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**Tentative Agreement Between  
The Long Beach Unified School District and  
The California School Employees Association  
And its Long Beach Chapter #2 Units A & B**

**February 18, 2015**

**ARTICLE III: ASSOCIATION RIGHTS**

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

21  
22 If the District advises the CSEA Executive Board of an alleged violation of the  
23 provisions of this Section, the Executive Board agrees to investigate and take action  
24 it deems to be appropriate.

25  
26 B. The District agrees to provide the CSEA the use without charge of not more than  
27 one-fourth (1/4) of the total area of at least one (1) designated employee  
28 Association bulletin board at each facility. Such bulletin board will be identified  
29 by the immediate supervisor of the facility and labeled "CSEA Business."

30  
31 C. The District authorizes the CSEA to use District facilities and buildings only with  
32 the approval of the principal/site administrator or designee and, when applicable,  
33 submission and approval of the proper Civic Center Act form. The CSEA agrees to  
34 leave facilities and buildings in a clean and orderly condition.

35  
36 D. The District agrees that upon advance request the immediate manager/supervisor of  
37 the building or facility may grant CSEA the occasional use of District office  
38 equipment, dependent upon the following conditions:

39  
40 1. Use of equipment occurs outside the duty hours of the employee who must  
41 also be qualified to use the equipment;

42  
43 2. Use does not interrupt or interfere with the normal student educational  
44 program or work production of the District;

ARTICLE III – ASSOCIATION RIGHTS (continued)

- 1           3.       CSEA shall pay within thirty (30) days after receipt all bills for the costs of  
2                   materials and supplies, and repair or replacement of damaged equipment at  
3                   its depreciated value;
- 4
- 5           4.       CSEA request shall be made through job representatives or officers;
- 6
- 7           5.       The District reserves the right to withdraw this provision after five (5) days  
8                   written notice to CSEA for violations of the above or misuse by CSEA  
9                   authorized personnel.

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11   E.       Annually, in December, the District agrees to provide CSEA a complete list of  
12           names, classifications, and work locations for all bargaining unit employees, and  
13           addresses and telephone numbers of bargaining unit employees who have released  
14           this information for publication in the District directory. In addition, bimonthly,  
15           the District agrees to provide updates of this information.

16

17           This information will be put in electronic format upon request and provided the  
18           technology is available.

19

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

29

30   G.       **RELEASE TIME FOR ASSOCIATION REPRESENTATIVES**

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32           1.       **Meet-and-Negotiate.** The District agrees to authorize release time for no  
33                   more than eight (8) CSEA representatives per Unit to participate in meet-  
34                   and-negotiate sessions with the District, but not more than one (1)  
35                   representative from any given site, shop, or office, excluding the Chapter  
36                   President and Vice President from each Unit. Release time for these  
37                   meetings will not be charged to Association leave. In addition, the District  
38                   agrees to authorize release time for a reasonable number of designated  
39                   CSEA representatives to present grievances in the steps outlined in this  
40                   Agreement.

41

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

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ARTICLE III – ASSOCIATION RIGHTS (continued)

- 1           The CSEA representatives shall notify Employee Relations Services at least  
2           twenty-four (24) hours prior to the use of authorized release time.  
3           Notification must be made to an actual person in Employee Relations  
4           Services rather than voice mail to assure that proper lead time may be given  
5           to the affected school or office.  
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- 8           3.       **Personnel Commission.**   The District agrees to release a maximum of  
9           three (3) CSEA Chapter representatives to meet with the Personnel  
10          Commission Administrator prior to each Personnel Commission meeting as  
11          needed. The District agrees to release one (1) CSEA representative per  
12          Unit to attend Personnel Commission meetings. A Personnel Commission  
13          meeting agenda will be provided to CSEA prior to each meeting. All  
14          release time for activities enumerated in this paragraph will be charged to  
15          Association Leave.  
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- 17          4.       **Board Meetings / District Management.** The District agrees to release  
18          one (1) CSEA Chapter representative per Unit, as needed, to attend Board  
19          meetings and three (3) to five (5) representatives to attend meetings with  
20          District management as needed. All release time for activities enumerated  
21          in this paragraph will be charged to Association Leave.  
22
- 23          5.       **Association Leave.** Upon proper application and approval, the District will  
24          grant to the combined bargaining units (A and B) a total of one hundred-thirty  
25          (130) days Association Leave per fiscal year for unit members to conduct or  
26          to participate in CSEA business. The CSEA president or designee shall  
27          submit in writing the names of unit members who are authorized to use the  
28          days to Employee Relations Services. Approval for such Association Leave  
29          must be secured at least two (2) working days prior to the anticipated  
30          absence. Following the District's payment of the employee for the  
31          Association Leave, the District shall be reimbursed by the CSEA for the cost  
32          of the substitute (if the services of a substitute were utilized) as well as the  
33          District's contribution to the employee's retirement fund. Such  
34          reimbursement shall be made within ten (10) days following CSEA's receipt  
35          of the District's certification of payment of compensation to the employee.  
36
- 37          6.       **CSEA Chapter President Leave.** The District agrees to provide the CSEA  
38          Chapter President (**or his/her designee**) up to a total of one thousand forty  
39          (1,040) hours of release time per fiscal year to perform the collective business  
40          of the District and the Association.  
41
- 42          7.       The District agrees to authorize release time to the officers **and unelected**  
43          **classified bargaining unit members** of the CSEA as provided for in  
44          Education Code, Section 45210. The District shall be reimbursed by the  
45          Association for such leave.  
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ARTICLE III – ASSOCIATION RIGHTS (continued)

- 1                   The CSEA shall notify Employee Relations Services at least twenty-four (24)  
2                   hours prior to the use of release time. If less than twenty-four (24) hours, the  
3                   Association shall notify Employee Relations Services via email, FAX or  
4                   telephone of the anticipated need. The parties may mutually agree to waive  
5                   the twenty-four (24) hour timeline.  
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- 7           8.       In January, April, July, and October of each year, Employee Relations  
8                   Services (ERS) will provide a quarterly summary of usage of Association  
9                   Leave, Job Stewards, and CSEA State Leave as provided for in Education  
10                  Code, Section 45210, to the Chapter President. The summary will include  
11                  name, date, hours, and the type of leave.  
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- 13   H.       As soon as practical after ratification of this Agreement, the District shall arrange for  
14              the printing of copies of this Agreement for distribution to current and future  
15              bargaining unit employees. Agreements will be available on the Employee  
16              Relations' web page.  
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- 18   I.       The District agrees to provide CSEA with a copy of bulletins or memoranda  
19              specifically designed to interpret implementation of the collective bargaining  
20              Agreement prior to general distribution.  
21
- 22   J.       **STAFF DEVELOPMENT.** The District and the CSEA agree that continuing  
23              training and staff development for classified employees are very important. They  
24              further agree that continuing study and discussion need to occur relative to  
25              continued expansion of staff development activities for classified employees. The  
26              District is committed to providing classified staff with continuing training  
27              opportunities to assist them in performing their current jobs and to prepare them for  
28              promotional opportunities. The CSEA is encouraged to submit to the District in-  
29              service topics/ideas which would be of value to classified employees for staff  
30              development training. This provision applies to staff development and training  
31              provided by the Personnel Commission  
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- 33
- 34                   1.       Employees will be encouraged to participate in the programs that are  
35                   offered by the Personnel Commission.  
36
- 37                   2.       All work locations/sites shall post make available to all classified  
38                   employees publications and/or communications from Personnel  
39                   Commission regarding staff development opportunities.  
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- 41                   3.       Employees are encouraged to create a plan with their supervisor  
42                   to meet the employees' professional development needs.  
43
- 44                   4.       Bargaining unit employees will be provided with the opportunity  
45                   to attend staff development training and will be released during  
46                   work hours to attend training.

ARTICLE III – ASSOCIATION RIGHTS (continued)

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- 5. Employees recognize that schools and offices must be able to maintain coverage and services.
- 6. Employees may opt to attend training off work hours, on their own time without compensation.
- 7. A record of equitable distribution of training and staff development will be maintained at each work location.
- 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, and 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:

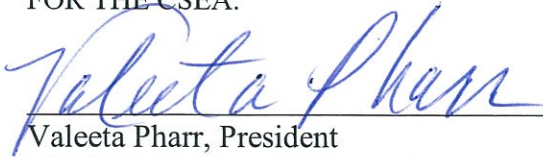
- 1. A list of all current limited term employees, their hire dates, classifications, reasons for their assignments, and their scheduled release dates.
- 2. A list of all current substitutes.
- 3. The most recent work sites to which employees have been assigned.

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

ARTICLE III – ASSOCIATION RIGHTS (continued)

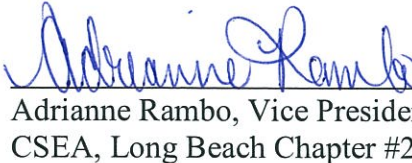
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FOR THE CSEA:

  
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Valeeta Pharr, President

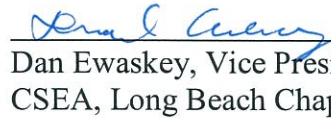
02/18/2015  
Date

CSEA, Long Beach Chapter #2

  
\_\_\_\_\_  
Adrienne Rambo, Vice President – Unit A

2-18-15  
Date

CSEA, Long Beach Chapter #2

  
\_\_\_\_\_  
Dan Ewaskey, Vice President – Unit B

2-18-15  
Date

CSEA, Long Beach Chapter #2

FOR THE DISTRICT:

  
\_\_\_\_\_  
Brian Moskovitz, Director  
Long Beach Unified School District

2/18/15  
Date