



# **PROVISIONS of AGREEMENT**

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## **Unit B Construction/Repair and Transportation**



**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 B**

Effective through  
October 31, 2012

As Negotiated By

LONG BEACH UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
Long Beach Chapter 2  
Unit B - Construction/Repair and Transportation

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**PREAMBLE**

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This Agreement is entered into this twelfth 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 classes 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 in 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 operations; determine staffing patterns and the numbers 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 rights of CSEA to represent unit members under the Act.

ARTICLE II – RESERVED RIGHTS OF THE DISTRICT (continued)

1 C. The District retains its right to amend, modify, or rescind policies and practices  
2 referred to in this Agreement for the duration of an emergency. An emergency  
3 shall be defined as those unforeseen circumstances which substantially interrupt or  
4 threaten to interrupt the normal District operation and may include but are not  
5 limited to: natural disasters; national emergencies; epidemics; riots; police actions;  
6 legislative or judicial decisions; initiative or referendum; local exigencies (with the  
7 exception of Article XIV, Section D, relevant to no lockout of bargaining unit  
8 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 agree to investigate and take action they deem to be appropriate.

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

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

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

1. Use of equipment occurs outside the duty hours of the employee who must also be qualified to use the equipment;
2. Use does not interrupt or interfere with the normal student educational program or work production of the District;
3. CSEA shall pay within thirty (30) days after receipt all bills for the costs of materials and supplies incident to the use of the equipment;
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 released 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.  
45  
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ARTICLE III – ASSOCIATION RIGHTS (continued)

- 1           3.       **Personnel Commission.** The District agrees to release a maximum of  
2 three (3) CSEA Chapter representatives to meet with the Personnel  
3 Commission Administrator prior to each Personnel Commission meeting as  
4 needed. The District agrees to release one (1) CSEA representative per Unit  
5 to attend Personnel Commission meetings. A Personnel Commission  
6 meeting agenda will be provided to CSEA prior to each meeting. All  
7 released time for activities enumerated in this paragraph will be charged to  
8 Association Leave.  
9
- 10          4.       **Board Meetings / District Management.** The District agrees to release  
11 one (1) CSEA Chapter representative per Unit, as needed, to attend Board  
12 meetings and three (3) to five (5) representatives to attend meetings with  
13 District management as needed. All release time for activities enumerated  
14 in this paragraph will be charged to Association leave.  
15
- 16          5.       **Association Leave.** Upon proper application and approval, the District will  
17 grant to the combined bargaining units (A and B) a total of one hundred thirty  
18 (130) days Association Leave per fiscal year for unit members to conduct or  
19 to participate in CSEA business. The CSEA president or designee shall  
20 submit in writing the names of unit members who are authorized to use the  
21 days to Employee Relations Services. Approval for such Association Leave  
22 must be secured at least two (2) working days prior to the anticipated  
23 absence. Following the District’s payment of the employee for the  
24 Association Leave, the District shall be reimbursed by the CSEA for the cost  
25 of the substitute (if the services of a substitute were utilized) as well as the  
26 District’s contribution to the employee’s retirement fund. Such  
27 reimbursement shall be made within ten (10) days following CSEA’s receipt  
28 of the District’s certification of payment of compensation to the employee.  
29
- 30          6.       **CSEA Chapter President Leave.** The District agrees to provide the CSEA  
31 Chapter President up to a total of one thousand forty (1,040) hours of release  
32 time per fiscal year to perform the collective business of the District and the  
33 Association.  
34
- 35          7.       The District agrees to authorize release time to the officers of the CSEA as  
36 provided for in Education Code, Section 45210. The District shall be  
37 reimbursed by the Association for such leave.  
38
- 39               The CSEA shall notify Employee Relations Services at least twenty-four  
40 (24) hours prior to the use of release time. If less than twenty-four (24)  
41 hours, the Association shall notify Employee Relations Services via email,  
42 FAX or telephone of the anticipated need. The parties may mutually agree  
43 to waive the twenty-four (24) hour timeline.  
44
- 45          8.       In January, April, July, and October of each year, Employee Relations  
46 Services (ERS) will provide a quarterly summary of usage of Association

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

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

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

35 4. Bargaining unit employees will be provided with the opportunity to attend  
36 staff development training and will be released during work hours to attend  
37 training.  
38

39 5. Employees recognize that schools and offices must be able to maintain  
40 coverage and services.  
41

42 6. Employees may opt to attend training off work hours, on their own time  
43 without compensation.  
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45 7. A record of equitable distribution of training and staff development will be  
46 maintained at each work location.

ARTICLE III – ASSOCIATION RIGHTS (continued)

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8. Updates regarding program participation will be provided to CSEA upon request.

9. The District will contribute a minimum of \$15,000 per year to the Personnel Commission, to be shared by both CSEA Unit A and Unit B, to maximize staff development opportunities for classified Personnel as funding permits. The District may increase funding through grants and other revenue sources.

K The CSEA will have the right to appoint a bargaining unit member to any district level advisory committee that is relevant to classified employees. The District shall provide the names of those district level committees to the CSEA Chapter President and appointments to these committees will be determined by the president with the advice and approval of the Executive Board.

L. District/Employee Relations Services (ERS) has requested CSEA representation on the following District-level committees:

- Health Benefits Committee
- Strategic Planning Committee
- Budget Committee

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

M. In January, April, July, and October of each year the District shall provide CSEA with:

1. A list of all current limited term employees, their hire dates, classifications, reasons for their assignments, and their scheduled release dates.
2. A list of all current substitutes.
3. The most recent work sites to which employees have been assigned.

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



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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 Article  
19          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.** 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 and shall not include any penalty.

ARTICLE V – COMPENSATION (continued)

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

11  
12                  4.       **Mileage.** Any employee in the bargaining unit using his/her vehicle on  
13                  District business shall be reimbursed at the current Internal Revenue  
14                  business mileage rate for all miles actually driven on behalf of the District.  
15                  The mileage computation shall include mileage necessary to return to the  
16                  employee’s normal job site after the completion of District business except  
17                  that no mileage computation shall include travel to or from the employee’s  
18                  home on a normal workday. All mileage costs for emergency calls outside  
19                  of normal working hours shall be reimbursed. This amount shall be payable  
20                  in a separate warrant drawn against District funds upon timely submission  
21                  of the claim by the employee in the bargaining unit.

22  
23                  No employee in the bargaining unit shall be required or allowed to use a  
24                  personal vehicle in the conduct of District business during working hours  
25                  except through mutual consent of the employee and the District.

26  
27                  5.       **Vehicle Allowance.** Any employee in the Unit authorized to use a personal  
28                  vehicle on District business shall receive a vehicle allowance of one  
29                  hundred dollars (\$100) per month in addition to mileage. Insurance must be  
30                  maintained by the employee as required by law on said vehicle. District  
31                  liability insurance is in excess of the personal insurance of the employee.

32  
33                  6.       **Vandalism.** While on District business, in the event an employee’s vehicle  
34                  is damaged as a result of vandalism, the District will reimburse the  
35                  employee for the insurance deductible payment in an amount not to exceed  
36                  five hundred dollars (\$500) per incident.

37  
38                  The above is contingent upon all of the following:

39  
40                  a.       The employee secures a police report regarding the vehicular  
41                  vandalism within twenty-four (24) hours of the incident.

42  
43                  b.       The damaged vehicle was parked at an appropriate location while  
44                  the employee was required to be engaged in District business.

ARTICLE V – COMPENSATION (continued)

- 1                   c.       The employee provides the Risk Management Branch with evidence  
2                                   of the amount of insurance deductible payment actually made by the  
3                                   employee.  
4
- 5           7.       **Tool Provisions.** All Unit B employees will provide their own hand tools  
6                                   as required for each job classification/position.  
7
- 8                   a.       A Tool Committee shall be established, consisting of one (1)  
9                                   employee from each classification affected and up to an equal  
10                                  number of District personnel. The committee shall meet at least  
11                                  once every year.  
12
- 13                  b.       It shall be the responsibility of the Tool Committee to:  
14
- 15                               (1)     Determine by job classification, necessary tools, and quality  
16                                  standards.  
17
- 18                               (2)     Determine which tools will be provided by the employee and  
19                                  which tools and equipment will be made available by the  
20                                  District for checkout.  
21
- 22                  c.       The security and good repair of the employee’s hand tools are the  
23                                  responsibility of the employee. An annual tool inventory will be  
24                                  conducted by the District and the employee shall replace any hand  
25                                  tools required for his/her classification/position. In the event of theft  
26                                  and upon filing of the required reports and completion of any  
27                                  necessary investigation, appropriately secured hand tools will be  
28                                  replaced by the District.  
29
- 30           8.       **Meal Reimbursement.**  
31
- 32                  a.       Any employee in the bargaining unit who, as a result of a work  
33                                  assignment or conference attendance, is authorized to have a meal(s)  
34                                  away from the District, or at Catalina Island, shall be reimbursed  
35                                  according to currently established District policy upon timely  
36                                  submission of the expense claim. Catalina Island is part of the  
37                                  District, therefore, no reimbursement will be made for meals unless  
38                                  overnight lodging is required.  
39
- 40                  b.       **Bus Drivers’ and Truck Drivers’ Extended Trips.** Upon prior  
41                                  approval, any driver on an overnight trip assignment shall be  
42                                  reimbursed for all meals in accordance with rates set forth in  
43                                  Paragraph 8a. above. Reimbursement will be provided for a second  
44                                  regular meal that must be taken on the same extended trip of eight  
45                                  (8) hours or more.  
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9. **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:
- a. Travel on a District approved carrier which will be billed to the District;
- b. Stay in private accommodations at a District-approved commercial facility at District expense.
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10. **Compensation for an Employee Working in a Higher Classification.**  
An employee may be required to perform duties not a part of his/her classification as provided in this Section.
- If a unit member is assigned duties in a higher classification, not a part of his/her classification, the first five (5) days (forty [40] hours or prorated portion thereof for less than full-time personnel) of such assignment are considered training/experience and not subject to additional compensation. If assigned to such duties in excess of a total of five (5) days, the employee shall have his/her salary adjusted upward for each day he/she is required to work in a higher classification beyond the first five (5) days.
- When an employee has his/her salary adjusted as a result of being assigned to work in a higher classification in excess of five (5) days, the employee shall receive the regular rate of pay for that higher classification at the step within the range that will guarantee a minimum equivalent of a two (2) range (five and one-half percent [5.5%]) increase above the employee's regular rate. In no event, however, shall the higher rate be greater than Step E (the maximum step) of the higher classification.
- Exception: Employees on reemployment lists as a result of layoff, who are temporarily assigned (upgraded) to their former classification, will have their salary adjusted upward from the first day of work in that former classification.
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11. **Compensation During Required Training.** An employee who in order to continue his/her employment is required to attend training sessions authorized in advance by his/her department head/site administrator shall be compensated at the appropriate rate for the day and time of the training. Also, all required costs for transportation, registration, and supplies arising from a mandated program shall be paid by the District.
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12. **Uniforms.** If uniforms or protective clothing are required for any unit employee, the cost of purchase, lease, rental, or replacement of such clothing, equipment, identification badges, emblems, and cards shall be 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  
2 recommendations to the appropriate budget administrator.  
3
- 4 13. **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. (Bodily injury is not  
8 necessary to qualify for this benefit.) Upon proper submission of the claim  
9 and approval by the Chief Business and Financial Officer, the claim shall be  
10 paid according to the commercial warrant cycle for such claims. As per  
11 Labor Code, Section 3208, personal property is defined as: artificial  
12 members; dentures; hearing aids; eyeglasses; watches; and medical braces  
13 of all types.  
14
- 15 14. **Sick Leave and Vacation Balance Reports.** The District agrees to report  
16 sick leave and vacation balances to employees on the quadriweekly salary  
17 warrant stubs issued to employees.  
18
- 19 15. **Certificate of Absence.** Upon request, an employee will be provided a  
20 copy of the Certificate of Absence on file with the payroll clerk.  
21
- 22 16. **Catalina Island Employees.** In QW 04 of each year, Catalina Island  
23 employees shall receive a travel expense allowance. For 2009-2010, the  
24 allowance is \$921. Each year thereafter, the allowance will be adjusted by  
25 the same percentage as the salaries of unit members.  
26
- 27 Employees working less than full time and/or those working only a portion  
28 of the year shall receive a share of the travel expense allowance  
29 proportionate to the time worked.  
30
- 31 Upon employee request, the District shall provide costs not to exceed two  
32 hundred fifty dollars (\$250) for moving possessions and an automobile to  
33 Catalina Island.  
34
- 35 The District shall pay employee costs of routine transportation to and from  
36 in-service training meetings required by the District.  
37
- 38 17. **Promotion.** Any employee receiving a promotion shall be moved to the  
39 appropriate range and step of the new classification to ensure not less  
40 than a minimum equivalent of a two (2) range (five and one-half percent  
41 [5.5%]) increase above the employee's regular rate, but in no case greater  
42 than the maximum in that new classification.  
43
- 44 18. **Initial Step Placement.** New employees normally shall be hired at the first  
45 step in the salary range for the classification. New employees with  
46 exceptional or unusual qualifications may be employed at higher steps in

ARTICLE V – COMPENSATION (continued)

1 the salary range by recommendation of the Assistant Superintendent,  
2 Human Resource Services.

- 3  
4 19. **Steps In Salary Range.** Except as permitted by Section A.17. above, each  
5 employee shall advance to the next higher step in the applicable salary  
6 range as follows:

7  
8 Step A: First day of assignment through completion of probation  
9 (typically, six [6] months or one hundred thirty [130] days,  
10 whichever is longer).

11  
12 Step B: The day following completion of probation (which is known  
13 as the employee's increment date) through completion of one  
14 (1) additional year of service.

15  
16 Step C: The employee's increment date through completion of one  
17 (1) additional year of service.

18  
19 Step D: The employee's increment date through completion of one  
20 (1) additional year of service.

21  
22 Step E: The employee's increment date through completion of one  
23 (1) additional year of service.

24  
25 For purposes of step advancement, a year of service is one in which the  
26 employee has been compensated for at least fifty percent (50% of his/her  
27 regular work year.

28  
29 **B. HEALTH AND WELFARE BENEFITS.**

- 30  
31 1. **Employee Eligibility.** All probationary and permanent employees working  
32 fifty percent (50%) or more of a full time assignment (eighty [80] hours or  
33 more during a quadriweekly period) are eligible for health, dental, vision,  
34 and life insurance benefits. All other employees shall be eligible to  
35 purchase benefits by individually paying premium expenses through the  
36 Risk Management Branch at rates established by the District carrier.

37  
38 Effective beginning January 1, 2012, eligible unit members shall contribute  
39 5% towards their District health benefit insurance benefit costs. Employee  
40 contributions shall be deducted tenthly by the District on a pretax basis to  
41 the extent permitted by law.

42  
43 Not later than October 1, 2011, the District and CSEA shall reopen  
44 negotiations to assess the need to implement the employee contribution of  
45 5% toward their health benefit costs effective January 1, 2012.

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ARTICLE V – COMPENSATION (continued)

- 1 a. All coverage is effective the first day of paid service or the first paid  
2 day upon return from an unpaid leave of absence.  
3
- 4 b. Any employee in unpaid leave status for a period in excess of thirty  
5 (30) calendar days may continue health and welfare benefit coverage  
6 as provided in this Article by personally paying the premiums. The  
7 percentage of the annual premiums to be paid shall be the same as  
8 the percentage of the contract year during which the employee is in  
9 unpaid leave status. (For example, a two hundred four [204] day  
10 employee on unpaid leave for one [1] semester, i.e., one hundred  
11 two [102] days, is responsible for fifty percent [50%] of the annual  
12 benefit premiums).  
13
- 14 2. **Health Insurance.** Employees may choose coverage for themselves and  
15 their eligible dependents or same gender domestic partners for whom a  
16 Declaration of Domestic Partnership is currently on file in the office of the  
17 Secretary of State for the State of California. A choice shall be made from  
18 any one of the approved plans described below during the enrollment period  
19 announced by the Risk Management Branch. The District will pay no dollar  
20 amount greater than the maximum premium equivalent paid to fund the  
21 comprehensive plan carrier (Blue Shield). The employee must pay any  
22 additional premium cost. This arrangement is consistent with federal  
23 regulations concerning health maintenance organizations (HMO).  
24
- 25 Effective beginning January 1, 2011, eliminate the names of all of the  
26 health carriers except for Kaiser within the contract to provide greater  
27 leverage for negotiating future contracts with vendors. A description of the  
28 plan will be included in the contract, and listed as Kaiser, PPO, HMO and  
29 Prescription Benefits. Delta Dental shall remain as listed in the Agreement.  
30
- 31 a. **Kaiser Foundation Health Plan.** Unlimited lifetime maximum.  
32 Continuation of existing plan without modification of benefits.  
33 (1) Physician Visit: No Charge  
34 (2) Emergency Room: No Charge  
35 (3) Chiropractic Care (up to thirty [30] days per year): \$5 co-pay  
36 (4) Out-patient Mental Health: (twenty [20] visits per year): No  
37 Charge  
38
- 39 **Prescription Benefits:** Retail co-pay \$5 per 100 day prescription.  
40
- 41 b. **PacifiCare HMO Health Plan.** Unlimited lifetime maximum.  
42 \$250/Individual, \$500/Family per year out-of-pocket limit.  
43
- 44 (1) Physician Visit: \$5 co-pay  
45 (2) Emergency Room: \$25 co-pay

ARTICLE V – COMPENSATION (continued)

- 1 (3) Chiropractic Care (up to thirty [30] days per year): \$5 co-
- 2 pay
- 3 (4) Out-patient Mental Health (fifty [50] visits per year): \$5 co-
- 4 pay

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

10  
11 Effective beginning January 1, 2011 or as soon as administratively  
12 possible to comply with contract termination process, eliminate  
13 PacifiCare HMO.

14  
15 c. **HMO.**  
16 Unlimited lifetime maximum. \$250/Individual, \$500/Family out-of-  
17 pocket limit.

- 18
- 19 (1) Physician Visit: \$5 co-pay
- 20 (2) Emergency Room: \$25 co-pay
- 21 (3) Chiropractic Care (up to twenty six [26] days per year): \$5
- 22 co-pay
- 23 (4) Outpatient Mental Health: Co-pay schedule as follows:
- 24 visit 1-5 no co-pay; visit 6-10 \$5 co-pay; visit 11-15
- 25 \$10 co-pay; visit 16-50 \$15 co-pay; visit 51+ \$25 co-pay.
- 26

27 Prescription Benefits. Retail co-pay per thirty (30) day prescription:  
28 \$5 generic; \$10 name brand; \$35 non-formulary. Mail order co-pay  
29 for a ninety (90) day prescription; \$5 generic; \$10 name brand; \$35  
30 non-formulary.

31  
32 d. **PPO.**  
33 Brief description of coverage: Comprehensive Major Medical.

- 34
- 35 (1) Preferred Provider - \$200/\$400 deductible; 20% co-
- 36 insurance; \$500 individual/\$1,000 family per year out-of-
- 37 pocket limit (in addition to deductible).
- 38
- 39 (2) Out-of-Network Provider - \$400/\$800 deductible; 40% co-
- 40 insurance, \$3,000 individual/\$6,000 family per year out-of-
- 41 pocket limit (in addition to deductible).
- 42

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

ARTICLE V – COMPENSATION (continued)

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

7  
8 e. **Hearing Aids.** Any active employee who is insured under any one  
9 of the District sponsored medical plans may request reimbursement  
10 for the costs of hearing aids. The maximum amount of  
11 reimbursement shall not exceed one thousand dollars (\$1,000)  
12 within any three (3) year period. The cost of hardware, fitting tests,  
13 and other tests related to the hearing aids purchased shall be  
14 included for reimbursement purposes.

15  
16 3. **Dental Insurance.** The District agrees to provide eligible employees with  
17 District payment of premium costs. Employees may choose between  
18 approved plans described below:

19  
20 a. **Delta Dental Plan of California, Premier Plan.** This is a  
21 continuation of the present plan and the District shall continue to  
22 pay premium costs under this plan for the employee only. The  
23 employee may choose to pay premium costs for eligible dependents.  
24 Maximum amount paid by plan per person per calendar year is two  
25 thousand dollars (\$2,000).

26  
27 b. **Delta Care Dental Provider Organization, Option A.** The  
28 District shall pay premium costs under this plan for the employee  
29 only. The employee may choose to pay premium costs for eligible  
30 dependents. Maximum amount paid by plan per person per calendar  
31 year is two thousand dollars (\$2,000).

32  
33 c. **Delta Care (PMI) Dental Health Plan.** This is a continuation of  
34 the present plan. Coverage for both the employee and his/her  
35 eligible dependents is provided for by this plan.

36  
37 Effective beginning as administratively possible, create a DPO Plus Premier  
38 dental plan by combining the two dental plans, Delta Premier and Delta  
39 DPO. The District shall not initiate a reduction in dental benefits or increase  
40 dental benefit cost during the 2010-11 school year.

41  
42 4. **Life Insurance.** Employees whose regular annual salary exceeds fifteen  
43 thousand dollars (\$15,000) shall be insured for the amount of the annual  
44 salary but not to exceed fifty thousand dollars (\$50,000); employees whose  
45 regular annual salary is fifteen thousand dollars (\$15,000) or less shall be  
46 insured for fifteen thousand dollars (\$15,000). The amount of coverage

ARTICLE V – COMPENSATION (continued)

- 1 shall be based upon the salary rate on the last day of actual service to the  
2 District by the employee.  
3
- 4 5. **Vision Care Insurance.** The District agrees to provide vision care  
5 insurance for eligible employees. The Medical Eye Service plan provides  
6 one (1) comprehensive exam every twelve (12) consecutive months; two (2)  
7 pairs of lenses in any twenty-four (24) consecutive months. Employee is  
8 responsible for paying a ten dollar (\$10) deductible per calendar year. Prior  
9 enrollment in the plan is required.  
10
- 11 6. **Mental Health Care Services.** Employees and eligible dependents shall be  
12 provided outpatient mental health care service through PacifiCare  
13 Behavioral Health except that:  
14
- 15 a. Employees in Kaiser Foundation Health Plan who are not currently  
16 receiving services through PacifiCare Behavioral Health will receive  
17 mental health care through Kaiser.  
18
- 19 b. Employees in PacifiCare of California who are not currently  
20 receiving services through PacifiCare Behavioral Health will receive  
21 mental health care through PacifiCare of California.  
22
- 23 c. Employees in either Kaiser Foundation Health Plan or PacifiCare of  
24 California who are currently receiving services through PacifiCare  
25 Behavioral Health may, at their discretion, continue to receive  
26 mental health services from their PacifiCare Behavioral Health  
27 provider.  
28 The District pays all premium costs.  
29
- 30 Eliminate the PacifiCare Behavioral Health plan and amend the PPO plan to  
31 provide outpatient mental health and substance abuse counseling consistent  
32 with the requirements and services provided to HMO participant plans.  
33
- 34 7. **125 Plan.** Upon securing the appropriate government approval, the District  
35 will provide employees the opportunity to participate in a 125 Plan at no  
36 administrative cost to the employee.  
37
- 38 8. **Tax-Sheltered Annuities.** Employees may participate in the Board  
39 approved tax-sheltered annuity plan of their choice through voluntary  
40 payroll deduction. The District will consider any plan brought forward by  
41 CSEA for approval. The District shall not be required to be the holder for  
42 any group annuity plan.  
43
- 44 9. **Cost Containment.** The Association agrees to participation in a District  
45 cost reduction committee to meet on an as needed basis to address the  
46 extensive current and projected increases in health care costs.

ARTICLE V – COMPENSATION (continued)

- 1 Recommendations shall be submitted for consideration by the respective  
2 collective bargaining teams.  
3
- 4 10. **Duration of Benefits.** Health insurance coverage shall be extended to the  
5 end of the calendar month for the employee who terminates employment. If  
6 an employee has served five (5) consecutive years prior to retirement, the  
7 District shall pay for coverage for one (1) additional month. Employees  
8 who terminate employment with the District may extend specified health  
9 benefits at employee expense as provided in the Consolidated Omnibus  
10 Budget Reconciliation Act (COBRA). Information should be requested  
11 from the Risk Management Branch.  
12
- 13 11. **Benefits of Retiring Employees.** Effective upon ratification of this  
14 Agreement, employees with seventeen (17) or more years of service in the  
15 Long Beach Unified School District when they retire at age fifty-five (55)  
16 or older shall be eligible to have District payment of insurance premiums  
17 for health and hospital insurance for themselves and their dependents. This  
18 premium payment will end when the retiree reaches age sixty-seven (67).  
19 Medicare coverage will be primary for those employees who are eligible;  
20 the District’s plan will provide secondary or umbrella coverage over  
21 Medicare payments.  
22
- 23 All retirees and their dependents eligible for Medicare Part A must be  
24 registered in the Medicare system in order to qualify for District-paid  
25 benefits. All retirees and their dependents must enroll in Medicare Part B.  
26 All retirees and their dependents must assign those Medicare Part A (if  
27 eligible) and Medicare Part B benefits to the District medical plan carrier  
28 they are using in order to qualify for District-paid benefits. This language  
29 does not change the years of service and age requirements for Unit members  
30 receiving District-paid health benefits upon retirement. Additional  
31 information is available from the Risk Management Branch.  
32
- 33 Apply the health benefit cost containment changes, including plan design  
34 changes, implemented for active employees to the retirees.  
35
- 36 Employees who retire from the District may remain in a District health  
37 and/or dental plan by paying personally the insurance premiums. There is  
38 no limit on age.  
39
- 40 12. **Maintenance of Benefits.** Except as provided in this comprehensive  
41 proposal the District agrees to pay increased specified health benefits costs  
42 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. 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 no 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 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  
8 the purpose of providing notice and discussing reasons for the schedule change.  
9 Such 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 C. **HOURS WORKED.** For the purpose of computing the number of hours worked,  
14 all time during which an employee is in a paid status shall be construed as hours  
15 worked.  
16
- 17 D. **REDUCTION IN ASSIGNED TIME/LAYOFF.** Reductions in assigned time  
18 shall be accomplished in accordance with the established layoff provisions in the  
19 Rules and Regulations of the Classified Service and the California Education Code,  
20 Article 6, Merit System, and other applicable education code provisions related to  
21 the Merit System. Layoff decisions shall not be negotiable.  
22
- 23 1. Employees who are laid off shall be entitled to all rights related to  
24 reinstatement in accordance with statute, Agreement, and the Rules and  
25 Regulations of the Classified Service.  
26
  - 27 2. Employees being laid off with no offer of continued regular employment, or  
28 who decline to accept such offer, in another classification shall be entitled  
29 to use a maximum of twelve (12) hours of release time to seek new  
30 employment.  
31
  - 32 3. Employees being laid off with no offer of continued regular benefited  
33 employment in another classification will have all health benefits for which  
34 they have been eligible extended for a period of ninety (90) calendar days  
35 following layoff. Eligibility for benefits is defined in Article V, Section B.1  
36 of the CSEA Agreement.  
37
  - 38 4. The District shall not exceed its authority granted or required by the  
39 Education Code in contracting out for services.  
40
  - 41 5. The District shall not exceed its authority provided by statute, Agreement,  
42 and the Rules and Regulations of the Classified Service regarding the  
43 assignment of work, overtime, and the use of volunteers.  
44
- 45 E. **ADJUSTMENT OF ASSIGNED TIME.** Any employee in the bargaining unit  
46 who works at the direction of a supervisor a minimum of thirty (30) minutes or

ARTICLE VI – DAYS AND HOURS OF EMPLOYMENT (continued)

1 more per day in excess of his or her regular part-time assignment for a period of  
2 twenty (20) consecutive working days shall have his/her regular assignment  
3 adjusted upward to reflect the longer hours.  
4

5 **F. LUNCH PERIODS.** Except as described below, all employees covered by the  
6 terms of this Agreement who have a workday of five (5) hours or more shall be  
7 entitled to a duty-free lunch period of not less than one-half (1/2) hour which shall  
8 occur approximately at midpoint of the shift.  
9

10 For bus drivers required to work six (6) hours continuously, no lunch period shall  
11 be scheduled. Drivers working six and one-half (6-1/2) hour trips normally must  
12 have a half-hour lunch period scheduled as part of the workday; any exception must  
13 be approved by management.  
14

15 **G. REST PERIODS.** Bargaining unit employees shall be granted rest periods which,  
16 insofar as practicable, shall be in the middle of each work period at the rate of  
17 fifteen (15) minutes per four (4) hours worked or major fraction thereof. The  
18 fifteen (15) minute rest period requirement does not apply to an employee  
19 scheduled to work three (3) continuous hours or less. Employees scheduled to  
20 work more than three hours and up to six (6) hours shall be entitled to one (1)  
21 fifteen (15) minute rest period; employees who work more than six (6) hours shall  
22 be entitled to two (2) rest periods of fifteen (15) minutes each. Rest periods of a  
23 total of up to thirty (30) minutes on evening or special work shifts shall be  
24 scheduled by the manager/supervisor in consultation with the affected employees.  
25

26 Management and supervisory personnel may designate specified rest periods when  
27 the operations of the District require someone to be on duty at the employee's work  
28 site. Whenever possible, rest periods will be scheduled to divide work periods into  
29 approximately equal parts. Rest periods are a part of the regular workday and shall  
30 be compensated at the regular rate of pay for the employee.  
31

32 **H. COMPENSATION – SHIFT DIFFERENTIAL.** All persons in the classified  
33 service whose regularly assigned time requires them to work between the hours of  
34 5:00 p.m. and 12:00 midnight shall be paid shift differential pay at the current rate  
35 established in the Classified Salary Schedule, for each hour or portion of an hour  
36 worked; and those whose regularly assigned time requires them to work between  
37 12:00 midnight and 7:00 a.m. shall be paid shift differential pay at the current rate  
38 established in the Classified Salary Schedule for all hours worked. No shift  
39 differential pay shall be paid to an employee whose regular shift ends at or before  
40 6:00 p.m. nor to an employee whose regular shift starts at or after 6:00 a.m.  
41

42 Employees assigned to such work who are nevertheless ordered to temporary  
43 daytime work for periods not to exceed twenty (20) working days each shall suffer  
44 no reduction in compensation by reason of the temporary change. Shift differential  
45 pay shall terminate effective the first day that the employee is reassigned to  
46 daytime hours.



ARTICLE VI – DAYS AND HOURS OF EMPLOYMENT (continued)

1 Shift differentials will be increased by the same percentage as the salary increase  
2 each year for the duration of this Agreement. The District agrees to notify the  
3 CSEA president each year regarding the amounts of the shift differentials.  
4

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

10  
11 1. **Standard Workweek.** Any time worked in excess of eight (8) hours in any  
12 one (1) day or on any one (1) shift, or in excess of forty (40) hours in a  
13 calendar week (except as provided for in Education Code, Section 45127).  
14 An employee with an average workday of four (4) hours or more during the  
15 standard workweek shall be compensated for any work required to be  
16 performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day following the  
17 commencement of the standard workweek at a rate equal to one and one-  
18 half (1 ½) times the regular rate of pay of the employee designated and  
19 authorized to perform the work. An employee having a standard workweek  
20 of fewer than four (4) hours shall, for any work required to be performed on  
21 the seventh (7<sup>th</sup>) day following the commencement of the workweek, be  
22 compensated at a rate equal to one and one-half (1 ½) times the regular rate  
23 of pay of the employee designated and authorized to perform the work.  
24

25 2. **Four/Ten (4/10) Workweek.** Any time worked in excess of the ten (10)  
26 hours in any one (1) day or work performed on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), or  
27 seventh (7<sup>th</sup>) days. An employee working an average workday of five (5)  
28 hours or less shall be compensated at the rate of one and one-half (1 ½)  
29 times the regular rate for work required on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>)  
30 day.  
31

32 3. **Nine (9) Hours Per Day, Eighty (80) Hours Per Two (2) Weeks.** Any  
33 time worked in excess of nine (9) hours in any one (1) day or in excess of  
34 eighty (80) hours in a two (2) week period shall be compensated at the rate  
35 of one and one-half (1 ½) times the regular rate of pay of the employee  
36 designated and authorized to perform the work.  
37

38 4. **Holiday Work.** Employees who perform authorized work on days declared  
39 to be holidays shall receive compensation at the rate of time and one-half (1  
40 ½) in addition to the pay to which the employee is otherwise entitled for the  
41 holiday.  
42

43 5. **Approval.** Employees must receive advanced approval for any overtime to  
44 be worked. All approved overtime assignments will be placed in writing by  
45 the appropriate department head/site administrator or designee no later than

ARTICLE VI – DAYS AND HOURS OF EMPLOYMENT (continued)

1                   the workday following the day the overtime was worked. Upon request,  
2                   employees will receive a copy of the authorization for overtime.  
3

4    **J.    COMPENSATORY TIME OFF.** An employee who works assigned  
5    overtime shall have the option to accumulate compensatory time credit in  
6    lieu of cash payment. If the service needs of the District will not be  
7    impaired, absence for credited time may be granted by the appropriate  
8    shop/office manager. When compensatory time off is authorized in lieu of  
9    cash compensation, such compensatory time off shall be granted within the  
10   twelve (12) calendar months following the month in which the overtime as  
11   worked and without impairing the service rendered by the District. Such  
12   compensatory time off shall be at the rate of time and one-half (1 ½). In  
13   accordance with the Fair Labor Standards Amendments of 1985, an  
14   employee may accrue no more than two hundred forty (240) hours  
15   compensatory time.  
16

17   **K.    ASSIGNMENT AND DISTRIBUTION OF OVERTIME.** Assignment of  
18   overtime shall be made in order to distribute and rotate overtime as equally as is  
19   practical among eligible, qualified employees in the bargaining unit within each  
20   work location and classification. Overtime for all employees (including  
21   provisionals and substitutes) will be posted in each of the shops in the Maintenance  
22   Yard, Transportation Yard, and Nutrition Services. An up-to-date account of  
23   overtime worked and charged to the employee will be posted on the first workday  
24   of each quadriweekly period. The daily log will be made available upon employee  
25   request. Overtime shall be offered to provisional and substitute employees only  
26   when no qualified regular (permanent or probationary) employee is available and  
27   willing to work. Any employee working out of classification will not be eligible to  
28   work overtime in his/her regular position unless it is determined by the  
29   manager/supervisor that there are no other employees available in the classification.  
30   District managers/supervisors shall have the right to determine whether a need  
31   exists or whether a job must be completed and to assign employees required to  
32   meet the need. An employee may refuse overtime work, except when the District  
33   determines that an emergency exists, the manager/supervisor shall be empowered  
34   to direct the employee to work the overtime.  
35

36   **L.    CANCELLATION OF SCHEDULED, NON-CONTIGUOUS WORK.** If, after  
37   the employee has reported for previously scheduled work which is not contiguous  
38   with his/her regular workday, such work is canceled, the employee shall be  
39   compensated for two (2) hours of work at the appropriate rate. The District  
40   reserves the right to assign alternate tasks during this two (2) hour period.  
41

42   **M.    CALL-INS, CALL-BACKS.** The needs of the District and the personal wishes of  
43   the employee shall be considered when an employee is requested to work outside of  
44   his/her regular job schedule. District managers/supervisors shall have the right to  
45   determine whether an emergency exists or whether a job must be completed and to  
46   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  
12 to perform unscheduled, emergency-type work as part of his/her regular  
13 classification on a day when the employee is not scheduled to work shall receive a  
14 minimum of three (3) hours pay at the appropriate rate of pay under this  
15 Agreement.

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

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

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

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

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

ARTICLE VI – DAYS AND HOURS OF EMPLOYMENT (continued)

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

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

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

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

R. **BUS DRIVER WORKDAY.** All bus drivers shall work an eight (8) hour workday, five (5) days per week. The eight (8) hour work day shall be assigned within a period of eleven (11) consecutive hours with a maximum of three (3) hour split in the assignment effective July 1, 2011.

S. **TRANSPORTATION YARD PROCEDURES.** The Transportation Yard Procedures shall be included as an appendix to the Collective Bargaining Agreement. The Transportation Yard Procedures are negotiable, and are grievable under Article XIII. District and CSEA agree to assemble a subcommittee of not more than seven (7) people per side, to discuss, by mutual agreement, any changes that might be required. Such recommended changes will be submitted to the District and CSEA for inclusion in the Agreement or MOU and presented to CSEA for ratification and then to the Board for approval. Language pertaining to the annual review such as currently identified in Section VII of the Yard Procedures will be removed.

T. **WORKYEAR.** Effective July 1, 1993, employees assigned to a twelve (12) month calendar will have a standard work year of two hundred sixty (260) days per fiscal year. This standardized work year will be achieved by implementing, as necessary, no more than two (2) equalization days which will be scheduled by the District during the winter recess period. Such equalization days will have no impact on the

ARTICLE VI – DAYS AND HOURS OF EMPLOYMENT (continued)

1 employees' annual salaries; however, necessary adjustments to quadriweekly  
2 warrants will occur in QW 14. If an employee is required to work on an identified  
3 equalization day(s), he/she has the option to accrue compensatory time off at the  
4 "straight time" rate. Utilization of accrued compensatory time is subject to  
5 provisions specified in Article VI, Section J., of this Agreement.  
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## ARTICLE VII

### Holidays

5 A. **SCHEDULED LEGAL HOLIDAYS.** The District agrees to supply all employees  
6 in the bargaining unit with the paid holidays included below. The District shall set  
7 the date of each holiday annually and shall make available to each employee a school  
8 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	Memorial Day
Thanksgiving Day	
Christmas Eve	

19 \*Independence Day does not apply to ten (10) month employees (traditional, year-  
20 round or flex) including 202, 204, and 217 day employees whose assignments do not  
21 include this date.

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

27 C. **DESIGNATED HOLIDAYS FOR EMPLOYEES ASSIGNED TO A YEAR-  
28 ROUND SCHOOL OR FLEX CALENDAR.** The paid legal and designated  
29 holidays for ten (10) month employees assigned to a year-round school or flex  
30 calendar shall be the same paid legal and designated holidays afforded employees  
31 assigned to a traditional school calendar.

32  
33 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	Friday following
Thanksgiving Day	Thanksgiving Day
Christmas Eve	Christmas Eve
Christmas Day	Christmas Day
New Year's Day	New Year's Day

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ARTICLE VII - HOLIDAYS (continued)

1	Dr. M. L. King, Jr. Day	Dr. M. L. King, Jr. Day
2	Lincoln Day	Lincoln Day
3	Washington Day	Washington Day
4	Memorial Day	Memorial Day

5  
6 \*\*In an effort to equalize holidays among employees who work non-  
7 traditional school year calendars, the Friday following Thanksgiving Day  
8 does not apply to year-round ten (10) month employees or flex ten (10)  
9 month employees including 202, 204, and 217 day employees whose regular  
10 assignment includes Independence Day.

11  
12 Except as described in the above paragraph, when a holiday to which an  
13 employee is entitled as described occurs while the employee is off-track or on  
14 a flex-recess, the holiday shall be paid as a holiday.

15  
16 **D. DESIGNATED HOLIDAYS FOR EMPLOYEES PARTICIPATING IN**  
17 **FOUR/TEN (4/10) OR NINE/EIGHTY (9/80) PILOT PROJECTS.** The number  
18 of hours of a holiday for employees participating in four/ten (4/10) or nine/eighty  
19 (9/80) pilot project workweeks shall be the same number of hours afforded  
20 employees assigned to a standard workweek. The pilot project will specify the  
21 manner in which equity will be maintained.

22  
23 **E. HOLIDAY PAY.**

24 1. **Eligibility.** All probationary or permanent employees that are part of the  
25 classified service shall be entitled to holiday pay as provided herein, provided  
26 they are in a paid status during any portion of the working day immediately  
27 preceding or succeeding the holiday.

28  
29 2. **Rate of Pay.** Holiday pay shall be at the rate the employee would have  
30 received had the day not been a holiday.

31  
32 a. Employees who fill a less than full-time assignment will be entitled to  
33 holiday pay based on the percentage of time they are assigned  
34 regardless of the manner in which they are assigned.

35  
36 (1) **Example 1:** A fifty percent (50%) assignment = twenty (20)  
37 hours per week at four (4) hours per day for each of five (5)  
38 days. Employees who are assigned at four (4) hours per day  
39 for each of five (5) days per fifty percent (50%) assignment =  
40 twenty (20) hours per week at eight (8) hours per day for two  
41 (2) days and four (4) hours for one (1) day. Employees who  
42 are assigned two and one-half (2 ½) days per week also earn  
43 and receive holiday pay for four (4) hours per holiday.

44  
45 (2) **Example 2:** A fifty percent (50%) assignment = twenty (20)  
46 hours per week at eight (8) hours per day for two (2) days and  
47 four (4) hours for one (1) day. Employees who are assigned

ARTICLE VII - HOLIDAYS (continued)

1 two and one-half (2 ½) days per week also earn and receive  
2 holiday pay for four (4) hours per holiday and the work site is  
3 entitled to the difference between the twenty (20) assigned  
4 hours and the four (4) holiday hours, or a total of sixteen (16)  
5 hours for the week.) It is the joint responsibility of the  
6 department head/site administrator and the employee to  
7 rearrange the assigned work hours in the week in which a  
8 holiday falls to implement this concept.  
9

10 b. When a holiday immediately follows the completion of a specific  
11 assignment by a regular employee in a position other than the one to  
12 which he/she is regularly assigned, the employee shall be paid for the  
13 holiday at the rate for the regular assignment.  
14

15 c. When a holiday immediately precedes the first day of service by a  
16 regular employee in a new assignment either on a probationary or  
17 permanent basis, the employee shall be compensated for the holiday  
18 at the rate of his/her assignment immediately preceding the holiday.  
19

20 3. **Holidays During Winter Recess.** Employees whose regular assignments do  
21 not require their attendance at work during the winter recess period, but  
22 who have been compensated for any portion of the working day next  
23 preceding or immediately following the recess period, shall be entitled to pay  
24 for legal holidays. Assigned time shall be the basis for all holiday pay. (See  
25 Section E.2.a. of this Article.)  
26

27 4. **Holidays on Weekend.** When a holiday falls on the first day of an  
28 employee's weekend, the employee shall observe the immediately preceding  
29 day as though it were a holiday. When a holiday falls on the second day of  
30 an employee's weekend, the employee shall observe the following day as  
31 though it were a holiday. The two (2) days that employees are not regularly  
32 required to work when they are assigned on a typical workweek will be  
33 considered their "weekend."  
34

35 5. **Holiday on Vacation or Paid Leave.** When a holiday occurs while an  
36 employee is on vacation or a paid leave of absence, the holiday shall be paid  
37 as a holiday and not charged against any leave benefits.  
38

39 6. **Paid Military Leave.** Paid military leave shall not be deemed to be paid  
40 leave of absence for purpose of this rule.  
41  
42



1 **ARTICLE VIII**

2  
3 **Leaves of Absence**

4  
5  
6 A. **SICK LEAVE.** Every full-time probationary and permanent employee in a paid  
7 status shall be allowed full pay for absence caused by personal illness or personal  
8 incapacity as follows:

9		
10	12-Month Employees	106.08 hours per year
11		
12	217-Day Employees	88.54 hours per year
13		
14	204-Day Employees	83.23 hours per year
15		
16	202-Day Employees	82.42 hours per year
17		
18	200-Day Employees	81.60 hours per year
19		

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

- 22
- 23 1. Each employee who receives an initial appointment after July 1 shall be
- 24 credited as of the date of his/her appointment with a number of days
- 25 proportional to the remainder of his/her assigned work year.
- 26
- 27 2. An employee serving an initial provisional or probationary period shall not be
- 28 eligible to be paid for more than half the days of full pay for illness provided
- 29 until the first day of the pay period after completion of one hundred thirty
- 30 (130) days of paid service in a regular assignment.
- 31
- 32 3. Thereafter, as long as he/she remains a regular employee, he/she will be
- 33 credited annually with the number of full-pay illness days provided for
- 34 his/her assignment year.
- 35
- 36 4. The employee who does not complete the year of service after the July 1
- 37 yearly grant of sick leave according to his/her assignment shall have the sick
- 38 leave balance reduced proportionally to the number of days to the date of
- 39 his/her departure from the District. This adjustment may result in an
- 40 overpayment which would be handled as described in Article V, Section A.3.
- 41

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

44  
45 C. **CUMULATIVE SICK LEAVE USE SUBJECT TO PROOF.** All employees are  
46 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, the  
9 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           2.       **Absence Exceeding Five (5) Months.** Employees who have been absent  
2           from duty because of illness or injury for a period of more than five (5)  
3           school months shall be cleared by their own physician and shall submit the  
4           required form to the District-designated physician for review and clearance.  
5
- 6           3.       **Return From Military Service.** Employees returning from a leave of  
7           absence for military service exceeding two (2) calendar months shall be  
8           cleared by their own physician and shall submit the required form to the  
9           District-designated physician for review and clearance.  
10
- 11          4.       **Health Report Required At Any Time.** The Assistant Superintendent,  
12          Human Resource Services, or his/her designee may require and direct an  
13          employee to submit to a physical examination should it appear to be  
14          necessary for the best interests of the District. These examinations may be  
15          made by the District-designated physician at District expense, or by the  
16          employee’s physician at the employee’s expense.  
17
- 18          5.       **Health Reports Made To The District-Designated Physician.** The report  
19          of the examining physician shall be made to the District-designated physician  
20          on the District required form and shall include a response to all items listed  
21          therein.  
22
- 23          6.       **Special Health Examination Required.** The Assistant Superintendent,  
24          Human Resource Services, or his/her designee may require any employee  
25          who has been permitted to return to duty under the terms of this Agreement  
26          and who is again absent by reason of illness or accident during the same  
27          calendar year for a period of one (1) month or more to report to the District-  
28          designated physician for a health examination.  
29
- 30       H.       **REQUIRED HEALTH EXAMINATIONS.** The Assistant Superintendent, Human  
31       Resource Services, or his/her designee may require an employee to report for a health  
32       examination when in his/her judgment it is apparent that the employee or the District  
33       may be harmed if the condition/situation is allowed to continue. It is the District’s  
34       right to require a medical examination of any employee by a physician of its choice  
35       at its discretion and expense. If the report of the physician shows the employee is in  
36       an unfit condition to perform regular duties, the employee may be required to absent  
37       himself/herself by being placed on administrative leave not to exceed five (5) days  
38       until a determination of leave status is made by Human Resource Services. If  
39       the health examination is given other than during the employee's regular working  
40       hours, the employee shall be granted time off equal to that required for the  
41       examination. Overtime provisions shall apply. The maximum time creditable for  
42       an examination shall be two (2) hours.  
43
- 44       I.       **STATUTORY LEAVE.** All permanent and probationary classified employees  
45       absent from duty because of personal illness who have exhausted their full-pay  
46       illness allowance leave shall be eligible for one hundred (100) days (eight hundred

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,  
19 and 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  
26 needs child in which case age shall not be a consideration. Employees may  
27 utilize the balance of their adoption leave upon placement of the child into the  
28 unit member's home. If both parents are employees of the District, the  
29 maximum combined length remains six (6) weeks.

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

35  
36 The utilization of Adoption Leave does not preclude unit members from  
37 taking 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  
40 manager of the anticipated beginning and ending dates of the absence.

41  
42 4. **Following the adoption,** the employee shall provide to the appropriate  
43 manager 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  
6 required beyond that provided in this Agreement. (See Section R for  
7 definition of immediate family.)  
8
- 9 2. **Accident, involving his/her person or property** or the person or property  
10 of 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,  
14 party, or witness under subpoena or any order made with jurisdiction.  
15
- 16 4. **Paternity.**
- 17 5. **Illness in the immediate family of the employee.** (See Section R for  
18 definition of immediate family.)  
19
- 20 6. **Protection of the employee's home** in the event of a catastrophe such as  
21 flood, fire, civil unrest, or earthquake.  
22
- 23 7. **Compelling Personal Reasons.** Maximum of four (4) days per fiscal year;  
24 prior approval of the absence by the appropriate manager/supervisor  
25 normally required at least two (2) days prior to such leave, for business or  
26 other legal activity of serious and compelling personal importance, that  
27 cannot be conducted before or after the workday. The reason for this leave  
28 need not be disclosed by the employee. Leave for compelling personal  
29 reasons shall not be approved on days immediately before or immediately  
30 after a District calendared holiday unless the manager/supervisor determines  
31 that exceptional circumstances exist.  
32

33  
34 Leave shall be approved except when said leave would seriously interrupt  
35 the 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  
46 provisions of the workers' compensation insurance law, shall be allowed for

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 each injury or illness full salary from the first day of absence not to exceed  
2 four hundred eighty (480) working hours. Employees assigned less than full  
3 time shall be entitled to a proportionate allowance according to their percent  
4 of assignment. Allowable leave under this Section shall not be cumulative  
5 from year to year.  
6

7 3. **Rate of Payment For Leave.** Payment for industrial injury or illness leave  
8 on any day shall not, when added to award granted an employee under the  
9 workers' compensation laws of this state, exceed the normal wages for the  
10 day. The normal wages for the day shall, in the case of employees paid on an  
11 hourly 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'  
18 compensation insurance benefits after entitlement to industrial injury or  
19 illness leave is exhausted, he/she shall then be placed on regular sick leave,  
20 vacation leave, accumulated compensating time off, and personal leave prior  
21 to being granted statutory leave. If, when an employee goes on regular sick  
22 leave or other type of leave or compensating time off, he/she is receiving  
23 workers' compensation insurance benefits, he/she shall be entitled to use only  
24 so much of such other leave benefits which, when added to workers'  
25 compensation insurance benefits, provide for a normal full day's wage or  
26 salary.  
27

28 If the employee is no longer receiving workers' compensation insurance  
29 benefits but is still unable to return to work as determined by the district-  
30 designated physician, he/she shall then be placed on regular sick leave or  
31 other available leave as provided in this section.  
32

33 6. **Required Reports.** Before salary payments will be made to an employee  
34 absent because of industrial injury or illness, the required report of such an  
35 accident or illness must be on file in the Risk Management Branch.  
36

37 7. **Leave Without Pay.** After the expiration of paid leave as provided in this  
38 Section, an employee who is unable to return to work as determined by  
39 his/her own physician and the District-designated physician may be granted a  
40 leave without pay for one (1) year. Such leave may be extended for one (1)  
41 additional year for good and sufficient cause. If there is a difference of  
42 opinion between the employee's physician and the District-designated  
43 physician, the employee may submit an additional medical opinion for  
44 consideration.  
45

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1           8.     **Seniority Credits.** Periods of leave under this Section, either paid or unpaid,  
2           shall not be considered to be a break in service of the employee. An  
3           employee while on such leave shall continue to receive seniority credit.  
4
- 5           9.     **Return to Work.**  
6
- 7           a.     It is the intent of the District to return employees to work from a  
8           worker’s compensation injury or illness whenever possible.  
9
- 10          b.     Employees must submit medical clearance for return to work to their  
11          work location/site.  
12          c.     All return to work requests related to a worker’s compensation injury or  
13          illness will be reviewed by the immediate supervisor in conjunction  
14          with Risk Management.  
15
- 16          d.     Employees must be cleared by Risk Management before being allowed  
17          to return to work.  
18
- 19          e.     In cases where the employee is permanent and stationary, an interactive  
20          meeting will be convened between the District, (including but not  
21          limited to Risk Management, the immediate supervisor, and Human  
22          Resource Services), and the employee, and his/her legal representatives  
23          or any other representative including but not limited to a CSEA  
24          representative to discuss returning to work.  
25
- 26          f.     All return to work requests which specify modified duty shall be  
27          reviewed by the immediate supervisor and Risk Management to  
28          determine if work can be provided in the employee’s classification or  
29          related classifications. If modified duty is approved, the District will  
30          make the final determination of the appropriate duty.  
31
- 32         10.    **Payments While On Leave.** During all paid leaves of absence as provided  
33         in this Section, the employee shall endorse to the District benefit checks received  
34         under state workers' compensation laws. The District shall issue to the employee  
35         appropriate warrants and payments of wages and shall deduct normal retirement  
36         and all authorized contributions. If combined payments under this Section total  
37         less than the normal full salary, as in the case of statutory leave, the employee  
38         shall not be required to endorse to the District benefit checks received under  
39         workers' compensation laws.  
40
- 41         11.    **Placement on Reemployment List.** When all available leaves of absence, paid  
42         or unpaid, have been exhausted and if the employee is not medically able to  
43         assume the duties of his/her position, he/she shall, if not placed in another  
44         position, be placed on a reemployment list for a period of thirty-nine (39)  
45         months. When available, during the thirty-nine (39) month period, he/she shall  
46         be employed in a vacant position in the classification of his/her previous



ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 assignment over all available candidates, except for a reemployment list  
2 established because of lack of work or lack of funds, in which case he/she shall  
3 be listed in accordance with appropriate seniority requirements. If an employee's  
4 former classification has ceased to exist during his/her absence, the employee  
5 shall be assigned to a vacant position in a comparable classification for which  
6 qualified. An employee who has been placed on such a reemployment list and  
7 who has been released for return to duty and who fails to accept a position in  
8 his/her classification shall be subject to dismissal.

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

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

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 for the entire period of such service, which must be submitted to the payroll  
2 clerk at the conclusion of such service.

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

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

19  
20 O. **ABSENCE FOR EXAMINATION.**

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

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

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

40  
41 P. **LEAVES OF ABSENCE WITHOUT PAY.**

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

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1 (4) Absent on leave for rest and recuperation.  
2  
3 c. An employee returning from leave of absence who does not come  
4 within the above provisions will be assigned to a vacant position in  
5 the classification in which the employee holds status. If no such  
6 vacant position is available, the employee's name shall be placed on  
7 the reemployment list for the classification for a period of thirty-nine  
8 (39) months. He/she may return to a vacant position in a  
9 classification at the same or a lower salary level for which he/she is  
10 qualified.  
11  
12 5. **Benefits While On Leave.** Time elapsed while on leave of absence without  
13 pay shall not be counted toward seniority for promotion, compensation, sick  
14 leave, or vacation privileges, except an employee absent on leave for study or  
15 government service shall include such time toward qualifying for  
16 advancement to the next higher step in the salary range in accordance with  
17 this Agreement, and an employee absent on military leave shall be accorded  
18 all the rights and privileges granted by the Education Code and the Military  
19 and Veterans Code.  
20  
21 6. **Liability of District.** The District shall be free of any liability for the  
22 payment of any compensation or damages now or hereafter provided by law  
23 for the death or injury of any employee of the District when the death or  
24 injury occurs while the employee is on leave of absence without pay.  
25  
26 7. **Cancellation of Leave.** An employee may, for cause, request cancellation  
27 of any leave of absence. The Board of Education may, for cause, cancel any  
28 leave of absence and the employee shall then report for duty not later than the  
29 third working day following receipt of notification of such cancellation,  
30 provided that available transportation facilities will permit him/her to report  
31 within that period.  
32  
33 8. **Employment While On Leave.** An employee, while on leave of absence,  
34 may not accept other gainful employment with another employer, except  
35 ordered military, other government service, or per Section P.2.d above  
36 without express prior approval of the Board of Education.  
37  
38 Q. **MILITARY LEAVE OF ABSENCE.**  
39  
40 1. **Applicability of Provision For Certificated Employees.** In addition to the  
41 rights, privileges, and obligations regarding military leaves of absence which  
42 by law apply to classified employees, all such rights, privileges, and  
43 obligations by law made applicable to certificated employees shall likewise  
44 apply to classified employees as though the words "in positions not requiring  
45 certification qualifications" appeared in the law in place of the words "in  
46 positions requiring certification qualifications."

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  
21       sequentially and immediately, the employee must notify his/her supervisor  
22       immediately following the death of a member of his/her immediate family. The  
23       leave must be 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  
26       leave be deducted from leave granted by other Sections of this Agreement or  
27       provided by the governing board. Member of the immediate family, as used in  
28       this Section, means the mother, father, grandmother, grandfather, child or  
29       grandchild of the employee or of the spouse of the employee, and the spouse,  
30       son-in-law, daughter-in-law, brother, sister, brother-in-law, or sister-in-law  
31       of the employee, or any person having a principal place of residence in the  
32       immediate household of the employee, including registered domestic partners  
33       and their immediate family.  
34
- 35    S.     **IMMINENT DEATH LEAVE.** Every probationary and permanent employee shall  
36       be entitled to two (2) days imminent death leave per fiscal year at full pay. Such  
37       leave shall not be cumulative and shall be authorized when death of a member of the  
38       immediate family is imminent. (See Section R. for definition of immediate family.)  
39
- 40    T.     **QUARANTINE.** Classified employees under personal quarantine by order of the  
41       health officer of the city or county, whether because of their own illness or on  
42       account of the illness of others, shall be paid for such period of quarantine as is  
43       required in the exigencies of the case, provided that pay for such period of absence  
44       shall not be for more than two (2) weeks in any period and that no more than two (2)  
45       separate periods of personal quarantine shall be paid for in any school year to any

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1           one (1) employee. General periods of quarantine shall not be counted as times of  
2           personal quarantine.

3  
4       U.     **PERSONAL LEAVE.** All probationary and permanent classified employees may  
5           be granted a discretionary leave up to two (2) days per fiscal year (non-cumulative)  
6           at half pay for any purpose provided that a qualified substitute, if needed, is available.  
7           In each instance, the employee is required to make the request in advance, and the  
8           granting of the leave is subject to the approval of the employee's department head.

9  
10       V.    **TRANSFER OF ACCUMULATED SICK LEAVE.** Education Code, Section  
11           45202, as currently adopted is incorporated by reference into this Agreement.

12  
13       W.    **SICK LEAVE DONATION PROGRAM.** The Sick Leave Donation Program is  
14           created pursuant to Education Code, Section 44043.5. The purpose of the Sick Leave  
15           Donation Program is to provide assistance to bargaining unit members suffering from  
16           a catastrophic physical illness or injury. This Sick Leave Donation Program provides  
17           employees with an opportunity to be restored to health so they may return to work.  
18           Additional information, including the forms, may be found in Appendix C of this  
19           Agreement.

20  
21       1.     **Definitions:** As used herein the following definitions are agreed to in  
22           reference to the Sick Leave Donation Program.

23  
24           a.     Workday: A work day, for the purposes of this Article, is a day  
25           when designated parties to the approval process are at work for all  
26           or part of the day.

27  
28           b.     Donation Day: A donation day is defined as eight (8) hours for all  
29           employees.

30  
31           c.     Pay: Pay is defined as the employee's regular daily rate excluding  
32           additional hours, overtime, and temporary upgrades.

33  
34           d.     Extended Sick Leave: These are additional days of sick leave which  
35           have been donated by other District employees, both bargaining unit  
36           members and employees who are not members of the bargaining  
37           unit, from their own accrued monthly sick leave balances. These  
38           days of additional leave may be used to extend the recipient's sick  
39           leave and this leave may be taken on either consecutive or non-  
40           consecutive dates. The extended absence of the recipient must be  
41           due to the same illness or injury, conforming to the requirements for  
42           use of statutory sick leave. Illness or injury which qualifies as  
43           Workers' Compensation Leave is excluded from this program.

44  
45           e.     Catastrophic Illness or Injury: Catastrophic illness or injury is  
46           defined as an illness or injury that has been concisely identified as

ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1                   such by the treating physician; the medical prognosis is the  
2                   employee will be incapacitated for an extended period of time; and  
3                   the employee’s absence exceeds the individual’s accrued paid leave.
- 4           2.    **Eligibility Requirements for Leave Recipients.**
- 5
- 6           a.    A bargaining unit member is eligible for extended sick leave if;
- 7
- 8                   (1)    He/she has exhausted all of his/her accrued paid leave, which  
9                   includes, but is not limited to, sick leave and vacations.
- 10
- 11                  (2)    He/she is suffering from a catastrophic illness or injury that  
12                  is expected to incapacitate him/her for an extended period of  
13                  time.
- 14
- 15                  (3)    The incapacity suffered by the employee requires him/her to  
16                  take time off from work beyond the number of days covered  
17                  by the employee’s accrued paid leave and financial hardship  
18                  would result for the bargaining unit member.
- 19
- 20           b.    The maximum number of days which a recipient may receive for the  
21           same illness shall be no more than the total number of duty days in the  
22           employee’s work year.
- 23
- 24           c.    Sick leave and vacation days accrued by the recipient during the time  
25           he/she is on extended sick leave shall be credited against the  
26           employee’s days of absence. These days are in addition to the  
27           maximum number of days of extended sick leave which the recipient  
28           is entitled to receive.
- 29
- 30           d.    Unit members receiving remuneration under worker’s compensation  
31           provisions shall not be eligible to draw extended sick leave.
- 32
- 33           e.    Employees who may be eligible for disability payments under the  
34           Public Employees Retirement System (PERS) shall apply for benefits  
35           at the earliest opportunity. Upon approval for receipt of PERS or  
36           STRS disability payments, the unit member’s eligibility to continue to  
37           draw extended sick leave shall cease.
- 38
- 39           3.    **Guidelines for Donor Participants.**
- 40
- 41           a.    Any member of the bargaining unit who has available monthly sick  
42           leave balances may donate to an employee who is in need of extended  
43           sick leave. The required minimum donation shall be one (1) day  
44           (eight [8] hours).
- 45



ARTICLE VIII – LEAVES OF ABSENCE (continued)

- 1                   b.     Employees who are not members of the bargaining unit may also  
2                   donate to the employee who is in need of extended sick leave, but  
3                   under the provisions of this program, these employees will not be  
4                   eligible to draw such leave.  
5  
6                   c.     If an employee wishes to contribute more than one (1) day, he/she  
7                   may donate up to a total of five (5) days per year to a specific  
8                   employee who has been authorized for extended sick leave.  
9                   Employees donating more than one (1) day must have a balance of  
10                  twenty (20) days of accrued monthly sick leave at the time of  
11                  donation.  
12  
13                  d.     Donating employees must acknowledge in writing the donation is  
14                  voluntary, irrevocable, and confidential and this written  
15                  acknowledgement must be submitted to the Director of Payroll.  
16                  Leave donated within the provisions of this program shall be  
17                  deducted from the employee’s accrued monthly sick leave days  
18                  only.  
19

20           4.     **Application and Approval Process for Extended Sick Leave.**  
21

- 22                  a.     In the event a bargaining unit employee suffers a catastrophic illness  
23                  or injury, he/she shall notify his/her immediate supervisor or the  
24                  payroll clerk at his/her work site as to the reason for his/her absence  
25                  and identify said reason as a catastrophic illness or injury. A  
26                  Request to Participate in Sick Leave Donation Program form shall  
27                  be submitted by the affected employee to his/her principal/site  
28                  administrator or his/her designee before paid sick leave is exhausted.  
29                  Medical verification of the catastrophic illness or injury shall be  
30                  provided by the requesting employee at the time the Request to  
31                  Participate in Sick Leave Donation Program form is submitted.  
32

33                                 In the event the unit member is personally unable to request this  
34                                 extension of sick leave, the unit member’s designee may make the  
35                                 request on behalf of the applicant.  
36

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

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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



ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 of the District will be least affected. Vacation shall be taken only at times  
2 approved by the department head or his/her designee; however, District  
3 managers and supervisors will consider the wishes of the employee when  
4 scheduling vacation. If there is a conflict in vacation dates requested by  
5 employees, the conflict will be resolved on the basis of the greatest seniority  
6 in the District; except that a more senior employee may not "bump" a less  
7 senior employee once the annual vacation schedule has been established.

- 8  
9 a. Vacation earned by 217-day work year employees shall be due them  
10 in the same manner as all other employees. They shall take vacation  
11 due them during winter and/or spring student vacation periods or, with  
12 the approval of the department head or his/her authorized  
13 representative, they shall be paid for vacation due them as of June 30;  
14 or they may take vacation at other times when it will least affect the  
15 efficiency of the District as mutually agreed upon by the employee  
16 and the immediate supervisor. During winter and/or spring student  
17 vacation periods, 217-Day employees are entitled to utilize the leave  
18 provisions detailed in this Article.
- 19  
20 b. All employees whose regular assignments begin and terminate with  
21 the opening and closing of the traditional school session or  
22 whose regular assignment is one hundred eighty-two (182) workdays  
23 on a year-round schedule shall be paid during winter, spring,  
24 summer, or intersession recess periods for vacation due them; or  
25 with the approval of the department head, requested vacation may be  
26 taken on student-free days or at other times.
- 27  
28 c. Effective the first day of any fiscal year (July 1) employees may have  
29 accumulated vacation credit not to exceed the amount of vacation  
30 credit earned in one and one-half (1 1/2) years of paid service. Upon  
31 notification, employees shall be given the opportunity to schedule and  
32 take vacation days in excess of this amount prior to July 1 subject to  
33 the needs of the District. Any excess vacation days not scheduled and  
34 taken by the employee shall be taken at the direction of the site  
35 administrator.
- 36  
37 d. If an employee has accumulated the maximum allowable vacation  
38 credit and a serious personal or work-related situation prevents using  
39 earned vacation, or the vacation is denied by the immediate  
40 supervisor, or vacation is canceled by the supervisor, the employee  
41 shall be permitted to request:
- 42  
43 (1) To receive in-lieu payment for any vacation balance in excess  
44 of the vacation credit earned in one and one-half (1-1/2) years  
45 of paid service; or  
46

ARTICLE VIII – LEAVES OF ABSENCE (continued)

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47

(2) To accumulate excess vacation.

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

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

ARTICLE VIII – LEAVES OF ABSENCE (continued)

1 of hours of employment which corresponds to six (6) months or one  
2 hundred thirty (130) days of paid service, whichever is longer, shall  
3 not be entitled to such compensation.  
4

5 5. **Vacation Credit While in Non-paid Status.** An Employee absent on  
6 leave without pay or an employee laid off for lack of work or lack of funds  
7 shall not accumulate vacation credit during the period of absence from  
8 active service.  
9

10 6. **Vacation Credit While on Military Leave.** Every employee who is a  
11 member of the National Guard or Naval Militia, or a member of the Reserve  
12 Corps or force in the federal military, naval or marine service, and who is  
13 granted a military leave of absence with pay, shall be granted all vacation  
14 privileges provided by the Military and Veterans Code.  
15

16 7. **Holidays During Vacation.** No deduction shall be made from the vacation  
17 credit of any employee for holidays occurring during the assigned vacation  
18 period of the employee.  
19

20 Y. **REPORTS REQUIRED.** Any classified employee absent for any of the reasons  
21 provided in this Agreement shall file with the principal, division head, or other  
22 designated officer such signed Certificate of Absence as requested. For the use of  
23 sick or statutory leave, all employees shall notify the immediate manager or the  
24 manager's designee of their intended absence prior to the beginning of the employee's  
25 workday.  
26

27 Z. **CASUAL ABSENCE.** Department heads shall have discretionary power, when the  
28 necessity demands, to grant to employees permission to be absent without loss of  
29 salary, parts of a day not exceeding one-half (1/2) day when good reason for such  
30 absence exists, provided that this power shall not be construed to confer the right to  
31 reduce the established number of working hours per month of the employee, and  
32 provided further that in no case shall the work of the department or division be  
33 materially retarded by the granting of such absence; and provided further that  
34 frequent requests from an employee for such absences, even for short periods, are to  
35 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 which 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.
4. An employee with permanent status may request a transfer from one position to another within the same classification. Such request shall be in writing and submitted to the Personnel Commission Administrator. A transfer request shall remain active through November 30 at which time the request must be



ARTICLE IX – TRANSFERS AND PROMOTIONS (continued)

1 renewed. No obligation shall exist to fill a position by transfer rather than  
2 by any other method of appointment; however, each employee will be  
3 notified that his/her transfer request has been received. Each transfer  
4 request will be so identified on the appropriate eligibility list(s). When  
5 there are no more than three (3) transfer requests on the eligibility list, each  
6 employee requesting a transfer will be interviewed for the available  
7 position. When there are more than three (3) transfer requests on the  
8 eligibility list, the person responsible for filling the position will select at  
9 least three (3) employees with the most seniority requesting a transfer to be  
10 interviewed.

11  
12 When an employee who has been interviewed, but not selected for the  
13 position, requests information on why she/he was not the successful  
14 candidate, this information will be shared with the employee.

15  
16 5. A permanent employee, upon transfer to another position in the same  
17 classification, shall assume permanent status in the new position and per  
18 Education Code, Section 45308, an employee transferred to a position in the  
19 same classification shall retain seniority credits already earned in that  
20 classification plus higher classifications.

21  
22 6. An employee transferred shall:  
23  
24 a. Receive the same step in the salary range for the new position.  
25  
26 b. Retain his/her anniversary date for receiving salary increments.  
27  
28 c. Retain his/her accumulated sick leave and vacation credits.

29  
30 7. Probationary bargaining unit employees are not eligible to request voluntary  
31 transfers except under unusual circumstances and with the concurrence of the  
32 immediate supervisor.

33  
34 8. Assignment to duties for which differential compensation is designated, other  
35 than a temporary assignment of less than twenty (20) working days, shall be  
36 made on the basis of seniority among those employees within the  
37 classifications who shall be notified and request such an assignment.

38  
39 9. When an employee becomes physically incapacitated for the performance of  
40 any of his/her duties as determined by the district-designated physician, the  
41 department head may with the approval of the Commission, transfer him/her  
42 to a position in a classifications of the same or lower salary level which  
43 he/she has the ability to fill or for which he/she may be expected to acquire  
44 the necessary ability with a reasonable program of in-service training. In case  
45 of transfer to a lower level, the employee shall receive the same salary he/she  
46 is receiving in his/her former classifications, but not to exceed the

ARTICLE IX – TRANSFERS AND PROMOTIONS (continued)

1                    maximum of the salary of the classification to which he/she is transferred.  
2                    The employee shall retain his/her anniversary date.

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**B. PROMOTION.**

1.        When there are no more than three (3) District promotional candidates in the first three (3) ranks on an eligibility list, each District promotional candidate will be interviewed.

All candidates in the first three (3) ranks will be offered the opportunity to interview.

2.        District promotional candidates will be identified as such on dual certification lists.

**C. GENERAL PROVISIONS.**

1.        When a manager is interviewing concurrently to fill more than one (1) vacant position in the same classification, a single interview of a candidate shall fulfill the requirements of interviewing for all such positions.

2.        A manager shall not be required to interview a candidate again, if that manager has interviewed that candidate for another vacant position in the 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. 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. Released 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 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 representative 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

### Department of Transportation Regulations

A. **SCOPE.** This Article applies to every employee of the Long Beach Unified School District who is required to hold a commercial driver’s license or who is required to operate a commercial motor vehicle as defined in the California Motor Vehicle Code.

B. **DEFINITIONS.**

1. **Driver.** Any person who operates a commercial motor vehicle. For the purposes of pre-employment testing, the term driver includes a person applying to drive a commercial vehicle. “Driver” includes but is not limited to full-time, regularly employed drivers, any casual, intermittent, or occasional drivers such as, parent substitutes, other volunteers (non-parent), and employees whose primary work duties are other than school bus driver.

2. **Commercial Motor Vehicle.** A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle is one of the following:

a. Has a gross combination weight of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.

b. Has a gross vehicle weight rating of 26,001 or more pounds.

c. Is designed to transport sixteen (16) or more passengers, including the driver.

d. Is of any size and is used in the transportation of hazardous materials requiring placards under the Hazardous Materials Regulations (Title 49, Code of Federal Regulations, part 172, subparagraph F).

e. Any vehicle used as a school bus.

3. **Safety Sensitive Functions.** For the purposes of this Article, the term “safety-sensitive” function shall mean “on-duty time” as defined in Title 49 of the Code of Federal Regulations, Section 395.2. “On-duty time” means “all of the time from the time a driver begins to work, or is required to be in readiness to work, until the time he/she is relieved from work and all responsibility for performing work.” Therefore, all functions performed by drivers are safety-sensitive functions for the purpose of this Article.

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**C. PROHIBITED CONDUCT.**

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
2. No driver shall remain on duty or operate a commercial motor vehicle while he/she possesses alcohol, as possession is defined by law.
3. No driver shall use alcohol while performing safety-sensitive functions.
4. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. No driver shall refuse to submit to any test required by law or this Article.
7. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when he/she uses any controlled substances, except when the use is pursuant to the instruction of a physician who has advised the driver that the substance does not adversely affect his/her ability to safely operate a commercial vehicle.
8. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if he/she tests positive for controlled substances.

**D. CONSEQUENCES OF PROHIBITED CONDUCT.**

1. No driver shall perform safety-sensitive functions, including driving a commercial motor vehicle, if he/she has engaged in conduct prohibited by this Article, unless the driver successfully completes a return-to-duty test, subject to the exception in Paragraph D.2. below. More specifically, before a driver returns to duty requiring the performance of safety-sensitive functions after engaging in conduct prohibited by this Article, he/she shall undergo a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved controlled substances.
2. No driver tested under this Article who is found to have an alcohol concentration of greater than 0.02 - but less than 0.04 - shall perform or continue to perform safety-sensitive functions for the employer, including driving a commercial motor vehicle. In this situation, the driver shall not continue to perform safety-sensitive functions until the start of his/her next

1 regularly scheduled work period, but not less than twenty-four (24) hours  
2 following administration of the test and until cleared by the District-  
3 designated physician or another physician provided by the District.  
4

5 **E. TESTING PROCEDURES.**

- 6
- 7 1. All tests conducted pursuant to this Article shall comply with the  
8 requirements as specified in Title 49 of the Code of Federal Regulations (49  
9 CFR Part 40).
  - 10
  - 11 2. Any tests that do not comply with the requirements as specified shall be rated  
12 as negative tests.
  - 13
  - 14 3. Affected employees may review reference copies of the Federal Regulations  
15 in the Transportation Branch or the Long Beach Chapter 2 CSEA Office.  
16

17 **F. PRE-EMPLOYMENT TESTING.**

- 18
- 19 1. Prior to the first time a driver performs safety-sensitive functions for the  
20 employer, he/she shall undergo testing for controlled substances and shall  
21 receive a controlled substances test result from a medical review officer.  
22
  - 23 2. The employer reserves the right not to employ an applicant who has received  
24 a controlled substances test indicating a verified positive test result.  
25
  - 26 3. Any dispute arising from pre-employment testing of persons not employed by  
27 the District is not subject to the grievance procedure.  
28

29 **G. POST-ACCIDENT TESTING.**

- 30
- 31 1. As soon as practicable following an accident involving a motor vehicle, the  
32 employer shall test for alcohol and controlled substances each surviving  
33 driver:  
34
    - 35 a. Who was performing safety-sensitive functions with respect to the  
36 vehicle, if the accident involved the loss of human life, or  
37
    - 38 b. Who receives a citation under state or local law for a moving  
39 violation arising from the accident.  
40
  - 41 2. If an alcohol test is not administered within two (2) hours following the  
42 accident, the employer shall prepare and maintain on file a record stating the  
43 reasons the test was not promptly administered. If the test is not administered  
44 within eight (8) hours following the accident, the test shall not be given.  
45  
46

ARTICLE XI – DEPARTMENT OF TRANSPORTATION REGULATIONS (continued)

- 1           3.       If a controlled substances test is not administered within thirty-two (32) hours  
2                       following the accident, the test shall not be given.  
3

4    **H.       RANDOM TESTING.**  
5

- 6           1.       The employer shall randomly select from all drivers for alcohol and  
7                       controlled substances testing during each calendar year in accordance with  
8                       applicable federal law. The minimum annual percentage rate for random  
9                       alcohol testing shall be twenty five percent (25%) of the average number of  
10                      driver positions. The minimum annual percentage rate for controlled  
11                      substances testing shall be fifty percent (50%) of the average number of  
12                      driver positions.  
13  
14          2.       The selection of drivers for random alcohol and controlled substances testing  
15                      shall be made by a scientifically valid method which ensures that each driver  
16                      shall have an equal chance of being tested each time selections are made.  
17  
18          3.       The employer shall ensure that the random tests are unannounced and that the  
19                      dates for administering the random tests are spread reasonably throughout the  
20                      calendar year. Every driver who is notified of selection for random testing  
21                      shall proceed to the test site immediately.  
22  
23          4.       A driver shall be subject to random alcohol and/or controlled substances  
24                      testing at the following times: while the driver is performing safety-sensitive  
25                      functions; just before the driver is performing safety-sensitive functions; or  
26                      just after the driver has ceased performing such functions.  
27  
28          5.       Drivers will not be recalled from an approved leave of absence for purpose of  
29                      random alcohol/controlled substances testing.  
30

31   **I.       REASONABLE SUSPICION TESTING.**  
32

- 33          1.       The employer shall require a driver to submit to an alcohol and/or controlled  
34                      substances test when the employer has reasonable suspicion to believe that  
35                      the driver has engaged in prohibited conduct, as set forth in this Agreement.  
36                      The employer's determination that reasonable suspicion exists must be based  
37                      on specific, contemporaneous, articulable observations concerning the  
38                      appearance, behavior, speech, or body odors of the driver.  
39  
40          2.       The person (Supervisor, Job Code S1, or Manager, Job Code M1 or M2) who  
41                      makes the determination that reasonable suspicion exists to conduct an  
42                      alcohol and/or controlled substances test shall not conduct the test of the  
43                      driver or participate in the chain of custody of any specimen for testing.  
44  
45          3.       A driver shall have the right to request to have a union representative  
46                      accompany him/her to a test site.

ARTICLE XI – DEPARTMENT OF TRANSPORTATION REGULATIONS (continued)

- 1 J. **RETURN-TO-DUTY TESTING.** The employer shall ensure that before a driver  
2 returns-to-duty requiring the performing of a safety-sensitive function after engaging  
3 in prohibited conduct, the driver shall undergo, as applicable, a return-to-duty alcohol  
4 test with a result indicating an alcohol concentration of less than 0.02; or a return-to-  
5 duty controlled substances test from a medical review officer indicating a verified  
6 negative result, except in the situation described in Section D.2.  
7
- 8 K. **TRANSPORTATION.**  
9
- 10 1. If a driver produces a test result indicating an alcohol concentration equal to  
11 or greater than 0.04, or if the driver produces a verified positive result of a  
12 controlled substances test, that driver shall be transported to his/her residence  
13 as arranged by the employer.  
14
- 15 2. If a driver is required to take an alcohol and/or controlled substances test  
16 because of reasonable suspicion as defined in Section I above, the driver shall  
17 be transported to his/her residence as arranged by the employer.  
18
- 19 L. **REFERRAL, EVALUATION, AND TREATMENT.**  
20
- 21 1. Each driver who has engaged in prohibited conduct, as defined in this Article,  
22 shall be advised of the resources available to the driver in evaluating and  
23 resolving problems associated with the misuse of alcohol and controlled  
24 substances.  
25
- 26 2. Each driver who engages in conduct prohibited by this Article shall be  
27 evaluated by a substance abuse professional who shall determine what  
28 assistance, if any, the driver needs in resolving problems associated with  
29 alcohol misuse and/or controlled substances use. The substance abuse  
30 professional shall be a person who has qualified for that position in accordance  
31 with applicable federal requirements.  
32
- 33 3. In addition, each driver identified as requiring assistance in resolving problems  
34 associated with alcohol misuse or controlled substances use shall be evaluated  
35 by a substance abuse professional to determine that the driver has properly  
36 followed any rehabilitation program prescribed by that professional. In  
37 addition, the driver shall be subject to unannounced follow-up alcohol and/or  
38 controlled substances tests administered by the employer following the  
39 driver's return to duty. The number and frequency of such follow-up testing  
40 shall be as directed by the substance abuse professional, and consist of at least  
41 six (6) tests in the first twelve (12) months following the driver's return to  
42 duty.  
43
- 44 4. The requirements relating to referral, evaluation, and treatment do no apply to  
45 applicants who have a pre-employment controlled substances test with a  
46 verified positive result.



ARTICLE XI – DEPARTMENT OF TRANSPORTATION REGULATIONS (continued)

1           5.     The employer recognizes that applicable federal law provides for assistance, in  
2           some instances, when a driver engages in conduct prohibited by law and this  
3           Article. The employer also reserves the right to impose disciplinary action, in  
4           accordance with applicable law, when a driver engages in conduct prohibited  
5           by law and this Article.

6  
7           6.     The choice of a substance abuse professional (an impartial, non-District  
8           employee), and the assignment for costs when the substance abuse  
9           professional determines that assistance is appropriate, is reserved to the  
10          employer.

11  
12     **M.     POSITIVE TESTS.**

13  
14          1.     A positive test for alcohol must be a confirmation test by an evidential breath  
15          testing device capable of printout and sequential numbering and must show an  
16          alcohol concentration of 0.01 grams of alcohol per two hundred ten (210) liters  
17          of breath or greater. Such a test is positive even if the concentration is caused  
18          by prescribed medication.

19  
20          2.     A positive test for controlled substances must be a confirmation test by gas  
21          chromatography/mass spectrometry techniques and must show one of the  
22          following:

- 23  
24             a.     15 NG/ML (Nanograms per Milliliter) of marijuana metabolite;  
25             b.     150 NG/ML of cocaine metabolite;  
26             c.     300 NG/ML of either morphine or codeine;  
27             d.     25 NG/ML of phencyclidine; or  
28             e.     500 NG/ML of amphetamine or methamphetamine;

29  
30             and, the medical review officer must conclude that there is no legitimate  
31             explanation, such as prescribed medication, for the result.

32  
33          3.     No positive test for controlled substances shall be reported to the employer  
34          until after:

35  
36             a.     The medical review officer has contacted the driver directly, on a  
37             confidential basis, and given the driver an opportunity to discuss the  
38             test results and the driver’s medical history, including medication, in  
39             confidence;

40  
41             b.     The medical review officer has given the driver, within seventy-two  
42             (72) hours of the driver’s notification that the test was positive, an  
43             opportunity to request that the remainder of the split sample be tested  
44             by a different forensic laboratory, certified by the Department of  
45             Health and Human Services; and

46

ARTICLE XI – DEPARTMENT OF TRANSPORTATION REGULATIONS (continued)

- 1 c. The remainder of the split sample has been tested and found to be  
2 positive, or no timely request for such a test is made by the driver.  
3
- 4 4. If the medical review officer concludes that there is a legitimate explanation  
5 for the positive test, such as prescription or over-the-counter medication or a  
6 negative result in the test of the remainder of the split sample, the medical  
7 review officer must report the test to the employer as a negative test.  
8
- 9 5. The medical review officer (an impartial, non-District employee) shall be a  
10 licensed physician with special training in substance abuse disorders, the  
11 medical use of prescription drugs and the pharmacology and toxicology of  
12 alcohol and controlled substances. The medical review officer shall not be an  
13 employee of the driver’s employer.  
14
- 15 6. The cut-off levels in this Section are those required for FHWA regulations.  
16 They will be automatically adjusted to be consistent with changes, if any in  
17 the levels specified by those regulations (Title 49, Code of Federal  
18 Regulations, Section 40.29, subdivision F).  
19

20 **N. EMPLOYEE INFORMATION.**  
21

- 22 1. The employer shall distribute this Article to each driver prior to the start of  
23 alcohol and controlled substances testing. The employer shall also distribute  
24 this Article to each driver hired after the adoption of this Article, and to each  
25 driver transferred into a position requiring a commercial vehicle license.  
26
- 27 2. The person responsible for answering employee questions concerning this  
28 Article shall be the Director of the Transportation Branch.  
29

30 **O. REQUIRED TRAINING.**  
31

- 32 1. All employees designated to determine whether reasonable suspicion exists to  
33 require a driver to undergo testing shall receive at least sixty (60) minutes of  
34 training on alcohol misuse and at least an additional sixty (60) minutes of  
35 training on controlled substances use.  
36
- 37 2. All drivers subject to this Article shall receive training on alcohol misuse and  
38 controlled substances misuse. In addition, two (2) CSEA stewards shall  
39 receive the same training provided to supervisors for reasonable suspicion  
40 determination.  
41

42 **P. RECORD RETENTION.**  
43

- 44 1. The employer shall retain all records in accordance with applicable federal  
45 law.  
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ARTICLE XI – DEPARTMENT OF TRANSPORTATION REGULATIONS (continued)

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2. The employer shall release driver information only as required by law or as expressly authorized or required by Department of Transportation Controlled Substances and Alcohol Use and Testing Rules and Regulations.
  
3. Under no circumstances shall any test results be released by the District to any subsequent employer or to any other person not covered in Section P.2. above without the express written consent of the employee.

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## ARTICLE XII

### Evaluation Procedure

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

B. **RATING OFFICERS.** Each employee is to be rated by the immediate supervisor, who is defined as the person who assigns, checks, and supervises the work of the employee and who is immediately responsible for the employee, or is most closely acquainted with the employee's performance. If the employee has more than one (1) immediate supervisor, each such supervisor may rate the employees work performance.

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

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

1. Probationary employees shall be rated at the end of the second, fourth, and sixth month from the date of appointment in that position.
2. Permanent employees shall be rated annually. The period of the annual rating shall be twelve (12) months following the date the employee gains permanence in his/her present position or twelve (12) months following subsequent regular or revised rating reports, except when the end of the rating period falls during a non-work period for a ten (10) or eleven (11) month employee. Such employee shall be rated within sixty (60) days prior to the last working day of the assigned work year.
3. Employees will receive a warning and counsel from the rater within ten (10) days of the occurrence of less-than-satisfactory performance. If the less-than-satisfactory performance occurs less than ten (10) days prior to an employee's formal rating, the rater shall warn and counsel the employee prior to the formal rating. The employee may request that a warning be put in writing. The employee may also request the name of the complainant(s) for any report of less-than-satisfactory performance which results in warning and counsel.
4. Raters shall include a statement of the facts and suggestions for improvement by completing an "Improvement Plan and Strategy for Assistance" form for

ARTICLE XII – EVALUATION PROCEDURE (continued)

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

ARTICLE XII – EVALUATION PROCEDURE (continued)

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

11  
12 No rating that is being appealed shall be placed in an employee's personnel file until  
13 the appeal process has been completed.

14  
15 **G. APPEAL OF WRITTEN REPRIMAND.** An employee may within fifteen (15)  
16 days of receipt of a written reprimand request a conference with the  
17 manager/supervisor who is the reviewer of the employee’s evaluation for the  
18 purposes of discussing concerns the employee has regarding the content of the  
19 written reprimand.

20  
21 Upon receipt of a written appeal, it will be the responsibility of the recipient to  
22 forward a copy to Employee Relations Services.

23  
24 If still dissatisfied with the written reprimand content, the employee may, within  
25 fifteen (15) days from the conference with the reviewer, file with the next higher  
26 supervisor a written appeal of the written reprimand. The next higher supervisor will  
27 have ten (10) days from receipt of a written appeal to determine if the content of a  
28 written reprimand is accurate or inaccurate. If the next higher supervisor determines  
29 that the written reprimand content is inaccurate, he/she shall order that within ten  
30 (10) days a new written reprimand be written or the original written reprimand be  
31 withdrawn, as applicable. The employee shall be given a copy of any new written  
32 reprimand which shall be placed in the employee’s personnel file. If the appeal is  
33 denied and the employee fails to proceed to the next level within the timelines  
34 outlined herein, the original written reprimand, together with the written appeal, shall  
35 be placed in the employee’s personnel file.

36  
37 If the above appeal is denied and the employee is still dissatisfied with the content of  
38 the written reprimand, the employee within fifteen (15) days from the conference  
39 with the reviewer may file with the appropriate Assistant/Deputy Superintendent or  
40 Chief Business and Financial Officer a written appeal of the written reprimand. The  
41 Assistant/Deputy Superintendent or Chief Business and Financial Officer will have  
42 ten (10) days from the receipt of a written appeal to determine if the content of the  
43 written reprimand is accurate or inaccurate. If the Assistant/Deputy Superintendent  
44 or Chief Business and Financial Officer determines the content of the written  
45 reprimand is inaccurate, he/she shall direct the immediate supervisor/manager to  
46 either rewrite or withdraw the written reprimand as he/she deems appropriate. The

ARTICLE XII – EVALUATION PROCEDURE (continued)

1 immediate supervisor/manager shall give a copy of the revised written reprimand to  
2 the employee and the revised written reprimand shall be placed in the employee’s  
3 personnel file. If the appeal is denied, the employee shall be notified in writing, and  
4 the written reprimand, together with the written appeal, shall be placed in the  
5 employee’s personnel file.

6  
7 No letter of written reprimand that is being appealed shall be placed in an employee’s  
8 personnel file until the appeal process has been completed.

9  
10 H. **DAYS.** “Days” as defined in this Article are workdays when both parties are on  
11 duty.

12  
13 I. **PERSONNEL FILE.** Each employee shall have the right, by appointment, to  
14 review the contents of his/her personnel file. At the employee's request a  
15 representative may accompany the employee in this review. Normally, such review  
16 shall be permitted twice per fiscal year by appointment.

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## ARTICLE XIII

### 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 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.



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 XIII – GRIEVANCE PROCEDURE (continued)

1 Level II, submit to Employee Relations Services a written request for  
2 mediation of the grievance. Employee Relations Services shall with five (5)  
3 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  
22 the CSEA proceeds to arbitration, the statement of grievance shall be filed  
23 with Employee Relations Services on the appropriate Level IV form within  
24 ten (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  
34 arbitrate, attempt to agree upon the selection of an arbitrator. If no  
35 agreement on an arbitrator is reached, either the CSEA or the  
36 District may request the State Mediation and Conciliation Service to  
37 provide a list of seven (7) arbitrators experienced in hearing  
38 grievances in public schools. Such request shall be made within  
39 twenty (20) days after receipt of the Level IV grievance form. The  
40 CSEA staff and the Employee Relations Services staff shall select  
41 an arbitrator by alternately striking names. The order of striking  
42 shall be determined by flipping a coin.

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ARTICLE XIII – GRIEVANCE PROCEDURE (continued)

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b. **Jurisdiction.**

- (1) The arbitrator shall have no authority to hear evidence and/or 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 or administration of responsibilities under Article II, Reserved Rights of the District, except as modified by the specific provisions of this Agreement.
- (2) Any provisions of this Agreement which is identified in the Agreement as specifically excluded from binding arbitration.
- (3) Issues involving evaluation other than procedures specifically identified in Article XII, Evaluation Procedure.

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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 cost of any hearing room which is not the property of the school district shall be borne equally by the parties.
- (2) Either party may request that the hearing be recorded. The costs of a certified court reporter shall be paid by the party requesting the reporter and only the party paying for the report shall receive a transcript of the hearing. Alternately, both parties may mutually agree to share equally the costs of the reporter in which case both parties shall receive a copy of the transcript.
- (3) The grievant and required employee witnesses will be granted release time as necessary to participate in any hearing required by the arbitration process. The release of employee witnesses will be scheduled to minimize disruption of work schedules.
- (4) Each party shall bear the expense of the preparation and presentation of its own case.

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

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

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

ARTICLE XIII – GRIEVANCE PROCEDURE (continued)

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

If a grievant chooses to process a grievance without the intervention of CSEA, the District shall not agree to a resolution of the grievance until CSEA has received a 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 (1) employee shares in the allegation, only one (1) 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, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon 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 XIV

### 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 XV**

**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 XV – 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 XV – 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 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  
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, together with the written appeal, shall be placed in the  
40                   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 XV – 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.

11  
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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1 **ARTICLE XVI**

2  
3 **Effect of Agreement**

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

2  
3 **Savings Clause**

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

**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 contemplations 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 XIX**

2  
3 **Work Jurisdiction**  
4 (See Appendix D)  
5  
6

7 A. All work currently, historically and/or typically performed by members of the  
8 bargaining unit shall remain within the bargaining unit except as described in  
9 Article II of this Agreement and in Public Contract Code, Sections 20111, 20114,  
10 and 20115.  
11

12 B. Volunteers shall not be used in vacant positions, in positions that have suffered a  
13 layoff or reduction in hours, nor in any manner that will supplant or cause  
14 displacement of bargaining unit members.  
15

16 The Volunteers in Public Schools Program (VIPS) shall not be affected by this  
17 Article so long as participants are performing duties consistent with those described  
18 in Education Code, Section 35021.  
19

20 C. School projects involving volunteer labor from parents, PTA, booster clubs, and/or  
21 student groups shall be subject to the Memorandum of Understanding dated July  
22 22, 1997 (Appendix D), and the following provisions:  
23

- 24 1. All projects must be approved through the maintenance director.
- 25 2. All LBUSD safety and material standards must be met.
- 26 3. At least one (1) bargaining unit member from the appropriate department  
27 shall be assigned by management to observe the project and to participate in  
28 the work.  
29  
30  
31

32 D. Except as provided above, bargaining unit employees will be trained in the  
33 operation and repair of new District equipment whenever practical and possible.  
34 Maintenance and repair of District equipment will be performed by bargaining unit  
35 members whenever practical and possible.  
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1 **ARTICLE XX**

2  
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.

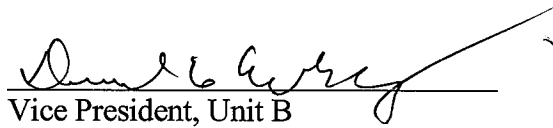
36  
37 For the purposes of this reopener section, the District shall notify CSEA in writing  
38 no later than December 31, 2010 of the District’s revised figures for Revenue Limit  
39 income, other State income, and the total State funding per ADA in accordance  
40 with the 2010/11 Adopted State Budget.

**RATIFICATION OF AGREEMENT**

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For the California School Employees  
Association,  
Long Beach Chapter 2

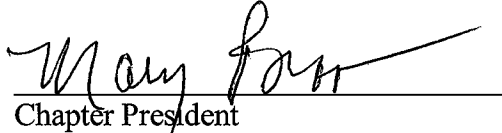
For the Long Beach Unified School  
District

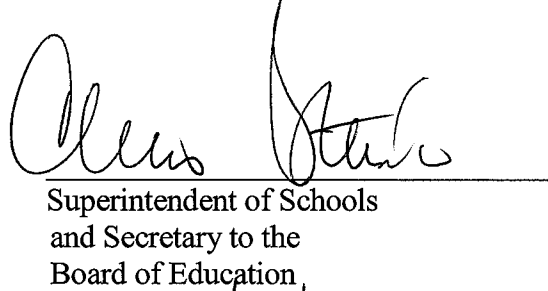
  
Vice President, Unit B

  
President, Board of Education

11-12-10  
Date

Nov. 12, 2010  
Date

  
Chapter President

  
Superintendent of Schools  
and Secretary to the  
Board of Education,

11/12/2010  
Date

11/12/2010  
Date

**Bargaining Teams**

**CSEA**

**District**

Mary Brown, President  
Steve Alviso, Member  
Melvin Cotton, Member  
Dan Ewaskey, Unit B 2<sup>nd</sup> Vice President  
Karen Moore, Member  
d'Ann Madore, Labor Relations Representative

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



## APPENDIX A

### SALARY SCHEDULE 5 UNIT B

#### CONSTRUCTION/REPAIR AND TRANSPORTATION UNIT CLASSIFICATIONS - (C2)

CODE	CLASS TITLE	CLASS ABBREVIATION	QW RANGE	HOURLY RANGE
3289	Air Conditioning & Refrigeration Technician	AC & REF TECH	034	934
0076	Architectural Drafting Technician	ARC DRF TECH	033	933
5142	Asphalt Worker	ASPHALT WORKER	027	927
0092	Automotive Mechanic	AUTO MECHANIC	028	928
0285	Boiler & Gas Appliance Technician	BLR GS APP TECH	034	934
0625	Building Maintenance Worker	BLDG MAINT WKR	023	923
0880	Building Maintenance Worker/Driver	BLDG MAINT W/D	024	924
0101	Bus Driver	BUS DRIVER	024	924
0114	Carpenter	CARPENTER	031	931
3320	Construction Inspector	CONST INSPECTOR	038	938
3311	Construction Inspector-Special	CONST INS-SPEC	038	938
0161	Electrician	ELECTRICIAN	034	934
0110	Electronics Technician	ELECTRONIC TECH	031	931
3304	Environmental Health & Safety Technician	ENVIR H&S TECH	031	931
0367	Fence Erector	FENCE ERECTOR	027	927
0476	Food Production Equipment Technician	FD PROD EQ TECH	034	934
0111	Glazier	GLAZIER	028	928
0187	Heavy Truck Driver	HVY TRUCK DRIVR	024	924
3310	Heavy Truck/Bus/Automotive Mechanic	HVY T/B/A MECH	031	931
5103	HVAC Technician	HVAC TECHNICIAN	034	934
0204	Laborer	LABORER	018	918
0617	Landscape Irrigation Worker	LNDSCP IRR WKR	025	925
0209	Locksmith	LOCKSMITH	031	931
3321	Maintenance Cost Estimator	MAINT COST EST	036	936
0112	Maintenance Mechanic	MAINT MECHANIC	030	930
0614	Maintenance Work Control Scheduler	MAINT WK CN SCH	034	934
0225	Office Machine Technician	OFFC MACH TECH	029	929
0113	Painter	PAINTER	028	928
0184	Pest Control Technician	PEST CNTRL TECH	031	931
3308	Plant Utilities Operator	PLNT UTLTY OPER	024	924
0241	Plasterer	PLASTERER	031	931
0242	Plumber	PLUMBER	034	934

0270	Senior Architectural Drafting Technician	SR ARCH DRF TECH	037	937
0119	Senior Electronics Technician	SR ELCTRNC TECH	033	933
0277	Sheet Metal Worker	SHEET METAL WKR	036	936
0123	Sign Maker	SIGN MAKER	028	928
3303	Skilled Maintenance Worker-Hi Hill	S MNT WKR HHILL	029	029
3300	Stationary Engineer-Nutrition Center	STAT ENGR N CTR	034	934
3309	Telecommunications Technician	TELECOM TECH	034	934
0295	Tool Sharpener	TOOL SHARPNER	031	931
5040	Transportation Scheduler	TRANS SCHEDULER	028	928
3299	Water/Boiler Treatment Specialist	WTR BLR TR SPEC	027	927
0137	Welder	WELDER	031	931

GRANDFATHERED CLASSIFICATIONS UNIT B – SALARIES FOR EMPLOYEES HIRED PRIOR TO 3/1/2001

0163	Electronics Technician	ELECTRONIC TECH	034	934
0170	Glazier	GLAZIER	031	931
0212	Maintenance Mechanic	MAINT MECHANIC	034	934
0231	Painter	PAINTER	031	931
0334	Senior Electronics Technician	SR ELCTRNC TECH	036	936
3306	Sign Maker	SIGN MAKER	031	931
0303	Welder	WELDER	034	934

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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 B - Construction/Repair and Transportation Unit Positions 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; and \$4,500.00 after twenty-four (24) years; and \$7,000 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?**

<b>STEP</b>	<b>Person Involved</b>	<b>Action Required</b>
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 <b><i>the request</i></b> to the appropriate Assistant/Deputy Superintendent or Chief Financial Officer indicating <b><i>their recommendation for approval/disapproval</i></b> 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



# EMPLOYEE RELATIONS SERVICES

Telephone No. (562) 997-8220 \* FAX No. (562) 997-8283  
E-Mail: decung@lbschools.net

## REQUEST TO PARTICIPATE IN SICK LEAVE DONATION PROGRAM

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Principal/Site Administrator

Subject: Sick Leave Donation Program

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

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

Name \_\_\_\_\_

Position Title \_\_\_\_\_ Department/Site \_\_\_\_\_

Date Submitted \_\_\_\_\_ Signature \_\_\_\_\_

### APPROVAL OF PRINCIPAL/SITE ADMINISTRATOR

The employee listed above has my **recommendation** to accept donated sick leave.

The employee listed above is denied **my recommendation** for the use of donated sick leave.

\_\_\_\_\_  
Print Name of Principal/  
Site Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Action

### APPROVAL OF ASSISTANT SUPERINTENDENT/DEPUTY SUPERINTENDENT/ CHIEF FINANCIAL OFFICER

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Action



**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



**Payroll Branch**

Telephone No. (562) 997-8156 \* Fax No. (562) 997-8625

**Donation of Sick Leave Hours**

**Please read the following Guidelines before donating:**

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

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

Name \_\_\_\_\_ Site \_\_\_\_\_

Social Security No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\* **NOTE:** Your site secretary will be notified when your sick leave balance is transferred . \*\*\*\*\*  
**Keep a copy of for your records.**

Name of Receiving Employee \_\_\_\_\_

Site \_\_\_\_\_

MAIL TO PAYROLL OFFICE

**FOR PAYROLL USE ONLY:**

Name \_\_\_\_\_ Balance of accrued monthly sick leave \_\_\_\_\_

Social Security No. \_\_\_\_\_

Verified by Payroll Department (initials) \_\_\_\_\_ Date \_\_\_\_\_



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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

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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 action

**APPENDIX G - District Internet and Electronic Mail Guidelines and Procedures for Represented Classified Staff (continued)**

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

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

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

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







**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. (Unit A & Unit B, Article VI, Section B, pg VI-2) The ten (10) day period may be reduced and/or waived with employee's consent.

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Assignment Location: \_\_\_\_\_

Current work hours/days: \_\_\_\_\_

New work hours/days: \_\_\_\_\_

Effective Date: \_\_\_\_\_

- I was informed of my change of work hours on: \_\_\_\_\_ (initials \_\_\_\_\_)
- I understand that my new work hours become effective on: \_\_\_\_\_ (initials \_\_\_\_\_)

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Site Administrator/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

***If applicable, the employee must complete and sign the section below:***

- 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: \_\_\_\_\_

pc: Site File  
Employee

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## Appendix J

### TRANSPORTATION BRANCH YARD PROCEDURES

#### I. BIDDING OF ROUTES AND VEHICLES

##### A. BUS

###### 1. Notification and Route Inspection

A single sheet roster of bus routes for bid shall be postmarked at least 5 business days prior to the bidding day and mailed via U.S. mail to bus drivers at the address on form BD 891 on file with the District. Bidding will take place on the first work day of the new school year. Drivers may inspect in detail the individual routes at the transportation office during the work week prior to the day of bidding.

###### 2. Bid Day

All bus drivers shall report for duty the work day prior to the first day students attend school each Fall semester, from 7:30 a.m. to 4:00 p.m., to enable the bidding process to be done in a business like manner. Any driver not available for his/her turn in the bidding will be placed at the end of the list of drivers for bidding. Each driver will be allowed a maximum of 10 minutes to make his/her selection. If a bus driver has prior authorization to be absent, they may submit a written bid. The bid must be received prior to the start of the bid.

###### 3. Bid Process

Daily routes and buses shall be bid by bus drivers on the basis of the bus driver bid list. The bus driver with the most time of service within the bus driver or higher classification in the Transportation Branch shall have first choice, and continuing through the bus driver bid list until all bus drivers have selected a route and available bus. Bus drivers shall keep their bid bus from the prior school year. Prior to bidding, drivers who do not wish to keep their bid bus will have the opportunity to make their bus available for bid. Once the bid has begun, the driver shall retain their bus from the prior year.

###### 4. Summer Assignments

Summer school and other continuous assignments during the summer will be assigned on the basis of the bus driver bid list. The bidding will follow the same bidding process as I.A.3.

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**B. HEAVY TRUCK**

**1. Bid Process**

Heavy truck drivers will bid in August on trucking vehicles. The bidding will start with the heavy truck driver with the most seniority within the classification and finish with the heavy truck driver with least amount of seniority within the classification. Vehicle bids will start September 1st and end August 31st. The District may at times reassign heavy truck drivers to other related duties due to special circumstances such as, diminished work load, or as needed as bus drivers.

**C. LABORERS**

**1. Bid Process**

Laborers will bid on trucking vehicles the same as described in Paragraph B.1 above. The vehicle bids will last from September 1 through August 31. The District may at times reassign laborers to other duties due to special circumstances.

**II. ROUTE TRANSFER (BUS)**

**A. INTENT**

It is understood that once the bidding process has taken place, the drivers will be in their selected route and bus for the entire school year, with the following exceptions:

**1. Permanent Vacancy**

If a permanent vacancy occurs at any time up to May 1st, the vacant route and bus shall be open for bid to all bus drivers on the bus driver bid list, and bid in the same manner described above.

**2. Extended Temporary Vacancy**

If a vacancy occurs due to extended illness or leave ("extended illness or leave" is defined to mean anticipated or actual illness or leave of 30 working days or longer), unless such illness or leave occurs after May 1st, in which case the vacant route and bus may not necessarily be offered for bid, the vacant route and bus shall be open for bid to all drivers on the bus driver bid list and bid in the same manner described above. This re-bidding is understood to be for the duration of the absent employee's illness or leave and upon his/her return, if prior to the first regular work day in June, all parties will return to prior routes and buses. Should the employee return after the first regular work

1 day in June, the route and bus may not necessarily be returned to the driver, in  
2 which case the driver may assume any route or bus assigned.

3  
4 **3. Route Alteration**

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6 The District has the right to alter routes as necessary by additions to or  
7 deletions from any route or routes during the school year to satisfy the needs of  
8 the District. When addition of a run to a route becomes necessary, that run  
9 shall be offered to as many drivers without regular assigned runs during that  
10 time of day as is practical, and offered in order of the bus driver bid list. The  
11 run need not be offered to drivers with routes designated as either open or  
12 cover nor whose route location either immediately prior to or immediately  
13 following the run in question would make the route less efficient than any  
14 other route.

15  
16 **4. Route Cancellation**

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18 If a route is cancelled after it has been bid, that driver will have the right to re-  
19 bid any vacant route below him/her on the bus driver bid list and in the manner  
20 as described above.

21  
22 **5. New Route**

23  
24 If a new route is added after bidding has been completed, that route will be  
25 open to bid to all drivers as described above.

26  
27 **6. Driver Transfer**

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29 The District agrees, as per past practice, to afford the drivers every opportunity  
30 to succeed in his or her chosen assignments, but if it is deemed necessary by  
31 the District to transfer a driver, the following procedure will be followed:

- 32  
33 a) The route will be offered to the drivers according to the bus driver bid list.  
34  
35 b) The transferred driver will step into the position made vacant by the  
36 bidding.  
37  
38 c) Should no one choose to bid on the route, the driver lowest on the bus  
39 driver bid list shall be moved into the vacancy and his/her position will be  
40 filled by the transferee.  
41  
42 d) The transferred driver will be permitted to bid other open routes per  
43 Section II. Drivers will not be transferred if they follow all District rules and  
44 state laws in the operation of the bus unless they exercise poor judgment in  
45 enforcing said rules and laws.  
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1                                   **7. Special Circumstance**

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3                                   At the discretion of the District, drivers may at times be assigned to routes  
4                                   other than those bid, such as when a heavy special trip work load requires  
5                                   adjustments. The District will not, however, reassign employees merely for  
6                                   the purpose of making them available for overtime or special trips which may  
7                                   or may not result in overtime, even though an employee may have fewer hours  
8                                   on the overtime list.

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10       **III. SPECIAL TRIP ASSIGNMENTS**

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12                   **A. Intent**

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14                                   Special trip assignments shall be distributed and rotated as equally as possible  
15                                   among available employees within each classification in the bargaining unit.  
16                                   Employees are considered available for special trip assignments if no segment  
17                                   of the special trip conflicts with their regularly scheduled daily assignment.

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19                   **B. Assignment**

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21                                   Special Trips during the regular school year (Sept. – June) are to be assigned in  
22                                   accordance with the “Weekly Plan” detailed in paragraph H of this section.  
23                                   Special trips during vacation periods are to be assigned in accordance with  
24                                   Section IV.

25  
26                   **C. Distribution**

27  
28                                   The trip sheets are to be distributed in accordance with Section III H (weekly  
29                                   plan). In the event of unusual circumstances wherein trips cannot be  
30                                   distributed prior to 4:00 p.m., it is agreed that a general announcement will be  
31                                   made prior to 4:00 p.m. notifying drivers of pending assignments.

32  
33                   **D. Charges**

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35                                   Except for tournaments or short notice trips, any overtime work dispatched on  
36                                   the same day will not be charged to the employee, if refused, according to the  
37                                   overtime policy outlined below. Trips will not be subject to charges if they are  
38                                   assigned outside of regular driver hours (M-F 15:00 for truck and 16:30 for  
39                                   bus).

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41                   **E. Combination Trips**

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43                                   The district reserves the right to assign trips in any combination as necessary to  
44                                   accomplish the work.

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46                   **F. Reassignment**

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In the event that a bus driver is assigned a trip but is unable to do it because of, but not limited to, illness, leave, etc., that trip or trips may be covered the first day only by the relief, limited term, or substitute driver. All other trips scheduled the following day or days shall be assigned to another available regular bus driver before being assigned to a relief, limited term, or substitute driver.

**G. Minimum Sign-On Time for Assignment**

**1. In District**

The minimum sign-on time for bus and truck special trips is ½ hour before the scheduled pick up time at locations within the District boundary for the purpose of allowing drivers sufficient time to complete a pre-trip inspection of the vehicle.

**2. East of Redondo**

An additional 15 minutes (for a total of 45 minutes) will be allowed for first assignment special trips starting at locations within the District boundary east of Redondo Avenue (south of Spring Street) or east of Lakewood Boulevard (north of Spring Street).

**3. Out of District Pick Up**

A reasonable sign-on time must be given for pick ups outside the District boundary to insure not only punctuality, but also a thorough pre-trip inspection of the vehicle.

**H. Weekly Overtime Plan Guidelines**

**INTENT:** To provide safe and efficient transportation service to LBUSD while remaining in compliance with State law.\* As a method to comply with State law drivers will be assigned a maximum of twenty-two hours of overtime per week. Daily trips will be assigned with the following objective: Shorter trips distributed over the full course of the week is preferred to assigning maximum-hours trips within a few days.

\*California Code of Regulations Title 13 Division 2 Chapter 6.5 Article 3 Section 1212.5 (3) (b)

**ASSIGNMENTS**

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1. The Thursday overtime list will be used to assign overtime for Monday through Sunday of the following week. Paperwork for Monday through Wednesday will be put out Friday. Paperwork for Thursday through Sunday will be put out Monday. This procedure will be adjusted if necessary.
2. The paperwork will first be placed in a folder in the dispatch office and may be viewed by the drivers. The paperwork will be placed in the mailboxes a day prior to the trip, as early as possible.
3. Drivers will be eligible for work on only one weekend day, whichever is the longest.
4. When the weekly assignments are made each Thursday, drivers will be considered eligible unless they are off work through a specified date or indefinitely.
5. Once the assignments are scheduled in the book they will not be reassigned simply to redistribute overtime, but may be reassigned for compliance with the weekly plan, State and Federal law.
  - a. **Exception:** Trips shall be reassigned if they were assigned in error outside the appropriate classification. The reassignment(s) shall be given the first available driver within the appropriate classification according to the most current overtime list.
6. All reassignments, TBA's and trips called in after assignments have been made will be assigned from the most current overtime list and in accordance with a driver's remaining available hours as originally calculated.
7. **Cancellations:** Prior to scheduling new trips or making reassignments the necessary adjustments will be made to the assignment log. The assignment log will be adjusted to remove hours in the following trip cancellation circumstances: 1) A workday trip that is scheduled to start at 16:30 or after is cancelled prior to start. 2) A trip that is scheduled to go past 16:30 is cancelled prior to any overtime charges being assessed. 3) A midday trip that is cancelled prior to any overtime hours being assessed. 4) Any non-workday trip cancelled prior to charges being assessed. Drivers may be reassigned if new assignments are available and in accordance with the current overtime list.
8. In the event that a trip goes past the assigned number of hours by a half hour or more the driver must attach an over-hours memo to the trip sheet. The supervisor on duty must be notified immediately when an overhours memo is received in dispatch. In the event that a trip is actually less than

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the assigned number of hours by one hour or more, the log will be adjusted accordingly.

- 9. The 22 hours of weekly overtime assignments for bid field trip drivers will include 1.5 hours per day for midday trips when applicable.
- 10. Drivers will not be assigned two consecutive days of maximum hours.
  - a. Drivers will be charged for trips they would have been assigned had they not been absent or signed off up to the point that they have actually been assigned 22 hours of overtime on the assignment log.
  - b. Drivers will not be charged more than once for the same time period.
  - c. On weekdays time periods are day trips and night trips (any portion after the driver’s regular workday).
  - d. Weekends include both Saturday and Sunday and are considered one time period and drivers will be charged for the longest trip they would have received.
- Exception:** If a driver is not assigned Saturday or Sunday due to sign-off or trip turn-in and subsequently receives a trip on the opposite day and then does not complete the trip due to absence or trip turn-in, then charges for that trip will apply in addition to the original charge for the other day.
- e. Holidays are one time period all day.
- 11. Time off (pink slip) or permanent sign off (white slip) scheduled at least a day prior to assignments being made may be chargeable, but those hours will not accrue on the assignment log.
- 12. Drivers will be charged for any assignment that they would have received in the event that they limit their availability by last minute sign off, absence or trip turn-in, and the assignment log will not be adjusted.
  - a. Drivers who turn in an assignment will not be given another assignment for the same time period as that which was turned in. This same provision applies to Saturday and Sunday. Example: If a Sunday trip is turned in and a last minute Saturday trip becomes available, the driver who turned in the Sunday trip may be assigned after all other drivers have been considered. This also applies to a Saturday turn in and a Sunday assignment.
- 13. Any driver absent without prior approval will not be assigned a last minute trip until they return to work.



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14. On any called in or other last minute absence, the driver’s work will be reassigned, charges will apply and the assignment log will not be adjusted. If a driver has not checked back in by 1500 the same will apply to the next day’s assignments.

15. Weekend work will be reassigned under the same provision for any called in or other last minute Friday absence.

**TRUCKING**

Truck trips will be assigned under the same provisions, regardless of individual vehicle bid.

**IV. OVERTIME PROCEDURES FOR TRANSPORTATION**

**A. Intent**

The intent of this overtime provision is to offer overtime work equally in an attempt to fairly distribute overtime work to eligible employees without favoritism and not to establish any pattern of distribution of the more desirable special trips. Any overtime available in a classification in the Transportation Branch shall be offered

as equally as is possible among qualified employees in that classification in order to distribute and rotate overtime as equally as practical among eligible employees who make themselves available for overtime work.

**B. Limited Availability**

Employees limiting their availability will be subject to the provisions of this agreement related to overtime credited to employees who decline overtime work that would have been offered them in the normal course of this agreement.

**C. Overtime Lists**

**1. Classification**

Overtime lists shall be made for all classifications in transportation that are in the bargaining unit, listing all employees choosing to work overtime in those respective classifications. Overtime lists for all classifications will run continuously. Vacation time lists shall be kept separately, by classifications, for those who choose to work as outlined in Section VI. School year overtime lists will be held dormant during vacation periods.

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**2. Substitute Overtime List**

A substitute overtime list shall be maintained for the purpose of offering overtime work out of classification within the Transportation Branch, listing all qualified Transportation Branch employees from other bargaining unit classifications. Initial placement on the list will be by classification. If an employee's classification changes, their placement will be adjusted accordingly. Placement will be adjusted when required qualifications change (i.e. a heavy truck driver receiving a school bus certificate.)

**3. List Maintenance**

- All hours worked within an employee's normal classification on an overtime basis must be recorded on the overtime list for that classification.
- Except for tournaments or short notice special trips, any overtime work assigned from the Dispatch Office on the same day will not be credited to the employee if said employee declines this overtime work.
- The lists shall keep a running total of overtime hours for each employee and shall be updated on a daily basis.
- Further, any overtime hours scheduled by the District for an employee, and then turned down by that employee, shall be recorded separately on the overtime list and included on the running total of overtime hours for that employee, even though said employee did not actually work nor was paid for those hours.
- The amount credited the employee who declined the overtime work shall be by the amount of hours he/she would have received had he/she completed the work.
- Also, employees who restrict the number of overtime hours they will work will be credited the amount he/she would have been assigned.

**4. Employee Request for Removal from Overtime List**

An employee who does not wish to work any overtime and therefore does not wish to be included in the overtime list for his/her classification may submit such a request in writing at any time during the year, for a period of not less than 4 weeks. The employee's name will then be stricken from the overtime list for his/her classification, and come back at the bottom of the list and be given the same number of overtime hours as the highest employee within that classification upon written request to be placed back on the overtime list.

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**5. List Inspection**

Employees may inspect their respective classification overtime list during normal business hours, 7:30 a.m. to 4:00 p.m. A copy of the overtime list for school bus drivers shall be displayed continuously on the counter of the dispatch office.

**D. Assignment Procedures - General**

**1. Intent**

Whenever possible the longest available overtime assignment for a classification shall be assigned to the employee with the least amount of hours on the overtime list.

**2. Assignment Turndown**

If an employee turns down an assignment of overtime, the hours refused shall be recorded separately on the overtime list. The turned down assignment shall be assigned to the next available employee in that classification on the overtime list. After work has been assigned, should an employee turn down an assignment or elect not to be available for overtime work whether or not the work would result in overtime, the other overtime assignments will not be pulled in for reassignment. The assignment will then be offered to the next available employee in that classification according to the overtime list even though the next available employee may not have the fewest hours on the overtime list.

**3. Charges**

Employees who are absent or unable to complete their assignments will be credited for all work that would have been assigned to said employee.

**4. Weekend/Holiday Overtime**

Employees who are offered overtime for the weekend or a holiday must complete the regular work day immediately preceding the weekend or holiday or will lose the overtime assignments for that weekend or holiday. Such employees will be credited for the number of hours he/she would have received had he/she completed the work.

**5. Absent With Prior Approval**

1 Employees absent with 2 days prior approval will be exempt from this  
2 provision. It shall be the responsibility of exempt employees to call  
3 between 3:00 p.m. and 4:00 p.m. on the day of absence to confirm  
4 overtime assignments for the weekend or holiday following the  
5 absence.  
6

7 **6. 12 Month Employees**  
8

9 Twelve month employees absent due to prior approved vacations are  
10 exempt from the provision including the weekends or holidays  
11 adjacent to the vacation period.  
12

13 **E. Non-chargeable Absences**  
14

15 Any employee choosing to attend certain activities shall not be credited  
16 hours for overtime if the employee were to otherwise be scheduled an  
17 assignment. Verification of attendance may be required. Approved activities  
18 are as follows:  
19

- 20 1. Authorized inservice training session, which results in credit hours  
21 toward school bus certificate renewal.
- 22 2. Participation in a school bus rodeo event.
- 23 3. Service as a committee member in a called Yard Procedure  
24 committee meeting.
- 25 4. CSEA executive board members attending regularly scheduled  
26 executive board and general chapter meetings.
- 27 5. Any employee assigned authorized CSEA release time.  
28  
29  
30  
31

32 **F.** Optional straight time assignments, outside of the regular workday, shall be  
33 subject to all regular overtime procedures as described in Section IV; except  
34 that straight time shall be recorded on the overtime list at a rate of 2/3 the  
35 actual hours worked or declined. Calculated hours shall be rounded down to  
36 the nearest half hour.  
37

38 **G. Over-hours Procedure**  
39

40 **1. Intent**  
41

42 All assignments given to drivers shall be in accordance with federal and state  
43 laws governing hours that drivers are permitted to work.  
44

45 **2. Over-hours Form**  
46

1 If on a regular workday a driver unexpectedly works past the maximum  
2 "driver duty hours" and the following day is also a regular workday, it is  
3 understood that the driver will complete the over-hours notice and turn it into  
4 dispatch immediately following the trip. Dispatch will accordingly adjust  
5 assignments the following day. Driver should contact their supervisor for the  
6 available options to handle the absence (i.e. pink slip, make-up time,  
7 conversion of overtime).

8  
9 **3. Time Cushions**

10  
11 In order to handle this type of situation on weekends and other times when  
12 dispatch staff and backup drivers are not readily available, night trips will be  
13 cushioned with an extra gap to cover unexpected delay as follows:

14  
15 a) In Town Night Trips

16  
17 Drivers assigned in town night trips will be scheduled off 8 required hours,  
18 plus 1 added hour, from the time they are expected to return to the yard, before  
19 being allowed to sign on the next day. In town trips are defined as within 5  
20 miles of the District boundary. All trips past 5 miles will be considered out of  
21 town.

22  
23 b) Out of Town Night Trips

24  
25 Drivers assigned out of town night trips will be scheduled off 8 required hours,  
26 plus 2 added hours, from the time they are expected to return to the yard,  
27 before being allowed to sign on the next day.

28  
29 c) Night Wrestling Tournaments

30  
31 Night wrestling tournaments on regular workdays may require added time and  
32 will be handled on a case by case basis.

33  
34 **H. Trash Route Overtime**

35  
36 Heavy Truck Drivers and Laborers who are permanently assigned to the trash  
37 truck will have first choice for the overtime on trash hauling on a normal work  
38 day regardless of the hours on the overtime list, provided the overtime is to be  
39 performed immediately in conjunction with the normal work day and would  
40 require the driver and laborer to stop work and travel to the transportation yard  
41 in order to exchange a lower in hours driver or laborer. If the trash truck is  
42 already in the transportation yard and a lower Heavy Truck Driver or Laborer  
43 is immediately available to assume the shift which may result in overtime, then  
44 the work will be offered to the low Heavy Truck Driver or low Laborer.

45  
46 **I. Substitute Overtime Assignments**

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If there are any overtime assignments still available after all the available employees within that class have been offered the work, then employees from other classes shall be offered the work according to the substitute overtime list. The total of all overtime worked in any classification at any time for such qualified employees will be listed on all substitute overtime lists upon which his/her name appears. Only work within an employee's regular classification will be included on the overtime list for an employee's regular classification.

**V. MINIMUM HOURS FOR SPLIT SHIFT OVERTIME**

**A. Split Assignment**

Any employee in the bargaining unit who is required to split during an overtime assignment outside of the regular workday shall be paid a minimum of three hours for each half of the assignment. This minimum does not apply to athletic trips on regular workdays. An overtime assignment can only be split once on any one special trip assignment.

**B. Minimum Split Time**

No employee shall be required to take a split for less than 1/2 hour.

**VI. VACATION PERIODS**

Vacation periods shall begin on Sunday following the regular work week and end with the next regular work day.

**A. Summer School and Other Continuous Assignments**

Summer school, summer day camp and other continuous assignments during vacation periods will be assigned on the basis of the bus driver bid list. The bus driver with the most seniority on the bus driver bid list shall have first choice of route. The next senior driver shall then have his/her choice and so on down the line until all continuous assignments have been offered.

**B. Trip Assignments**

Special trip assignments will be assigned by placement on the vacation time list as described in Section IV.A.

**C. Days Assigned**

Distribution and rotation of overtime shall be done off the overtime list on specified workdays. These days are:

**Day List**

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<b>Established</b>	<b>Day Assigned</b>	<b>Day of Work</b>
Thursday	Thursday	Saturday
Thursday	Thursday	Sunday
Thursday	Friday	Monday
Friday	Monday	Tuesday
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday

**D. Vacation Time Lists**

All hours worked by employees during these vacation periods must be recorded on the vacation time list. Vacation time lists shall be kept separately, by classification, for school term employees. Initial placement on the vacation time list shall be determined from the school year overtime list prior to the first vacation period subsequent to the adoption of this agreement. The principles outlined in Section IV, Overtime Procedures for Transportation, shall pertain to the vacation time list.

**E. Overtime Hours**

Overtime hours will be converted to straight time by multiplying the hours worked by a factor of 1.5 prior to being added to the vacation time list.

September 1, 2010

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