Superintendent or Chief Business and
7 Financial Officer a written appeal of the rating. The employee may request a
8 conference. The Assistant/ Deputy Superintendent or Chief Business and Financial
9 Officer will have ten (10) days from the receipt of a written appeal to determine if the
10 rating content is accurate or inaccurate. If the Assistant/Deputy Superintendent or
11 Chief Business and Financial Officer determines the rating content is inaccurate,
12 he/she shall direct the immediate supervisor/manager to rewrite the rating. The
13 immediate supervisor/manager shall give a copy of the revised rating to the
14 employee and the revised rating shall be placed in the employee's personnel file. If
15 the appeal is denied, the employee shall be notified in writing, the original rating,
16 together with the written appeal, shall be placed in the employee's personnel file.
17 No rating that is being appealed shall be placed in an employee's personnel file until
18 the appeal process has been completed.
19

20 **G. APPEAL OF WRITTEN REPRIMAND.** An employee may within fifteen (15)
21 days of receipt of a written reprimand request a conference with the
22 manager/supervisor who is the reviewer of the employee's evaluation for the
23 purposes of discussing concerns the employee has regarding the content of the written
24 reprimand.
25

26 Upon receipt of a written appeal, it will be the responsibility of the recipient to
27 forward a copy to Employee Relations Services.
28

29 If still dissatisfied with the written reprimand content, the employee may, within
30 fifteen (15) days from the conference with the reviewer, file with the next higher
31 supervisor a written appeal of the written reprimand. The next higher supervisor will
32 have ten (10) days from receipt of a written appeal to determine if the content of a
33 written reprimand is accurate or inaccurate. If the next higher supervisor determines
34 that the written reprimand content is inaccurate, he/she shall order that within ten (10)
35 days a new written reprimand be written or the original written reprimand be
36 withdrawn, as applicable. The employee shall be given a copy of any new written
37 reprimand which shall be placed in the employee's personnel file. If the appeal is
38 denied, and the employee fails to proceed to the next level within the timelines
39 outlined herein, the original written reprimand, together with the written appeal, shall
40 be placed in the employee's personnel file.
41

42 If the above appeal is denied and the employee is still dissatisfied with the content of
43 the written reprimand, the employee within fifteen (15) days from the conference
44 with the reviewer may file with the appropriate Assistant/Deputy Superintendent or
45 Chief Business and Financial Officer a written appeal of the written reprimand. The
46 Assistant/Deputy Superintendent or Chief Business and Financial Officer will have

ARTICLE XI – EVALUATION PROCEDURE (continued)

1 ten (10) days from the receipt of a written appeal to determine if the content of the
2 written reprimand is accurate or inaccurate. If the Assistant/Deputy Superintendent or
3 Chief Business and Financial Officer determines the content of the written reprimand
4 is inaccurate, he/she shall direct the immediate supervisor/manager to either rewrite
5 or withdraw the written reprimand as he/she deems appropriate. The immediate
6 supervisor/manager shall give a copy of the revised written reprimand to the
7 employee and the revised written reprimand shall be placed in the employee's
8 personnel file. If the appeal is denied, the employee shall be notified in writing, and
9 the written reprimand, together with the written appeal, shall be placed in the
10 employee's personnel file.
11

12 No letter of written reprimand that is being appealed shall be placed in an employee's
13 personnel file until the appeal process has been completed.
14

15 H. **“DAYS”** as defined in this Article are workdays when both parties are on duty.
16

17 I. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to
18 review the contents of his/her personnel file. At the employee's request a
19 representative may accompany the employee in this review. Normally, such review
20 shall be permitted twice per fiscal year 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.

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

1 **D. FORMAL LEVEL.**

- 2
3 1. **Level I.** Within ten (10) days after the informal level procedures are
4 concluded, should the grievance not be resolved, the grievant shall present
5 his/her grievance in writing on the District Classified Grievance Form to the
6 immediate supervisor/manager with whom the grievance was discussed
7 informally.

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

14
15 The respondent shall communicate his/her decision to the employee in
16 writing within ten (10) days after receiving the written grievance. If CSEA
17 is the named grievant, the respondent shall communicate his/her decision to
18 the CSEA representative in writing within ten (10) days. If the immediate
19 supervisor does not respond in the prescribed time period, the grievant may
20 appeal to the next level.

21
22 Within the above time limits, either party may request a personal conference
23 to discuss the grievance. The grievant may be assisted as in the Informal
24 Level above.

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

31
32 This appeal should include a copy of the original grievance, the disposition
33 of the original grievance by the immediate supervisor, and a clear, concise
34 statement of the reasons for the appeal.

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

41
42 Both the grievant and the respondent reserve the right to have
43 representation.

- 44
45 3. **Level III (Mediation).** If the grievant is not satisfied with the decision at
46 Level II, he/she may within ten (10) days after receipt of the decision at

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

1 Level II, submit to Employee Relations Services a written request for
2 mediation of the grievance. Employee Relations Services shall within five
3 (5) days after receipt of the written request submit to the California State
4 Conciliation Service a request for the immediate services of a mediator.
5

6 The parties agree that Level III of this Grievance Procedure may be waived
7 by mutual agreement of the grievant and the District.
8

9 a. The function of the mediator shall be to assist the parties to achieve
10 a mutually satisfactory resolution of the grievance by means of the
11 mediation process.
12

13 b. If a satisfactory resolution of the grievance is achieved by means of
14 this mediation process, both parties to the grievance shall sign a
15 written statement of resolution to that effect, and thus waive the
16 right of either party to further appeal the grievance.
17

18 4. **Level IV (Binding Arbitration).** If a resolution of the grievance is not
19 achieved as a result of mediation (Level III) or if Level III has been waived,
20 and the grievant through the Association desires to contest further, the
21 grievant may request the CSEA to submit the grievance to arbitration. If the
22 CSEA proceeds to arbitration, the statement of grievance shall be filed with
23 Employee Relations Services on the appropriate Level IV form within ten
24 (10) days following the conclusion of mediation. The form shall be
25 complete and include the endorsement of the CSEA.
26

27 No grievance shall be considered by the arbitrator, which has not first been
28 processed in accordance with the above-described grievance procedures,
29 Sections C. and D.
30

31 a. **Selection of Arbitrator.** Upon the proper submission of a Level IV
32 grievance form, the CSEA staff and Employee Relations Services
33 staff shall, within ten (10) days after receipt of the request to arbitrate,
34 attempt to agree upon the selection of an arbitrator. If no agreement
35 on an arbitrator is reached, either the CSEA or the District may
36 request the State Mediation and Conciliation Service to provide a list
37 of seven (7) arbitrators experienced in hearing grievances in public
38 schools. Such request shall be made within twenty (20) days after
39 receipt of the Level IV grievance form. The CSEA staff and
40 Employee Relations Services staff shall select an arbitrator by
41 alternately striking names. The order of striking shall be determined
42 by flipping a coin.
43

44 b. **Jurisdiction.**

45 (1) The arbitrator shall have no authority to hear evidence and/or
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ARTICLE XII – GRIEVANCE PROCEDURE (continued)

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rule on any Sections of this Agreement which were not present in the original grievance, Formal Level I.

- (2) The parties shall attempt to agree upon a statement of the issue(s) to be submitted to arbitration. If the parties cannot agree, the arbitrator shall determine the issue by referring to the written grievance documents.
- (3) After a hearing and after both parties have had an opportunity to present written arguments, the arbitrator shall submit a decision within thirty (30) days.
- (4) The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. Subject to the limitations specified in Article V, Section B., it is agreed that the remedy of the arbitrator may include such financial reimbursement as may be necessary to make the grievant whole for any monetary loss resulting from a violation, misapplication or misinterpretation of the specific provision(s) of this Agreement.
- (5) The decision of the arbitrator shall be submitted to the CSEA Labor Relations Representative and the Director of Employee Relations Services, and shall be binding upon the parties.

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

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

d. **Cost of Arbitration.**

- (1) All cost of the services of the arbitrator including, but not limited to, per diem expenses, travel and travel time, and the

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

1 cost of any hearing room which is not the property of the
2 school district shall be borne equally by the parties.

3
4 (2) Either party may request that the hearing be recorded. The
5 costs of a certified court reporter shall be paid by the party
6 requesting the reporter and only the party paying for the
7 reporter shall receive a transcript of the hearing. Alternately,
8 both parties may mutually agree to share equally the costs of
9 the reporter in which case both parties shall receive a copy of
10 the transcript.

11
12 (3) The grievant and the required employee witnesses will be
13 granted release time as necessary to participate in any hearing
14 required by the arbitration process. The release of employee
15 witnesses will be scheduled to minimize disruption of work
16 schedules.

17
18 (4) Each party shall bear the expense of the preparation and
19 presentation of its own case.

20
21 E. **GENERAL PROVISIONS.** When a grievant requests assistance of a bargaining
22 unit employee, the employee shall be released without loss of pay to attend
23 conferences and hearings with District personnel. Other costs shall be paid by the
24 incurring party.

25
26 All requests by CSEA for necessary and relevant information shall be made to
27 Employee Relations Services in writing. CSEA may inspect at a reasonable time any
28 specific non-confidential lawful document in the possession of the District. CSEA
29 agrees to reimburse the District for the reasonable costs of reproducing any such
30 document the Association wishes to purchase. CSEA agrees to provide the District at
31 cost with copies of Association reports necessary for the District to discharge its
32 responsibilities under this Agreement. The parties also agree to place grievances that
33 are dependent on said information in abeyance until the information is provided to
34 the requesting party. (Article III, F)

35
36 The grievant, CSEA on behalf of the grievant, and/or the District may request
37 extension of time limits set forth herein. Time limits may be extended by mutual
38 agreement of the parties. Failure of the grievant to request an extension or to meet
39 time limits shall render the grievance null and void.

40
41 A grievant, where appropriate, may submit to Employee Relations Services a request
42 that a grievance level be by-passed. Bypassing a level without prior agreement will
43 render the grievance null and void.

44
45 If a grievant chooses to process a grievance without the intervention of CSEA, the
46 District shall not agree to a resolution of the grievance until CSEA has received a

ARTICLE XII – GRIEVANCE PROCEDURE (continued)

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copy of the grievance and the proposed resolution and has been given ten (10) days to file a response thereto. Binding arbitration requires the endorsement of CSEA.

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

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

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ARTICLE XIII

Concerted Activities

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

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ARTICLE XIV

Progressive Discipline and Discipline Procedures

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

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

B. **GOAL OF PROGRESSIVE DISCIPLINE.** Generally, discipline will follow a progressive approach, which attempts to correct, resolve or remove the employee’s less than satisfactory performance at the lowest most effective level. The District and CSEA recognize that there are some situations where progressive discipline is not appropriate. When permitted by the nature of the offense, the steps delineated below will be followed.

C. **PROGRESSIVE DISCIPLINE INTERVENTIONS.**

1. **Verbal Counseling/Warning**

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

2. **Written Warning**

Written warnings shall be given within ten (10) working days of the rater’s knowledge of the alleged infraction and shall include the steps for improvement. The employee shall be provided a copy of such documentation. Written warnings shall not be placed in the employee’s personnel file except as an attachment to a written reprimand as documentation of progressive discipline.

3. **Written Reprimand**

A letter of reprimand shall be given within ten (10) working days of the rater’s knowledge of the occurrence of the alleged infraction. Letters of reprimand shall include the specific cause for the action and the policies, rules and regulations alleged to have been violated. Letters of reprimand shall include a plan for improvement and consequences for continued infractions. The bargaining unit member shall sign the reprimand to

ARTICLE XIV – PROGRESSIVE DISCIPLINE AND DISCIPLINE PROCEDURES

(continued)

- 1 acknowledge receipt only. Letters of reprimand will be placed in the
2 employee's personnel file ten (10) working days from the date of receipt.
3 The employee may prepare a written response, and if requested, such
4 response shall be attached to the letter of reprimand and placed in the
5 employee's personnel file.
6
- 7 **D. DISCIPLINE BEYOND A WRITTEN REPRIMAND.** Infractions that warrant
8 action beyond a written reprimand, including, but not limited to suspensions and
9 termination will be completed in accordance with the Rules and Regulations of
10 Classified Service and the California Education Code.
11
- 12 **E. DISCIPLINE.** Discipline shall be defined as termination, suspension without pay,
13 reduction in pay, or involuntary demotion. Written reprimands, counseling and/or
14 oral warnings are not considered disciplinary for purposes of this Article; however,
15 they may be referred to for purposes of determining appropriate level of discipline.
16
17 Layoffs, reduction in assigned time in lieu of layoff, voluntary demotions and
18 bumping are not considered "discipline."
19
- 20 **F. GROUNDS FOR DISCIPLINE.** Examples of performance or behavior that may
21 result in disciplinary action are identified in the Rules and Regulations of the
22 Classified Service. That list is representative and does not exhaust all possible
23 situations where disciplinary action may be required.
24
- 25 **G. PRE-DISCIPLINE PROCEDURE.** The pre-discipline procedure will normally
26 apply in all cases of termination, demotion, or suspension without pay.
27
- 28 1. The employee will receive written notice of the proposed disciplinary
29 action.
 - 30
 - 31 2. The employee will be given the reason(s) for the proposed disciplinary
32 action.
 - 33
 - 34 3. The employee will be given a copy of, or be provided access to, written
35 materials, reports, and documents, if any, upon which the proposed action is
36 based.
37
 - 38 4. The employee will be accorded the right to respond, either orally or in
39 writing or both, either in person or through a representative, within a
40 reasonable time period (five [5] days in most instances), and to a level of
41 management who can effectively recommend that the proposed disciplinary
42 action be taken or not taken.
43
 - 44 5. The employee will receive a written notice of discipline, giving the original
45 allegation(s), the determination as to the charges, the level of disciplinary
46

ARTICLE XIV – PROGRESSIVE DISCIPLINE AND DISCIPLINE PROCEDURES

(continued)

1 action to be received, and final admonition(s) if disciplinary action is to be
2 taken.

3

4 6. The employee may appeal the disciplinary action before the Personnel
5 Commission in accordance with the Rules and Regulations of the Classified
6 Service and shall be notified in writing by the District of such rights.

7

8 H. **ADMINISTRATIVE LEAVE.** An employee may be immediately relieved from
9 duty and placed on paid administrative leave when it has been alleged that he/she
10 has created a situation wherein he/she may not reasonably be expected to perform
11 competently, or where his/her continued presence poses a threat to his/her own
12 health or safety and/or the health and/or safety of others, or during an investigation
13 of such alleged behavior.

14

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

19

20 I. **APPEAL OF WRITTEN REPRIMAND.** An employee may within fifteen (15)
21 days of receipt of a written reprimand request a conference with the
22 manager/supervisor who is the reviewer of the employee's evaluation for the
23 purposes of discussing concerns the employee has regarding the content of the
24 written reprimand.

25

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

28

29 If still dissatisfied with the written reprimand content, the employee may, within
30 fifteen (15) days from the conference with the reviewer, file with the next higher
31 supervisor a written appeal of the written reprimand. The next higher supervisor
32 will have ten (10) days from receipt of a written appeal to determine if the content
33 of a written reprimand is accurate or inaccurate. If the next higher supervisor
34 determines that the written reprimand content is inaccurate, he/she shall order that
35 within ten (10) days a new written reprimand be written or the original written
36 reprimand be withdrawn, as applicable. The employee shall be given a copy of any
37 new written reprimand which shall be placed in the employee's personnel file. If
38 the appeal is denied and the employee fails to proceed to the next level within the
39 timelines outlined herein, the original written reprimand, together with the written
40 appeal, shall be placed in the employee's personnel file.

41

42 If the above appeal is denied and the employee is still dissatisfied with the content
43 of the written reprimand, the employee within fifteen (15) days from the conference
44 with the reviewer may file with the appropriate Assistant/Deputy Superintendent or
45 Chief Business and Financial Officer a written appeal of the written reprimand.
46 The Assistant/Deputy Superintendent or Chief Business and Financial Officer will

ARTICLE XIV – PROGRESSIVE DISCIPLINE AND DISCIPLINE PROCEDURES
(continued)

1 have ten (10) days from the receipt of a written appeal to determine if the content of
2 the written reprimand is accurate or inaccurate. If the Assistant/Deputy
3 Superintendent or Chief Business and Financial Officer determines the content of
4 the written reprimand is inaccurate, he/she shall direct the immediate
5 supervisor/manager to either rewrite or withdraw the written reprimand as he/she
6 deems appropriate. The immediate supervisor/manager shall give a copy of the
7 revised written reprimand to the employee and the revised written reprimand shall
8 be placed in the employee’s personnel file. If the appeal is denied, the employee
9 shall be notified in writing, and the written reprimand, together with the written
10 appeal, shall be placed in the employee’s personnel file.

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12 No letter of written reprimand that is being appealed shall be placed in an
13 employee’s 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.

1 **ARTICLE XVI**

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3 **Savings Clause**

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

10
11 Such Article, Section, or provision being rendered void shall be subject to renegotiation
12 within a reasonable period of time by CSEA and the District.
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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.

1 **ARTICLE XVIII**

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3 **Term of Agreement**

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6 **A. EFFECT.**

7
8 The term of the Agreement is November 1, 2009 through October 31, 2012 with no
9 reopeners except as provided below and in this comprehensive proposal.
10

11
12 **B. REOPENERS.**

13
14 The District may reopen negotiations for 2011/12 if one or both of the following
15 occur:
16

17 (1) Any reduction to the total actual State funding received by the District
18 for 2010/2011 of \$50/ADA or more as compared to the funding level
19 in the 2010/2011 District Adopted Budget after any changes based on
20 the 2010/11 State Adopted Budget are incorporated, or

21
22 (2) Any reduction to the total actual State funding received by the District
23 for 2011/2012 which results in a decrease of \$50/ADA or more below
24 the level of total State funding received by LBUSD for 2010/11.

25 CSEA may reopen negotiations for 2011/2012 if one or both of the following
26 occur:
27

28 (1) Any increase to the total actual State funding received by the District
29 for 2010/2011 of \$50/ADA or more as compared to the funding level
30 in the 2010/2011 District Adopted Budget after any changes based on
31 the 2010/11 State Adopted Budget are incorporated, or

32
33 (2) Any increase to the total actual State funding received by the District
34 for 2011/2012 which results in an increase of \$50/ADA or more above
35 the level of total State funding received by LBUSD for 2010/11.
36

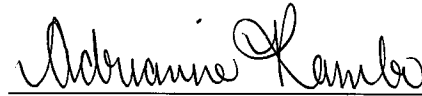
37 For the purposes of this reopener section, the District shall notify CSEA in writing
38 no later than December 31, 2010 of the District’s revised figures for Revenue Limit
39 income, other State income, and the total State funding per ADA in accordance
40 with the 2010/11 Adopted State Budget.

RATIFICATION OF AGREEMENT

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For the California School Employees
Association,
Long Beach Chapter 2

For the Long Beach Unified School
District



Vice President, Unit A




President, Board of Education

11/2/2010

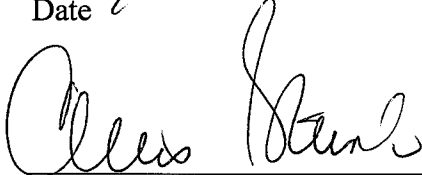
Date

Nov. 2, 2010

Date



Chapter President



Superintendent of Schools
and Secretary to the
Board of Education

11/2/2010

Date

11/2/2010

Date

Bargaining Teams

CSEA

District

- Mary Brown, President
- Brad Angell, Member
- Anthony Collins, Member
- Karen Foote, Treasurer
- Patricia Jackson, Member
- Valeeta Pharr, 1st Vice President
- Adrianne Rambo, Unit A Vice President
- John Smith, Member
- Terry Smoot, Member
- d'Ann Madore, Labor Relations Representative

- Debra Ecung
- Brian Cowie
- Ann Culton
- Les Leahy
- Betty Ng
- Matt Saldana
- Cecelia Slater
- Kim Stallings

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

CODE	CLASS TITLE	CLASS ABBREVIATION	QW RANGE	HOURLY RANGE
0358	Accountant	ACCOUNTANT	034	934
0750	Accounting Technician	ACCNTG TECH	027	927
0751	ASB Financial Technician	ASB FIN TECH	019	919
0091	Assistant Student Store Operator	ASST STU ST OP	008	908
0467	Attendance Accounting Specialist	ATT ACCTG SPC	032	932
0430	Attendance Service Field Assistant	AS FLD ASST	013	913
0431	Attendance Service Field Assistant-BL Kh	AS FLD AS-BL KH	013	913
0432	Attendance Service Field Assistant-BL Sp	AS FLD AS-BL SP	013	913
3319	Babysitting Advisor-CBETP	BBY ST AD-CBETP	012	912
5137	Behavior Intervention and Coaching Specialist	BE INT/COACH SP	024	924
3340	Braille Transcriber	BRAILLE TRNSCBR	018	918
5011	Campus Security Officer	CAMPUS SEC OFF	016	916
5045	Certified Occupational Therapy Assistant/Licensed	COTA/LICENSED	024	924
5030	Chemical Application Technician	CHEM APPL TECH	020	920
0122	Choral Accompanist	CHORAL ACCPNIST	015	915
0131	Community Liaison Worker	COMM LIA WKR	017	917
0133	Community Liaison Worker BL Khmer	C LIA WKR BL KH	017	917
0155	Community Liaison Worker BL Spanish	C LIA WKR BL SP	017	917
5108	Computer Support Technician	COMP SUP TECH	038	938
0624	Contract Analyst	CONTRACT ANALYS	036	936
0591	Cook-Remote Site	COOK REMOTE STE	016	916
3343	Credential Services Specialist	CRED SRVCS SPC	024	924
0139	Custodian	CUSTODIAN	014	914
5025	Custodian Assistant	CUSTODIAN ASST	005	905
5039	Dance Accompanist	DANCE ACCPNIST	015	915
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
5012	Gang Intervention Specialist	GANG INTVENT SP	022	922
5020	General Educational Development Examiner	GEN ED DEV EXAM	025	925
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
5005	Head Start Disability/Mental Health Assistant	HS DBLT/MTL H A	015	915
5075	Head Start Family Services Liaison	HS FAM SVCS LIA	015	915
0657	Head Start Instructional Aide	HS INSTR AIDE	007	907
3297	Head Start Nutrition Assistant	HS NUTR ASST	016	916
0382	Head Start Parent Aide (R)	HS PAR AIDE (R)	001	901
0882	Healthy Start Assistant-BL Spanish	HLTY START A BL	014	914
3350	Human Resources Assistant	HUMAN RES ASST	016	916
3352	Human Resources Technician	HUMAN RES TECH	021	921

0783	Infant/Toddler Caregiver	INF/TOD CARGVR	006	906
5117	Information Technology Projects Coordinator	INFO TECH PR CO	042	942
0436	Instructional Aide	I AID	010	910
0221	Instructional Aide-Alternative Schools	I AID-ALT SCH	010	910
0438	Instructional Aide-Alternative Schools-BL Khmer	I AID A S-BL KH	010	910
0439	Instructional Aide-Alternative Schools-BL Spanish	I AID A S-BL SP	010	910
0495	Instructional Aide-BL French	I AID-BL FR	010	910
0496	Instructional Aide-BL Japanese	I AID-BL JA	010	910
0440	Instructional Aide-BL Khmer	I AID-BL KH	010	910
0494	Instructional Aide-BL Laotian	I AID-BL LAO	010	910
0493	Instructional Aide-BL Samoan	I AID-BL SAM	010	910
0442	Instructional Aide-BL Spanish	I AID-BL SP	010	910
0444	Instructional Aide-BL Tagalog	I AID-BL TAG	010	910
0492	Instructional Aide-BL Vietnamese	I AID-BL VIET	010	910
3271	Instructional Aide-Deaf/Hard of Hearing	IA-D/H OF HEAR	016	916
0446	Instructional Aide-Foreign Language Laboratory	I AID-F L LAB	012	912
0447	Instructional Aide-Instrumental Music	IA-INSTR MUSIC	012	912
5141	Instructional Aide-Intensive Reading Clinic	IA-INTEN READ C	012	912
3272	Instructional Aide Interpreter-Deaf/Hard of Hearing*	IA INT-D/H HEAR	028	928
0601	Instructional Aide-Mobile Classroom	IA-MOBILE CLSRM	012	912
3273	Instructional Aide-Parent Resources Center	IA-PAR RES CTR	010	910
3274	Instructional Aide-Parent Resources Center/BL	IA-PR RES CTR/B	010	910
3275	Instructional Aide-Parent Resources Center (R)	IA-PR-RES CTR-R	010	910
3276	Instructional Aide-Parent Resources Center/BL (R)	IA-P RES CT/B-R	010	910
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
3293	Instructional Aide-Speech & Language Communication	IA-S/L COMM	012	912
3294	Instructional Aide-Speech & Language Communication-BL	IA-S/L COMM-BL	012	912
0773	Instructional Assistant-Adult School Literacy Services	IA-A S LIT SER	020	920
0885	Instructional Assistant-After School Program	I A-AFTR SCH PG	020	920
0244	Instructional Assistant-Ballet Folklorico-BL Spanish	I AST-BF BL SP	020	920
0479	Instructional Assistant-CDC Guidance	I AST-CDC GUID	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
0497	Instructional Assistant-Cross Cultural BL Hmong	I AST-CC BL HM	020	920
0453	Instructional Assistant-Cross Cultural BL Khmer	I AST-CC BL KH	020	920
0498	Instructional Assistant-Cross Cultural BL Lao	I AST-CC BL LAO	020	920
0455	Instructional Assistant-Cross Cultural BL Spanish	I AST-CC BL SP	020	920
0457	Instructional Assistant-DATE	I AST-DATE	020	920
0211	Instructional Assistant-DATE-BL Khmer	I AST-DATE BL K	020	920
0458	Instructional Assistant-Gang Prevention	I AST-GANG PREV	020	920
0459	Instructional Assistant-Gang Prevention (R)	I AST-GA PREV R	020	920
0460	Instructional Assistant-Gardening	I AST-GARDENING	020	920
5035	Instructional Assistant-Intensive Behavioral Treatment	IA-INT BHVL TRT	020	920
0214	Instructional Assistant-On Campus Program	INST ASST OCP	020	920
3277	Instructional Assistant-Parent Resources Center	I AST-P RES CTR	020	920
3278	Instructional Assistant-Parent Resources Center/BL	I AST-PR RS C/B	020	920
3279	Instructional Assistant-Parent Resources Center (R)	I AST-PR RS C-R	020	920
3280	Instructional Assistant-Parent Resources Center/BL (R)	I AST-P R C/B-R	020	920
0766	Instructional Assistant-School for Adults	I AST-SCH ADULT	020	920
0048	Instructional Associate Southeast Asian Education	INST ASSOC SAE	029	929

0666	Instructional Materials Technician	INST MATRL TECH	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
5051	Intermediate Office Assistant-BL Khmer	IOA-BL KH	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
5053	Intermediate Office Assistant-Schools BL Khmer	IOA/SCH-BL KH	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
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
5021	Library/Media Center Assistant	LIB/MED CTR AST	020	920
3355	Library Services Assistant	LIB SRVCS ASST	016	916
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
5115	Maintenance Programs Analyst	MAINT PGM ANALY	042	942
3326	Migrant Education Assistant-BL Spanish	MIG ED AS BL SP	017	917
5127	Military Property Specialist	MILIT PROP SPEC	020	920
5119	Network Specialist	NETWORK SPEC	042	942
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
0245	Pool Attendant	POOL ATTENDANT	019	919
0758	Position Control Technician	POS CONTRL TECH	024	924
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
5130	Purchasing Projects Technician	PURCH PROJ TECH	023	923
0250	Radio-TV Station Engineer	R-TV STN ENGR	034	934
0674	Receptionist	RECEPTIONIST	013	913
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
0256	School Community Worker	SCH COMM WKR	013	913
0472	School Community Worker-BL Khmer	SCW-BL KH	013	913
0474	School Community Worker-BL Spanish	SCW-BL 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
5071	Senior Nutrition Services Worker	SR NUTR SV WKR	011	911
0677	Senior Office Assistant	SR OFFICE ASST	019	919
5090	Senior Office Assistant-BL Khmer	SR OFF A-BL KH	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
5092	Senior Office Assistant-Schools-BL Khmer	SR OF A-S BL KH	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
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
3364	Staff Secretary	STAFF SECRETARY	019	919
5085	Staff Secretary-BL	STAFF SEC BL	019	929
0379	Stage Technician	STAGE TECH	022	922
0399	Student Evaluation Technician	STU EVAL TECH	020	920
0480	Student Evaluation Technician-BL Khmer	ST E TECH-BL KH	020	920
0481	Student Evaluation Technician-BL Laotian	ST E TECH-BL LA	020	920
0482	Student Evaluation Technician-BL Samoan	ST E TECH-BL SA	020	920
0483	Student Evaluation Technician-BL Spanish	ST E TECH-BL SP	020	920
0484	Student Evaluation Technician-BL Tagalog	ST E TECH-BL TA	020	920
0485	Student Evaluation Technician-BL Vietnamese	ST E TECH-BL VN	020	920
0763	Student Financial Technician-Avalon	STU FIN TECH-AV	023	923
0524	Student Intervention Specialist	ST INTRVNTN SPC	024	924
0287	Student Store Operator	STDNT STORE OP	016	916
5107	Systems Analyst	SYSTEMS ANALYST	042	942
5111	Systems Operator	SYSTEMS OPER	025	925
5113	Technology Support Representative	TECH SUP REP	029	929
3372	Transitional Student Services Specialist	TRNSL ST SVC SP	020	920
5079	Translator-Interpreter-BL Spanish	TRANS-INT -BL SP	020	920
0389	Transportation Aide	TRNSP AIDE	007	907
0490	Transportation Aide-BL Khmer	TRAN AID-BL KH	007	907
0491	Transportation Aide-BL Spanish	TRAN AID-BL SP	007	907
0392	Truck Driver	TRUCK DRIVER	023	923
0724	Video and Graphic Digital Animator	V&G D ANIMATOR	030	930
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

0670	School Security-Attendance Officer	SCH SEC-ATT OFF	030	930
5018	Gang Intervention Specialist	GANG INTVENT SP	024	924
5019	Campus Security Officer	CAMPUS SEC OFF	020	920

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APPENDIX B

Salaries and Allowances

Salary—2007-2008

Enhance the current salary schedule by a 4.53% increase, effective July 1, 2007.

Career Increments

Effective July 1, 2005, for bargaining unit members in Unit A – Clerical and Support Services career increments shall be:

After completion of

14 years	\$1,250.00
19 years	\$1,250.00
24 years	\$2,000.00
29 years	\$2,500.00

The total of all career increments shall be \$1,250.00 after fourteen (14) years; \$2,500.00 after nineteen (19) years; \$4,500.00 after twenty-four (24) years; and \$7,000.00 after twenty-nine (29) years.



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?**
Donations from TALB members must go to TALB members. Other employees may donate to 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 to the appropriate Assistant/Deputy Superintendent or Chief Financial Officer indicating their recommendation for approval/disapproval and the medical verification.
3	Assistant/Deputy Superintendent or CFO	The Assistant/Deputy Superintendent or Chief Financial Officer will, within three (3) more working days, approve or deny the <i>Request</i> and communicate this decision to the principal/site administrator.
4	Principal/ Site Administrator	If the <i>Request</i> is denied, the principal/site administrator will immediately notify the requesting employee.
5	Principal/ Site Administrator	If the <i>Request</i> is approved, the principal/site administrator shall, within three (3) days after receiving confirmation, distribute an <i>Appeal for Donations, Extended Sick 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 the Director of Payroll.
7	Payroll Director	The Director of Payroll 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 extended sick leave have been credited to the receiving employee.
8	Payroll Director	The Director of Payroll shall also notify payroll clerks at the sites/offices to which donating employees are assigned that records of sick leave balances need to be adjusted to reflect the donations.
9	Payroll Director	The Director of Payroll 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.

If you have questions regarding any step in the process described here, please contact the Director of Payroll, for answers and clarification.

Attachments



Payroll Branch

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

APPEAL FOR DONATIONS, EXTENDED 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.

Principal/Office Manager

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

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APPENDIX D

Memorandum of Understanding

**RE: School project that involves labor from volunteer parent groups
such as PTAs, booster clubs, or student groups.**

- A. The District agrees that certain conditions must exist before any projects are approved that involve volunteer labor from parents and/or students. These conditions include the following:
 - 1. All projects must be approved through the Maintenance director.
 - 2. Code compliance with all state and local building codes, fire codes, and Occupational Safety and Health Act (OSHA) requirements is a Maintenance Branch responsibility. Project specifications must be screened and approved by the Maintenance Branch before any actual work takes place.
 - 3. Risk Management must review each project to determine the District's liability interest.
 - 4. Projects that include building a structure or modifying an existing structure must be submitted to the Facilities Planning and Management Branch to be certain the plans meet requirements of the state architect.
 - 5. District standards for type and quality of materials used must be guaranteed.
- B. Costs that result from any work that is done without approval and results in the District having to repair damage, poor quality workmanship, or noncompliance to building codes will be paid by the school's discretionary funds.
- C. The provisions of this Memorandum of Understanding shall be subject to the grievance procedure.
- D. The District and CSEA agree to meet and review this Memorandum of Understanding annually.

APPENDIX F

Complaint Procedure

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

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

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

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

APPENDIX G

District Internet and Electronic Mail Guidelines and Procedures for Represented Classified Staff

All access to Internet sites 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 at extension 8411. Review processes are available 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. Represented classified staff will maintain high standards of ethical conduct while using the system. 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 activities while online
- ✓ 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 folders, work, or files
- ✓ Intentionally wasting limited resources
- ✓ Employing the network for outside business or commercial purposes
- ✓ Sending or receiving of unethical, illegal, immoral, inappropriate, or unacceptable information of any type
- ✓ Engaging in activities that cause disruption to the network or its systems
- ✓ Attempting to bypass the system 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

APPENDIX G – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES AND PROCEDURES FOR REPRESENTED CLASSIFIED STAFF (continued)

1 The network is provided for represented classified staff to conduct research, to
2 communicate with others on academic topics, and to engage in legitimate District business.
3 Individual users of the District computer networks are responsible for their behavior and
4 communications on those networks. Users shall comply with District standards and will
5 abide by the policies specified herein. Violations of the District policy described may
6 result in access privileges being suspended or revoked, as well as other disciplinary action
7 as warranted. Any commercial, political, or unauthorized use of those materials or
8 services, in any form, is forbidden. All copyright laws must be observed.

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

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

34
35 This does not preclude system administrators from maintaining and monitoring system
36 logs of user activity from within the District firewall on school district property.
37 Moreover, automated searches for files that endanger system security or integrity are
38 performed regularly to protect all users. System administrators may take appropriate
39 action in response to detection of such files (typically removal of those files and possibly
40 suspension of the user's accounts until the matter can be resolved).

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

APPENDIX G – DISTRICT INTERNET AND ELECTRONIC MAIL GUIDELINES AND PROCEDURES FOR REPRESENTED CLASSIFIED STAFF (continued)

1 action as provided for by local, state, and federal law.

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

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

20
21 Represented classified staff acknowledge that they share responsibility for any and all use
22 of the District’s computer network and that misuse could lead to liability and/or
23 consequences that extend beyond the District’s authority. The Long Beach Unified School
24 District and its represented classified staff members shall be held harmless from any use
25 or misuse of the computer network by students. Long Beach Unified School District
26 makes no warranty of any kind, whether expressed or implied, for the service that it is
27 providing. Long Beach Unified School District will not be responsible for any damage
28 users may suffer including, but not limited to, loss of data or interruptions of service as a
29 consequence of equipment failure, either on or off District property. Long Beach Unified
30 School District and its represented classified employees are not responsible for the
31 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

10 The Long Beach Unified School District (District) and the California School Employees
11 Association and its Long Beach Chapter 2 (CSEA) recognize that it is in the best interests
12 of all parties to agree to a procedure to resolve the impacts and effects of bargaining unit
13 paraprofessionals employed in positions funded by Federal Title I funding as a result of the
14 No Child Left Behind Act of 2001 (Act). Accordingly the parties agree as follows:
15

- 16 1. Paraprofessional positions identified in Exhibit 1 of this Memorandum of
17 Understanding must meet the requirements of the Act.
18
- 19 2. All paraprofessional employees hired on or after February 1, 2003* are deemed to
20 have met the requirements for the No Child Left Behind Act.
21
- 22 3. To determine individual paraprofessionals' compliance with the Act, the District
23 will conduct a survey of all paraprofessionals hired prior to February 1, 2003.
24
 - 25 a. Those employees who furnish official college transcripts which indicate that
26 they have attained an Associate of Arts degree or higher, 48 semester or 60
27 quarter units of college, are declared to have met the requirements of the
28 Act. Submission of an original Associate of Arts Degree is also acceptable.
29
 - 30 b. Those employees who furnish proof of an acceptable passing score on an
31 approved college entrance examination are declared to have met the
32 requirements of the Act.
33
 - 34 c. Those who have not attained the requirements stated above in Sections 3.a.
35 and 3.b. are not necessarily deemed to have met the requirements of the Act.
36
- 37 4. Those paraprofessionals not deemed to have met the requirements of the Act shall
38 be subject to evaluation consisting of a Structured Observational Evaluation as
39 provided by CODESP. Both parties agree that the Structured Observational
40 Evaluation meets the rigorous requirements of the Act. The evaluation shall be
41 offered at no cost to the paraprofessional and shall be administered during the
42 employee's normal workday. Paraprofessionals required to complete the
43 evaluation outside of their normal workday shall be paid at the appropriate rate of
44 pay. The Structured Observational Evaluation shall be conducted by the classroom
45 teacher to which the paraprofessional provides support. This evaluation shall be
46 used solely for the purpose of evaluating the employees' ability to assist in

* 29 designated employees excluded from paragraph 2 of this agreement – see addendum

APPENDIX H – NO CHILD LEFT BEHIND ACT (continued)

- 1 classroom instruction. This evaluation shall be separate from, and have no bearing
2 on, the employees' District performance evaluation.
3
- 4 a. Those paraprofessionals whose Structured Observational Evaluations are
5 rated as either "Meets Requirements" or "Exceeds Requirements" are
6 declared to have met the requirements of the Act.
7
- 8 b. Those paraprofessionals whose Structured Observational Evaluations or
9 portions thereof are rated as "Does Not Meet Requirements" are not deemed
10 to have met the requirements of the Act. Paraprofessionals shall not be
11 required to re-take the portion(s) of the observational test previously taken
12 and passed as "Meets Requirements" or "Exceeds Requirements."
13
- 14 Those paraprofessionals that do not rate at "Meets" or "Exceeds"
15 requirements on the first attempt shall be provided tutoring and/or remedial
16 training for meeting satisfactory observational standards. A maximum of
17 two (2) additional observations shall be performed for each "Does Not Meet
18 Standards" paraprofessional. The employee may request, after the initial
19 "Does Not Meet Standards" rating, subsequent ratings to be conducted by
20 other certificated staff deemed by the District to be "highly qualified" to
21 assess the activities performed by the paraprofessional. The District shall
22 determine and assign certificated evaluators to conduct subsequent
23 Structured Observational Evaluations. Upon attaining a "Meets" or
24 "Exceeds Standards" rating, paraprofessionals shall be declared to have met
25 the requirements of the Act.
26
- 27 5. If the paraprofessional is unable to satisfy the provisions outlined in Sections 1-4
28 above, the District shall provide the paraprofessional with the opportunity to take
29 the Long Beach Community College Entrance Exam in order to meet the
30 requirements of the Act. Upon passing said exam the paraprofessional shall be
31 declared to have met the requirements of the Act.
32
- 33 Those paraprofessionals that do not pass the exam on the first attempt shall be
34 provided the opportunity for tutoring and/or remedial training and additional
35 opportunities to take the exam. Upon passing the exam the said paraprofessionals
36 shall be declared to have met the requirements of the Act.
37
- 38 6. If by June 30, 2006 the paraprofessional cannot meet any of the provisions listed
39 above and does not otherwise satisfy the requirements of the Act the District shall
40 transfer the paraprofessional to a vacant non-Title I funded position.
41
- 42 a. If there are no vacant non-Title I funded positions available, affected
43 employees shall be subject to layoff for lack of work and may exercise their
44 bumping rights into a former classification in which they previously held
45 status, in accordance with Education Code provisions relative to the layoff
46 process.

APPENDIX H – NO CHILD LEFT BEHIND ACT (continued)

- 1 b. Affected employees who do not have bumping rights or choose not to
2 exercise them shall be subject to layoff for lack of work and placed on the
3 Thirty-Nine (39) Month Reemployment List. Employees who within
4 thirty-nine (39) months of the effective date of layoff meet the requirements
5 of the Act and provide proof of such to the District shall be entitled to
6 employment in a vacant paraprofessional position. Order of return shall be
7 consistent with the Education Code provisions relative to the layoff and
8 reemployment process.
9
- 10 7. A letter of certification shall be issued to each LBUSD paraprofessional once they
11 have provided proof of or demonstrated meeting the requirements of the Act.
12
- 13 8. Any dispute that arises in the administration of this MOU shall be subject to the
14 express terms of the collective bargaining Agreement Grievance Procedure, Article
15 XII.
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EXHIBIT 1

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

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- 6 1. Choral Accompanist (0122)
- 7 2. Dance Accompanist (5039)
- 8 3. Instructional Aide -A.D.D.-V/V Reading Clinic (0731)
- 9 4. Instructional Aide (0436)
- 10 5. Instructional Aide BL French (0495)
- 11 6. Instructional Aide BL Japanese (0496)
- 12 7. Instructional Aide BL Khmer (0440)
- 13 8. Instructional Aide BL Khmer (R) (0441)
- 14 9. Instructional Aide BL Lao (0494)
- 15 10. Instructional Aide BL Samoan (0493)
- 16 11. Instructional Aide BL Spanish (0442)
- 17 12. Instructional Aide BL Spanish (R) (0443)
- 18 13. Instructional Aide BL Tagalog (0444)
- 19 14. Instructional Aide BL Tagalog (R) (0445)
- 20 15. Instructional Aide BL Vietnamese (0492)
- 21 16. Instructional Aide (R) (0437)
- 22 17. Instructional Aide-Alternative Schools (0221)
- 23 18. Instructional Aide-Alternative Schools BL Khmer (0438)
- 24 19. Instructional Aide-Alternative Schools BL Spanish (0439)
- 25 20. Instructional Aide-Deaf/Hard of Hearing (3271)
- 26 21. Instructional Aide-Foreign Language Laboratory (0446)
- 27 22. Instructional Aide Interpreter-Deaf/Hard of Hearing (3272)
- 28 23. Instructional Aide-Instrumental Music (0447)
- 29 24. Instructional Aide-Mobile Classroom (0601)
- 30 25. Instructional Aide-Special (0448)
- 31 26. Instructional Aide-Special (R) (5041)
- 32 27. Instructional Aide-Special BL Khmer (0449)
- 33 28. Instructional Aide Special BL Spanish (0450)
- 34 29. Instructional Aide-Speech & Language Communication (3293)
- 35 30. Instructional Aide-Speech & Language Communication BL (3294)
- 36 31. Instructional Assistant-Adult School Literacy Services (0773)
- 37 32. Instructional Assistant-After School Program (0885)
- 38 33. Instructional Assistant-Ballet Folklorico BL Spanish (0244)
- 39 34. Instructional Assistant-CDC Guidance (0479)
- 40 35. Instructional Assistant-Composition Magnet Program (0618)
- 41 36. Instructional Assistant-Computer Resources (0603)
- 42 37. Instructional Assistant-Computer Resources (R) (0451)
- 43 38. Instructional Assistant-Computer Resources BL Spanish (0452)
- 44 39. Instructional Assistant-Cross Cultural BL Hmong (0497)
- 45 40. Instructional Assistant-Cross Cultural BL Khmer (0453)
- 46 41. Instructional Assistant-Cross Cultural BL Khmer (R) (0454)

APPENDIX H – NO CHILD LEFT BEHIND ACT (continued)

- 1 42. Instructional Assistant-Cross Cultural BL Lao (0498)
- 2 43. Instructional Assistant-Cross Cultural BL Spanish (0455)
- 3 44. Instructional Assistant-Cross Cultural BL Spanish (R) (0456)
- 4 45. Instructional Assistant-DATE (0457)
- 5 46. Instructional Assistant-DATE BL Khmer (0211)
- 6 47. Instructional Assistant-Gang Prevention (0458)
- 7 48. Instructional Assistant-Gang Prevention (R) (0459)
- 8 49. Instructional Assistant-Gardening (0460)
- 9 50. Instructional Assistant-Intensive Behavioral Treatment (5035)
- 10 51. Instructional Assistant-On Campus Program (0214)
- 11 52. Instructional Assistant-School for Adults (0766)
- 12 53. Instructional Associate – Southeast Asian Education (0048)
- 13 54. Instructional Associate – Southeast Asian Education (R) (0583)
- 14 55. Library/Media Assistant (0465)
- 15 56. Library/Media Center Assistant (5021)
- 16 57. Stage Technician ((0379)
- 17 58. Student Evaluation Technician (0399)
- 18 59. Student Evaluation Technician BL Khmer (0480)
- 19 60. Student Evaluation Technician BL Laotian (0481)
- 20 61. Student Evaluation Technician BL Samoan (0482)
- 21 62. Student Evaluation Technician BL Spanish (0483)
- 22 63. Student Evaluation Technician BL Spanish (R) (0769)
- 23 64. Student Evaluation Technician BL Tagalog (0484)
- 24 65. Student Evaluation Technician BL Vietnamese (0485)
- 25 66. Supervising Instructional Aide-Deaf/Hard of Hearing (3284)
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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
for Classified Employees Represented by CSEA

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 21/22)

Employee Name: _____ Title: _____

Assignment Location: _____

Current work hours/days: _____

New work hours/days: _____

Effective Date: _____

Please complete the section below:

- I was informed of my change of work hours on: _____ (initials _____)
- I understand that my new work hours 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: _____

pc: Site File
Personnel File

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