LONG BEACH
UNIFIED • SCHOOL • DISTRICT
Excellence and Equity

PROVISIONS of AGREEMENT

UNIT B – Construction/Repair and Transportation

Long Beach
CHAPTER 2
California
School
Employees
Association

Effective through
June 30, 2027

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

CLASSIFIED EMPLOYEES CONTRACT

UNIT B

Effective through

June 30, 2027

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

This Agreement is entered into this eighth day of July 2026 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".

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. Full-time students employed part time;
   c. Part-time students employed part time in any college work-study program, or in a work experience education program conducted by a university or 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.
   d. Apprentice positions
   e. 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
   f. 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.

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.

C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement for the duration of an emergency. An emergency shall be defined as those unforeseen circumstances which substantially interrupt or threaten to interrupt the normal District operation and may include but are not limited to: natural disasters; national emergencies; epidemics; riots; police actions; legislative or judicial decisions; initiative or

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

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

ARTICLE III

Association Rights

A. CSEA shall have the right to access employees at their assigned work locations at reasonable times. To help maintain the safety of sites and ensure meeting space availability, CSEA agrees to the following reasonable regulations for site visits:

- When meeting with employees, CSEA will provide the work location to Employee Relations and Ethics (ERS) at least twenty-four (24) hours in advance.

- ERS will inform sites of the visit via email and copy CSEA.

- Visits to solely update bulletin boards do not require advance notice but need to occur during normal office hours.

- For all visits, CSEA representatives will check in at the main office prior to the start of the visit.

- CSEA agrees not to disrupt the work of employees.

The District will notify CSEA of any violation of the provisions of this Section. CSEA will address the issue.

B. The District agrees to provide CSEA Chapter 2 the use, without charge, of not more than one-half (1/2) 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 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. 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;

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

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

F. All requests by CSEA for necessary and relevant information shall be made to Employee Relations Services. 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.

G. **RELEASE TIME FOR ASSOCIATION REPRESENTATIVES**

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

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

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

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

3. **District Management**. Meetings with CSEA requested by management will not be charged to Chapter Release.

4. **Chapter Release.** Upon proper notice, the District will grant to CSEA Chapter 2 a total of four hundred (400) hours of Chapter Release per fiscal year for chapter president and designated unit members to conduct or to participate in CSEA business. The CSEA president or designee shall submit in writing the names of unit members who are authorized to use the days to Employee Relations Services. Notice for Chapter Release must be given at least two (2) working days prior to the anticipated absence.

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

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

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

7. If an employee participates in meetings outside of their assigned duty day (e.g. night shift employee participating in bargaining from 8 a.m. to 3 p.m.), they will be provided the equivalent of release time hours from their regular shift.

H. As soon as practical after completion of the final ratified Agreement, the District shall arrange for the printing of copies of this Agreement for distribution to current and future bargaining unit employees upon written request within ten (10) working days. The agreements will be available on the Employee Relations web page and the link shall be emailed to bargaining unit employees following negotiations.

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

J. **CHARTER SCHOOL APPLICATIONS.** The District and CSEA agree that, upon receipt of a charter proposal from a group of charter petitioners, the District will forward a copy of the proposal to CSEA.

K. **STAFF DEVELOPMENT.** This provision applies to staff development and training provided by the Personnel Commission. A joint committee shall meet regularly to make recommendations for professional development opportunities. The committee shall be

composed of up to a total of five (5) CSEA Long Beach Chapter 2 representatives of different classification and up to a total of five (5) district personnel. These meetings will not be charged to chapter release.

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

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

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

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

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

6. A record of equitable distribution of training and staff development will be maintained at each work location.

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

8. 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.

L. 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 CSEA.

M. District/Employee Relations Services (ERS) has requested CSEA representation on the following District-level committees: Health Benefits Committee, Strategic Planning Committee, Safety Committee, and Budget Committee.

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 CSEA. Release time for these meetings will not be charged to Chapter Release.

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

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

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

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

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

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 - Monthly.** All permanent and probationary employees in the bargaining unit performing regular monthly service shall be eligible to be paid twice a month 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 twice a month or to change the number of pay periods over which employees are compensated, the District shall provide the employee at least ten (10) day 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.

   In the event of any payroll error such error shall be corrected retroactively for a period of up to three (3) years from the date the error was discovered.

   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.

Should the incorrect salary placement result in overpayment, the following procedures shall apply:

a. The District shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing recoupment actions, and inform the employee that if the employee disputes the existence or amount of the District's claimed overpayment. The district shall first initiate a legal action and obtain a court order validating the claimed overpayment amount before it may recover the overpayment amount.

b. If the employee agrees that the District overpaid them in the claimed amount, reimbursement shall be made to the school employer through one of the following methods mutually agreed to by the employee and the school employer: (A) Cash payment or cash installment payments; (B) Installment payments through payroll deduction covering at least the same number of pay periods in which the error occurred; (C) The adjustment of appropriate leave credits, provided that the overpayment involves the accrual or crediting of leave credits. Any errors in sick leave balances shall only be adjusted with sick leave credits, and any installment shall not exceed the following:

    1. Twenty percent of the individual's disposable earnings for that pay period

    2. Forty percent of the amount by which the individual's disposable earnings for the month exceed 208 times the state or local minimum hourly wage (whichever is higher) in effect at the time the earnings are payable.

    3. For the purposes of this section "disposable earnings" means the portion of an individual's earnings that remains after deduction all amounts required to be withheld by law.

c. Absent mutual agreement on a method of reimbursement pursuant to section (b) above, within 30 days of the employee verifying the overpayment amount the District shall proceed with recoupment in court pursuant to section (a) above.

d. An employee who is separated from employment before full repayment of the overpayment amount owed shall have an amount sufficient to provide full repayment withheld from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee. If the amount owed to the District upon separation is insufficient to provide full reimbursement to the District, the District shall have the right to exercise any and all other legal means to recover the additional amount owed.

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

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

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

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

   The above is contingent upon all of the following:

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

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

   c. The employee provides the Risk Management Branch with evidence of the amount of insurance deductible payment actually made by the employee.

7. **Tool Provisions.** All Unit B employees will provide their own hand tools as required for each job classification/position.

   a. A Tool Committee shall be established, consisting of one (1) employee from each classification affected and up to an equal number of District personnel. The committee shall meet at least once every year.

   b. It shall be the responsibility of the Tool Committee to:

(1) Determine by job classification, necessary tools, and quality standards.

(2) Determine which tools will be provided by the employee and which tools and equipment will be made available by the District for checkout.

c. The security and good repair of the employee's hand tools are the responsibility of the employee. An annual tool inventory will be conducted by the District and the employee shall replace any hand tools required for his/her classification/position. In the event of theft and upon filing of the required reports and completion of any necessary investigation, appropriately secured hand tools will be replaced by the District.

8. **Meal Reimbursement.**

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

b. **Bus Drivers' and Truck Drivers' Extended Trips.** Upon prior approval, any driver on an overnight trip assignment shall be reimbursed for all meals in accordance with rates set forth in Paragraph 8a. above. Reimbursement will be provided for a second regular meal that must be taken on the same extended trip of eight (8) hours or more.

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.

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 (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.

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.

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 of equal numbers of CSEA and management shall make advisory recommendations to the appropriate budget administrator.

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

14. **Sick Leave and Vacation Balance Reports.** The District agrees to report sick leave and vacation balances to employees on the salary warrant stubs issued to employees.

15. **Certificate of Absence.** Upon request, an employee will be provided a copy of the Certificate of Absence on file with the payroll clerk.

16. **Catalina Island Employees.** In each year, Catalina Island employees shall receive a travel expense allowance. For 2025-2026, the allowance is $1,341.89, plus any negotiated percentage increase. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of Unit members**.** Employees who work and reside on Catalina Island shall receive a Branch Assignment Premium as provided in the salary schedule (CCR 571 (a).

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

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

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

17. **Promotion.** Any employee receiving a promotion shall be moved to the appropriate range and step of the new classification to ensure not less than a minimum equivalent of a two (2) range (five and one-half percent [5.5%]) increase above the employee's regular rate, but in no case greater than the maximum in that new classification.

18. **Initial Step Placement.** New employees normally shall be hired at the first step in the salary range for the classification. New employees with exceptional or unusual qualifications may be employed at higher steps in the salary range by recommendation of the District and action of the Board of Education**.**

19. **Steps In Salary Range.** Except as permitted by Section A.16. above, each employee shall advance to the next higher step in the applicable salary range as follows:

Step A: First day of assignment through completion of probation (typically, six [6] months or one hundred thirty [130] days of actual paid service in a regular assignment, whichever is longer).

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

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

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

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

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

B. **HEALTH AND WELFARE BENEFITS.**

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

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

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

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

2. **Health Insurance.** The 2013 District annual maximum contribution toward individual unit member insurance premiums for District medical plans for eligible employees to include employee only, employee plus one and family coverage shall

be based on the 2013 District PPO rates. The District dental and vision insurance shall not be subject to the District's annual maximum contribution.

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

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

a. January 1, 2016 through June 30, 2016 will be a "short" plan year (6 months).
b. Effective July 1, 2016 the new plan year shall be based on the fiscal year (12 months).
    i. Open enrollment shall take place in May of each year with all plan changes being effective on July 1.
c. Flexible Spending Accounts plan year will match the District's fiscal year (July 1 to June 30) with open enrollment taking place in May of each year and all plan changes taking effect on July 1.
d. In the initial transition year, the deductibles and out-of-pocket maximums that have accrued during the "short" plan year shall carry over for the first plan year based on the fiscal calendar. The accrued deductible and out-of-pocket maximum then shall reset back to zero on July 1, 2017.
e. The District Annual Maximum (DAM) shall be converted to the fiscal year by taking the arithmetic average of the DAM for 2016 and 2017 calendar years.

    Example:

    2016-2017 DAM = [(2016 DAM) + (2017 DAM)]/2

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

The lowest cost District HMO medical plan offered unit members in any given insurance year shall not be subject to the District annual maximum contribution described in Section A, 1 above. In the event that the District anticipates that the premiums for the lowest cost District medical HMO plan may exceed the District annual maximum contribution as described in Section A, 1 above in the succeeding

year, negotiations will automatically be initiated to address the excess cost during the next round of negotiations.

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

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

f. **Kaiser Foundation Health Plan.** Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, accept as noted.

(1) Physician Visit: $10 co-pay, effective 7/1/2017
(2) Emergency Room: $100 co-pay, effective 3/1/2013. The fee is waived if the person is admitted to the hospital.
(3) Chiropractic Care (up to thirty [30] visits per year): $5 co-pay
(4) Out-patient Mental Health: (twenty [20] visits per year): $5 co - pay.

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

g. **HMO Health Plan.** Unlimited lifetime maximum.
$250/Individual, $500/Family per year out-of-pocket limit.

(1) Physician Visit: $10 co-pay effective 7/1/2017
(2) Emergency Room: $100 co-pay
(3) Chiropractic Care (up to thirty [30] days per year): $5 co-pay
(4) Out-patient Mental Health : $5 co-pay

Prescription Plan. Retail co-pay per thirty (30) day prescription: $5 generic; $10 formulary name brand; $35 non-formulary. Mail order co-pay for a ninety (90) day prescription; $5 generic; $10 name brand formulary; $35 non-formulary. Effective with the change to Aetna HMO on 7/1/18, the prescription transitioned to three (3) tier system by the provider.

1. Tier 1: $5

2. Tier 2: $10.00

3. Tier 3: $35.00

h. **PPO Health Plan**
Brief description of coverage: Comprehensive Major Medical.

(1) Preferred Provider – Effective January 1, 2016, $300/$600 deductible; 20% co-insurance; $1,000 individual/$2,000 family per year out-of-pocket limit (in addition to deductible).

(2) Out-of-Network Provider - Effective January 1, 2016, $500/$1,000 deductible; 40% co-insurance; $5,000 individual/$10,000 family per year out-of-pocket limit (in addition to deductible).

(3) Chiropractic Care PPO: Up to 25 visits per injury. Extra visits must be deemed medically necessary as of 1/1/22.

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

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

a) National Formulary: The District shall participate in the National Formulary to the extent offered by the district PPO Plan's Pharmacy Benefit Manager effective July 1, 2016.

b) Retail Pharmacy (30 Day Supply): $5 co-pay for generic effective 7/1/2017; $20 co-pay for formulary; and $50 co-pay for non-formulary.

c) Mail Order Pharmacy (90 Day Supply): $0 co-pay for generic; $20 co-pay for formulary; and $50 co-pay for non-formulary.

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

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

a. **Delta Dental, PPO Plus Premier.** This is a continuation of the present plan and the District shall continue to pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents. Maximum amount paid by plan per person per calendar

year is two thousand dollars ($2,000) for premier & out of network dentists and Two Thousand Two Hundred dollars ($2,200) for PPO dentists.

b. **Delta Care USA.** This is a continuation of the present plan. Premiums for both the employee and his/her eligible dependents are provided by the District for this plan.

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

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

   Employees may purchase an enhanced vision plan for the employee, employee plus one, or employee plus family through the District. The Distract standard allocation for the Vision Plan will be deducted from the cost of the enhanced plan. The remaining costs will be covered through monthly payroll deductions.

6. **125 Plan.** Upon securing the appropriate government approval, the District will provide employees the opportunity to participate in a 125 Plan at no administrative cost to the employee.

7. **Tax-Sheltered Annuities.** Employees may participate in the Board approved tax-sheltered annuity plan of their choice through voluntary payroll deduction. The District will consider any plan brought forward by CSEA for approval. The District shall not be required to be the holder for any group annuity plan.

8. **Cost Containment.** The Association agrees to participation in a District cost reduction committee to meet on an as needed basis to address the extensive current and projected increases in health care costs. Recommendations shall be submitted for consideration by the respective collective bargaining teams.

9. **Duration of Benefits.** Health insurance coverage shall be extended to the end of the calendar month for the employee who terminates employment. If an employee has served five (5) consecutive years prior to retirement, the District shall pay for coverage for one (1) additional month. Employees who terminate employment with the District may extend specified health benefits at employee expense as provided

in the Consolidated Omnibus Budget Reconciliation Act (COBRA). Information should be requested from the Risk Management Branch.

10. **Benefits of Retiring Employees.** Effective upon ratification of this Agreement, employees (including reinstated employees and employees returning from a valid reemployment list) with seventeen (17) or more years of benefitted service in the Long Beach Unified School District when they retire at age fifty-five (55) or older shall be eligible to have District payment of insurance premiums for health and hospital insurance for themselves and their dependents. This premium payment will end when the retiree reaches age sixty-seven (67). Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments.

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

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

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

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 lease 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.

B. **WORKDAY.** Each employee shall be assigned a fixed and regularly scheduled minimum number of hours. The daily distribution of the hours and the starting and ending times may be adjusted by the District to reflect the needs at 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 ten (10) 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 (Appendix I) and discussing reasons for the schedule change. Such notice shall be in writing on the appropriate Human Resource Services form. Completed forms will be kept at the employee's work location. The ten (10) day period may be reduced and/or waived with the employee's consent.

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

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

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

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

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

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

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

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

F. **LUNCH PERIODS.** Except as described below, all employees covered by the terms of this Agreement who have a workday of five (5) hours or more shall be entitled to a duty-

free lunch period of not less than one-half (1/2) hour which shall occur approximately at midpoint of the shift.

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

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

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

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

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

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

I. **OVERTIME.** Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at the rate of pay equal to one and one-half (1 ½) times the regular rate of pay or at one and one-half (1 ½) times the rate for the classification in which

the work was done, whichever is higher. If there is a misuse of leave, the employee may be susceptible to progressive discipline and face the loss of their overtime assignment. Overtime is defined as follows:

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

1. **Standard Workweek.** Any time worked in excess of eight (8) hours in any one (1) day or on any one (1) shift, or in excess of forty (40) hours in a calendar week (except as provided for in Education Code, Section 45127). An employee with an average workday of four (4) hours or more during the standard workweek shall be compensated for any work required to be performed on the sixth (6^{th}) or seventh (7^{th}) day following the commencement of the standard workweek at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work. An employee having a standard workweek of fewer than four (4) hours shall, for any work required to be performed on the seventh (7^{th}) day following the commencement of the workweek, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work.

2. **Four/Ten (4/10) Workweek.** Any time worked in excess of the ten (10) hours in any one (1) day or work performed on the fifth (5^{th}), sixth (6^{th}), or seventh (7^{th}) days. An employee working an average workday of five (5) hours or less shall be compensated at the rate of one and one-half (1½) times the regular rate for work required on the sixth (6^{th}) or seventh (7^{th}) day.

3. **Nine (9) Hours Per Day, Eighty (80) Hours Per Two (2) Weeks.** Any time worked in excess of nine (9) hours in any one (1) day or in excess of eighty (80) hours in a two (2) week period shall be compensated at the rate of one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work.

4. **Holiday Work**. Employees who perform authorized work on days declared to be holidays shall receive compensation at the rate of time and one-half (1½) in addition to the pay to which the employee is otherwise entitled for the holiday.

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

J. **COMPENSATORY TIME OFF.** An employee who works assigned overtime shall have the option to accumulate compensatory time credit in lieu of cash payment. Compensatory

time credit will be calculated by multiplying the number of actual hours worked by one and one-half (1½). If the service needs of the District will not be impaired, absence for credited time may be granted by the appropriate shop/office manager. Compensatory time off requests shall be submitted in writing at least seven (7) working days in advance prior to the commencement of the compensatory leave period. The department head or designee shall respond within three (3) full working days of receipt with the approval or denial of the request. If the written request is made for 8 hours or less, the approval will be at the discretion of the immediate supervisor/manager. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within the twelve (12) calendar months following the month in which the overtime was worked and without impairing the service rendered by the District. Such compensatory time off shall be at the rate of time and one and one-half (1½). In the event the compensatory time off is not utilized within the twelve (12) calendar months following the month in which the overtime was worked, the unit member shall be notified in advance and receive compensation for the unused compensatory time. In accordance with the Fair Labor Standards Amendments of 1985, the employee may accrue no more than two hundred forty (240) hours compensatory time.

K. **ASSIGNMENT AND DISTRIBUTION OF OVERTIME.** Assignment of overtime shall be made in order to distribute and rotate overtime as equally as is practical among eligible, qualified members in the bargaining unit within each work location and classification. Additionally, when practical, overtime shall be distributed utilizing an overtime rotation list created by the supervisor based on classification seniority. In this context "qualified" is defined as having the training and experience for the respective classification(s) specific to the overtime assignment and having worked in a regular assignment in the classification. Overtime shall be posted at each site or work location for those classifications with more than two (2) unit members. Overtime for all employees (including provisionals and substitutes) will be posted in each of the shops in the Maintenance Yard, Transportation Yard, and Nutrition Services. An up-to-date account of overtime worked and charged to the unit member will be posted on the first workday of each pay period. The overtime rotation list will be made available upon request by bargaining unit members. Overtime shall be offered to provisional and substitute employees only when no qualified regular (permanent or probationary) employee is available and willing to work. Any employee working out of classification will not be eligible to work overtime in his/her regular position unless it is determined by the manager/supervisor that there are no other employees available in the classification at the respective work location. District managers/supervisors shall have the right to determine whether a need exists or whether a job must be completed and to assign employees required to meet the need. Bargaining unit members may refuse overtime work, except when the District determines that an emergency exists, the manager/supervisor shall be empowered to direct the bargaining unit member to work the overtime. The order of overtime distribution for overtime assignments which bargaining unit members are <u>qualified</u> to work, is as follows:

1. Employees at the site in classifications specific to the overtime specific to the overtime assignment, rotated by seniority.

2. Other qualified employees at the site with other classifications.

3. Qualified employees, as defined by this section, from other sites. Notification for overtime opportunities will be sent to all qualified employees as early as reasonably practicable. These opportunities will be filled by the first qualified employee who responds..

4. Employees outside of the bargaining unit.

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

M. **CALL-INS, CALL-BACKS.** The needs of the District and the personal wishes of the employee shall be considered when an employee is requested to work outside of his/her regular job schedule. District managers/supervisors shall have the right to determine whether an emergency exists or whether a job must be completed and to assign employees required to meet the need. An employee may refuse call-in/call-back work, except that when the District determines that a need exists, the manager/supervisor shall be empowered to direct the employee to work the call-in or call-back. The manager/supervisor shall attempt, where practical, to identify a qualified employee who wishes to work the call-in or call-back before directing someone to work the call-in or call-back against his/her wishes. Assignment of call-in or call-back work will be distributed equally as is practical among eligible, qualified employees in the bargaining unit. An up-to-date account of call-ins and call-backs worked and charged to the employee will be posted on the first workday of each pay period.

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

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

P. **SUMMER AND INTERSESSION ASSIGNMENT.** Vacancies due to summer vacation, intersession, or recess and other short-term summer or intersession positions shall be filled by appointments made from appropriate special lists of all eligible bargaining unit employees

who make specific application each year by the third Friday in March, unless this date falls during spring recess in which case the deadline will be the second Friday in March. The District will notify the affected employees of their proposed summer assignment at the earliest possible date as assignments are finalized. When possible, all employees who receive and assignment will be notified no later than the last week of May.

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

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

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

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.** The regularly assigned, full-time bus drivers employed by the District on April 28, 2015 shall work an eight (8) hour work day, five (5) days per week. This provision shall not apply to any other current or future employees. The eight

(8) hour workday will be assigned within a period of eleven (11) consecutive hours with a maximum three (3) hour split in the assignment effect 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 employees' annual salaries. If an employee is required to work on an identified equalization day(s), he/she has the option to accrue compensatory time off at the "straight time" rate. Utilization of accrued compensatory time is subject to provisions specified in Article VI, Section J., of this Agreement.

ARTICLE VII

Holidays

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

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

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

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

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

Example:

Holidays Flex Calendar	Holidays Traditional Calendar
Admission Day	Admission Day
Labor Day	Labor Day
Veterans Day	Veterans Day
Thanksgiving Day	Thanksgiving Day
**Friday following Thanksgiving Day	**Friday following Thanksgiving Day
Christmas Eve	Christmas Eve
Christmas Day	Christmas Day
New Year's Day	New Year's Day
Dr. M. L. King, Jr. Day	Dr. M. L. King, Jr. Day
Lincoln Day	Lincoln Day
Washington Day	Washington Day
Memorial Day	Memorial Day
Juneteenth	Juneteenth

**In an effort to equalize holidays among employees who work non-traditional school year calendars, the Friday following Thanksgiving Day does not apply to flex ten (10) month employees including 206, 209, and 220 day employees whose regular assignment includes Independence Day.

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

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

E. **HOLIDAY PAY.**

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

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

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

      (1) Example 1: A fifty percent (50%) assignment = twenty (20) hours per week at four (4) hours per day for each of five (5) days. Employees who are assigned at four (4) hours per day for each of five (5) days per fifty percent (50%) assignment = twenty (20) hours per week at eight (8) hours per day for two (2) days and four (4) hours for one (1) day. Employees who are assigned two and one-half (2½) days per week also earn and receive holiday pay for four (4) hours per holiday.

      (2) Example 2: A fifty percent (50%) assignment = twenty (20) hours per week at eight (8) hours per day for two (2) days and four (4) hours for one (1) day. Employees who are assigned two and one-half (2½) days per week also earn and receive holiday pay for four (4) hours per holiday and the work site is entitled to the difference between the twenty (20) assigned hours and the four (4) holiday hours, or a total of sixteen (16) hours for the week.) It is the joint responsibility of the department head/site administrator and the employee to rearrange the assigned work hours in the week in which a holiday falls to implement this concept.

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

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

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

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

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

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

ARTICLE VIII

Leaves of Absence

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

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

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

1. Each employee who receives an initial appointment after July 1 shall be credited as of the date of his/her appointment with a number of days proportional to the remainder of his/her assigned work year.

2. An employee serving an initial provisional or probationary period shall not be eligible to be paid for more than half the days of full pay for illness provided until the first day of the pay period after completion of one hundred thirty (130) days of paid service in a regular assignment.

3. Thereafter, as long as he/she remains a regular employee, he/she will be credited annually with the number of full-pay illness days provided for his/her assignment year.

4. The employee who does not complete the year of service after the July 1 yearly grant of sick leave according to his/her assignment shall have the sick leave balance reduced proportionally to the number of days to the date of his/her departure from the District. This adjustment may result in an overpayment which would be handled as described in Article V, Section A.3.

5. Kin Care Leave (Labor Code § 233) – Up to ½ of the employee's annual sick leave entitlement may be used to attend to an illness of or take to a doctor for preventive care the employee's child (regardless of age or dependency status), parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, designated person (as defined by state and/or federal statute), or sibling. All employees are to report

Kin Care Leave absences to their work site in accordance with Section Y of this article. The district may require evidence of facts relevant to any Kin Care leave for which there exists the suspicion of possible abuse of leave. Where suspicion exists, the employee shall be notified of said requirements prior to the utilization of leave.

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

C. **CUMULATIVE SICK LEAVE USE SUBJECT TO PROOF.** All employees are to report absences to their work site in accordance with Section Y of this article. The District may require evidence of facts relevant to any illness leave for which there exists the suspicion of possible abuse of such leave. Where suspicion exists, the employee shall be notified of said requirement prior to utilization of leave.

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

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

F. **NO SICK LEAVE WHILE ON LEAVE OR LAYOFF.** Layoff or leave of absence without pay shall not be considered an interruption of continuous service, but illness leave shall not be allowed while an employee is in a non-paid status, except as otherwise required by law.

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

1. **<u>Absence Less Than Five (5) Months</u>.**

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

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

2. **Absence Exceeding Five (5) Months.** Employees who have been absent from duty because of illness or injury for a period of more than five (5) school months shall be cleared by their own physician and shall submit the required form to the District-designated physician for review and clearance.

3. **Return From Military Service.** Employees returning from a leave of absence for military service exceeding two (2) calendar months shall be cleared by their own physician and shall submit the required form to the District-designated physician for review and clearance.

4. **Health Report Required At Any Time.** The Deputy Superintendent, Human Resource Services, or his/her designee may require and direct an employee to submit to a physical examination should it appear to be necessary for the best interests of the District. These examinations may be made by the District-designated physician at District expense, or by the employee's physician at the employee's expense.

5. **Health Reports Made To The District-Designated Physician.** The report of the examining physician shall be made to the District-designated physician on the District required form and shall include a response to all items listed therein.

6. **Special Health Examination Required.** The Deputy Superintendent, Human Resource Services, or his/her designee may require any employee who has been permitted to return to duty under the terms of this Agreement and who is again absent by reason of illness or accident during the same calendar year for a period of one (1) month or more to report to the District-designated physician for a health examination.

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

I. **STATUTORY LEAVE.** All permanent and probationary classified employees absent from duty because of personal illness who have exhausted their full-pay illness allowance leave

shall be eligible for one hundred (100) days (eight hundred [800] hours) of one-half (1/2) salary sick leave per fiscal year. Employees assigned less than full time shall be entitled to a proportionate allowance according to their percent of assignment. A permanent classified employee shall be eligible to request statutory leave when all other available leaves have been exhausted. These allowable leaves are full-pay; illness, vacation balance, vacation accrual balance, and personal leave at one-half (1/2) pay. A probationary classified employee shall be eligible to request statutory leave when his/her allowable illness leave (Article VIII, Section A.2.) and personal leave at one-half (1/2) pay have been exhausted. The employee shall submit a form to his/her site administrator requesting statutory leave, which includes a statement from a physician stating that the employee is unable to work. It is the responsibility of the employee to submit the form to the District-designated physician for verification of the illness or injury, and the duration of the absence after which the employee shall be eligible for statutory leave as prescribed in the Education Code. No written request or physician's statement is necessary for statutory leave for four (4) consecutive working days or less. Before an employee's statutory leave ends, the employee shall indicate his/her intentions about returning to work. If unable to return to his/her regular assignment, the District will notify the employee that he/she will be placed on the Thirty-Nine (39) Month Reemployment List and the District will also notify him/her of the following options:

1. Apply for a leave of absence without pay to start no later than the end of the statutory leave;

2. Terminate service by resignation; or

3. Request retirement, if eligible.

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

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

The usual period of confinement following the birth of a child is considered to be six (6) weeks. If the employee's condition varies from the usual in that she is able to resume performance of all duties related to her regular assignment at an earlier date or, if it is necessary to extend the leave beyond six (6) weeks, the employee shall present the District-

designated physician or principal/division or office manager with a statement from her attending physician which describes the estimated length of absence. The employee must obtain and furnish appropriate forms completed by her physician and deliver them to the District-designated physician or principal/division or office manager.

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

K. **PARENTAL LEAVE.**

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

1. **Definitions:** For purposes of this section "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom (see Section J).

2. **Eligibility:** All full-time and part time unit members who have been employed with the District for twelve (12) months are entitled to utilize parental leave. There is no threshold number of hours that part-time unit members, as well as full-time unit members, must work in order to be eligible for parental leave.

3. **Paid Leave:** Unit members are entitled to use available current and accumulated sick leave for parental leave, for up to 12 work weeks, if the employee chooses to do so. When the unit member elects to use paid parental leave, he or she must first use his or her regular accrued paid sick leave, and then, with this accrued leave is exhausted, the unit member is entitled to one-half (½) pay for the remainder of the 12-week leave.

4. **Notice:** The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave.

5. **Use of Leave:** Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave of less than 2 weeks on up to two occasions.

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

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

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

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

1. **Death of a member of the immediate family** when additional leave is required beyond that provided in this Agreement. (See Section R for definition of immediate family.)

2. **Accident, involving his/her person or property** or the person or property of a member of his/her immediate family. (See Section R for definition of immediate family.)

3. **Appearance in court** or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

4. **Illness in the immediate family of the employee.** (See Section R for definition of immediate family.)

5. **Protection of the employee's home** in the event of a catastrophe such as flood, fire, civil unrest, or earthquake.

6. **Compelling Personal Reasons.** Maximum of four (4) days per fiscal year; prior approval of the absence by the appropriate manager/supervisor normally required at least two (2) days prior to such leave, for business or other legal activity of serious and compelling personal importance, that cannot be conducted before or after the workday. The reason for this leave need not be disclosed by the employee. Leave for compelling personal reasons shall not be approved on days immediately before or immediately after a District calendared holiday unless the manager/supervisor determines that exceptional circumstances exist.

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

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

1. **Probationary and Permanent Employees Eligible.** The provisions of this Section shall apply to employees who have either probationary or permanent status in the classified service.

2. **Industrial Leave Allowance.** An employee in the classified service absent from duty because of industrial injury or illness resulting from a regular assignment, including authorized overtime, and qualifying under the provisions of the workers' compensation insurance law, shall be allowed for each injury or illness full salary from the first day of absence not to exceed four hundred eighty (480) working hours. Employees assigned less than full time shall be entitled to a proportionate allowance according to their percent of assignment. Allowable leave under this Section shall not be cumulative from year to year.

3. **Rate of Payment For Leave.** Payment for industrial injury or illness leave on any day shall not, when added to award granted an employee under the workers' compensation laws of this state, exceed the normal wages for the day. The normal wages for the day shall, in the case of employees paid on an hourly basis, be based on the assigned time of the employee.

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

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

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

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

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

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

9. **Return to Work.**

   a. It is the intent of the District to return employees to work from a worker's compensation injury or illness whenever possible.

   b. Employees must submit medical clearance for return to work to their work location/site.

   c. All return to work requests related to a worker's compensation injury or illness will be reviewed by the immediate supervisor in conjunction with Risk Management.

   d. Employees must be cleared by Risk Management before being allowed to return to work.

   e. In cases where the employee is permanent and stationary, an interactive meeting will be convened between the District, (including but not limited to Risk Management, the immediate supervisor, and Human Resource Services), and the employee, and his/her legal representatives or any other representative including but not limited to a CSEA representative to discuss returning to work.

   f. All return to work requests which specify modified duty shall be reviewed by the immediate supervisor and Risk Management to determine if work can be provided in the employee's classification or related classifications. If modified duty is approved, the District will make the final determination of the appropriate duty.

10. **Payments While On Leave.** During all paid leaves of absence as provided in this Section, the employee shall endorse to the District benefit checks received under state workers' compensation laws. The District shall issue to the employee appropriate warrants and payments of wages and shall deduct normal retirement and all authorized contributions. If combined payments under this Section total less than the normal full salary, as in the case of statutory leave, the employee shall not be required to endorse to the District benefit checks received under workers' compensation laws.

11. **Placement on Reemployment List.** When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When cleared to return to work, during the thirty-nine (39) month period, he/she shall be employed in a

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

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

1. **Absence Because of Appearance In Court.** A permanent or probationary classified employee, other than a litigant in a case, who is necessarily absent because of appearance before a grand jury, in court as a witness, except as a result of employment outside the Long Beach Unified School District, or before a state commission or hearing officer in response to a subpoena duly served, or having received a letter directing service as a juror, shall be paid full salary during the period of such absence. In any case in which a witness fee or fee for jury duty is payable, such fee shall be collected by the employee and remitted to the District. The employee will furnish a copy of the official summary of jury duty/witness fees to the payroll clerk. No employee shall be required to remit more than his/her regular rate of pay for his/her absence.

2. **Notification of Subpoena.** The employee shall immediately advise his/her supervisor of receiving such subpoena or letter directing him/her to appear for qualification for jury service and/or for jury service.

3. **Employee's Return To Work.** Employees who are released from appearance in court as a witness or juror during any workday shall report for work for the balance of the workday as directed, allowing for reasonable travel time. If the employees' regular shift is other than a day shift, the excused employee shall be assigned to the day shift for the duration of the period of court service. The District will pay the employee's regular salary, including shift differential pay, on those days verified by certification.

4. **Certification of Service Required.** Each date of necessary attendance in court or before a grand jury as a witness or a juror shall be verified. The employee shall have the court clerk or other appropriate official certify as to the dates and time of attendance as a witness or to the dates paid for jury service, and the dates called for service but excused without pay. This certification shall be filed by the employee with the person responsible for his/her time reporting, who will forward it to the Payroll Branch. In cases in which a time report is due prior to conclusion of appearance in court, the employee shall certify as to the days served in lieu of official certification. All such employee certifications must be covered by the official certification for the entire period of such service, which must be submitted to the payroll clerk at the conclusion of such service.

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

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

O. **ABSENCE FOR EXAMINATION.**

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

   Every employee taking a District promotional examination for which he/she is qualified and/or participating in district interviews, will be granted compensating time off equal to the time required to take the examination and/or participating in the inteviews, if the examination is scheduled at a time other than during the employee's regular working hours.

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

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

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

   a. Child Care (beyond parental leave as describe in Section K)

b. Military Service (except to the extent paid leave is provided by law)

c. Rest and Recreation

d. Rest and Recuperation

e. Study

f. Government Service (including, but not limited to, Peace Corps, Vista, elective office, etc.)

g. Work in another school district one hundred fifty (150) miles or more from Long Beach

h. Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA)

i. Other reasons which are deemed sufficient by the Board of Education.

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

a. An employee who has been granted a leave for thirty (30) days or more shall complete one (1) year of service before a second leave will be granted, except as otherwise provided.

b. Leave of absence shall not be granted for more than twelve (12) consecutive calendar months, with the following exceptions:

(1) Leave of absence for military service shall be granted as provided in the Education Code and the Military and Veterans Code.

(2) Leave of absence for government service, as defined above, shall not exceed twenty-four (24) consecutive calendar months.

c. Leave of absence for child care may be granted immediately following parental leave (Section K) for not to exceed one (1) year. The employee must notify the immediate supervisor and Human Resource Services at least thirty (30) days prior to the beginning date of the leave. In the event of adoption, a leave of absence for child care may be granted upon request as provided in this Section.

d. Leave of absence to work in another school district is limited to:

(1) A school district outside a radius of one hundred fifty (150) miles from the LBUSD (as measured from central district offices);

(2) Not more than one (1) year of leave for this purpose during a seven (7) year period.

e. Family Medical Leave. Employees shall be granted leave under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) pursuant to Federal and State Statutes. When eligibility is due to the employee's health condition, such leaves will run concurrent with statutory leave at half pay status. When the leave is granted for other than the employee's own health condition, such leaves will be unpaid. This section does not supersede other provisions granted by this Agreement.

3. **Additional Leave.** An employee who has been granted a one (1) year leave of absence without pay may request one (1) additional consecutive year leave of absence for good and sufficient cause, provided that further absence does not harm or hinder the operation of the District. Return from leave under this provision shall be in accordance with Article VIII, Section P.4.

4. **Return From Leave.** Return from leave shall be subject to the following conditions:

a. An employee on leave must give notification in writing to Human Resource Services not less than thirty (30) days prior to the expiration of the leave that it is the intention of the employee to return to active service. If the leave is less than thirty (30) days, the employee must give notification in writing to Human Resource Services no later than one day prior to his/her intention to return to service.

b. Unless the permanent employee substituting for the absent employee gains more seniority, an employee will be assigned to the same position or a position in the same classification upon return to service following a leave of absence only if:

(1) Absent six (6) calendar months or less.

(2) Absent one (1) year or less on child care leave, granted in accordance with this Agreement.

(3) Absent for military or other government service.

(4) Absent on leave for rest and recuperation.

c. An employee returning from leave of absence who does not come within the above provisions will be assigned to a vacant position in the classification in which the employee holds status. If no such vacant position is available, the

employee's name shall be placed on the reemployment list for the classification for a period of thirty-nine (39) months. He/she may return to a vacant position in a classification at the same or a lower salary level for which he/she is qualified.

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

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

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

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

Q. **MILITARY LEAVE OF ABSENCE.**

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

2. **Definition of Military.** The term "military" as used in this Agreement is defined as including army, navy, marine, air force, coast guard, or other armed service of the United States, or as may otherwise be defined by law.

3. **Return From Military Service.** An employee returning from military service who presents his/her discharge as evidence of such service shall be returned to his/her former classification if such classification exists and shall have the privilege of

accepting assignment to other vacant positions in comparable or lower classifications for which he/she is qualified.

R. **BEREAVEMENT LEAVE OF ABSENCE.** Employees of the District shall be granted necessary leave of absence because of the death of any member of his/her immediate family. Not more than five (5) days shall be granted.

Bereavement leave is non-cumulative and should generally be taken sequentially and immediately following the death of a member of the immediate family or reproductive loss as permitted by law. If special circumstances exist where the employee cannot take the leave sequentially and immediately, the employee must notify his/her supervisor immediately following the death of a member of his/her immediate family. The leave must be taken within a reasonable period not to exceed six months.

No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other Sections of this Agreement or provided by the governing board. Member of the immediate family, as used in this Section, means parent, step-parent, grandparent, child or grandchild of the employee or of the spouse of the employee, and the spouse, child in-law, sibling, sibling in-law of the employee or any person having a principal place of residence in the immediate household of the employee, including registered domestic partners of their immediate family.

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

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

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

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

W. **SICK LEAVE DONATION PROGRAM.** The Sick Leave Donation Program is created pursuant to Education Code, Section 44043.5. The purpose of the Sick Leave Donation

Program is to provide assistance to bargaining unit members suffering from a catastrophic physical illness or injury. This Sick Leave Donation Program provides employees with an opportunity to be restored to health so they may return to work. Additional information, including the forms, may be found in Appendix C of this Agreement.

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

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

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

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

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

   f. Catastrophic Illness or Injury: Catastrophic illness or injury is defined as a serious illness or injury identified by the unit member's treating physician; requiring hospitalization or recovery therefrom for an extended period of time which would result in a financial hardship.

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

   a. A bargaining unit member is eligible for catastrophic leave if;

      (1) He/she has exhausted all of his/her accrued paid leave, which includes, but is not limited to, sick leave and vacations.

      (2) He/she is suffering from a catastrophic illness or injury that is expected to incapacitate him/her for an extended period of time.

      (3) The incapacity suffered by the employee requires him/her to take time off from work beyond the number of days covered by the

employee's accrued paid leave and financial hardship would result for the bargaining unit member.

b. The maximum number of days which a recipient may receive for the same illness shall be no more than the total number of duty days in the employee's work year.

c. Sick leave and vacation days accrued by the recipient during the time he/she is on catastrophic leave shall be credited against the employee's days of absence. These days are in addition to the maximum number of days of catastrophic leave which the recipient is entitled to receive.

d. Unit members receiving remuneration under worker's compensation provisions shall not be eligible to draw catastrophic leave.

e. Employees who may be eligible for disability payments under the Public Employees Retirement System (PERS) shall apply for benefits at the earliest opportunity. Upon approval for receipt of PERS or STRS disability payments, the unit member's eligibility to continue to draw catastrophic leave shall cease.

3. **Guidelines for Donor Participants.**

a. Any member of the bargaining unit who has available monthly sick leave balances may donate to an employee who is in need of catastrophic leave. The required minimum donation shall be one (1) day (eight [8] hours).

b. Employees who are not members of the bargaining unit may also donate to the employee who is in need of catastrophic leave, but under the provisions of this program, these employees will not be eligible to draw such leave.

c. If an employee wishes to contribute more than one (1) day, he/she may donate up to a total of five (5) days per year to a specific employee who has been authorized for catastrophic leave. Employees donating more than one (1) day must have a balance of twenty (20) days of accrued monthly sick leave at the time of donation.

d. Donating employees must acknowledge in writing the donation is voluntary, irrevocable, and confidential and this written acknowledgement must be submitted to the Payroll Department. Leave donated within the provisions of this program shall be deducted from the employee's accrued monthly sick leave days only.

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

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

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

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

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

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

e. Upon being informed of a need for a sick leave donation and having decided to make a donation, donor employees shall submit the Donation of Sick Leave Hours form directly to the Payroll Department.

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

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

(2) Crediting the receiving employee with donated sick leave. Donated sick leave will be provided in increments of no more than forty (40) total work days at any one time.

(3) Maintaining a record of the names of donors, the number of days each employee has donated, and the dates the Donation of Sick Leave Hours have been received.

(4) Monitoring receiving employees' catastrophic leave balances to ensure that donated leave transferred does not exceed the total number of days in the receiving employees' regular work years.

(5) Notifying payroll clerks and employees at those work sites/schools to which donors are assigned that donations have occurred and that donor employee sick leave balances need to be adjusted accordingly on records at the work site/school.

(6) Notifying the payroll clerk at the work site/school to which the receiving employee is assigned that the employee has received an initial catastrophic leave increment of up to forty (40) days. In the event that additional increments are provided, a similar notification shall be communicated to the payroll clerk.

g. Donated sick leave days will be distributed to the recipient by the Payroll Department based on donations for the employee up to one year. If less, the final increment shall reflect the balance of those days donated.

h. If the requesting recipient exhausts all paid sick leave before final approval is secured and is placed on statutory leave before the sick leave donation is approved, statutory leave charged to the employee shall be restored upon determination of approval and days previously charged to statutory leave shall be charged to the catastrophic leave donation program.

i. If the total number of days which are donated to a specific employee is not used by that employee the balance of unused days shall be transferred to a designated sick leave depository. Depository records will be maintained by the Payroll Department, and these records shall be available for review by

CSEA upon request. Days carried over will be available to recipients whose requests are approved at a later date.

j. Receipt of catastrophic leave benefits under this program shall delay the beginning of the period of eligibility for statutory leave. The employee will become eligible for statutory leave after all catastrophic leave has been exhausted.

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

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

X. VACATION ALLOWANCE.

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

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

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

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

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

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

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

payment for accumulated vacation shall be made to an employee who terminates prior to attaining eligibility to take vacation. No vacation shall be taken until earned.

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

3. **When Vacation Is Taken.** The District and the CSEA agree that timely utilization of all earned vacation benefits both the employee and the school district. Earned vacation is to be taken at a time when the efficiency of the District will be least affected. Vacation shall be taken only at times approved by the department head or his/her designee; however, District managers and supervisors will consider the wishes of the employee when scheduling vacation. Vacation requests shall be submitted in writing at least seven (7) working days prior to the commencement of the vacation period. The department head or designee shall respond within three (3) full working days of receipt with the approval or denial of the vacation request. If the written request is made for 8 hours or less, the approval will be at the discretion of the immediate supervisor/manager. If there is a conflict in vacation dates requested by employees, the conflict will be resolved on the basis of the greatest seniority in the District; except that a more senior employee may not "bump" a less senior employee once the annual vacation schedule has been established.

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

b. All employees whose regular assignments begin and terminate with the opening and closing of the traditional school session shall be paid during winter, spring, summer, or intersession recess periods for vacation due them; or with the approval of the department head, requested vacation may be taken on student-free days or at other times.

c. Effective the first day of any fiscal year (July 1) employees may have accumulated vacation credit not to exceed the amount of vacation credit earned in one and one-half (1½) years of paid service. Upon notification, employees shall be given the opportunity to schedule and take vacation days in excess of this amount prior to July 1 subject to the needs of the District. Any excess vacation days not scheduled and taken by the employee shall be taken at the direction of the site administrator.

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

(1) To receive in-lieu payment for any vacation balance in excess of the vacation credit earned in one and one-half (1 ½) years of paid service; or

(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 (½) hour at a time.

b. Pay Upon Termination. On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation, except that employees who have not completed the number of hours of employment which corresponds to six (6) months or one hundred thirty (130) days of paid service, whichever is longer, shall not be entitled to such compensation.

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

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

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

Y. **REPORTING OF ABSENCES / REPORTS REQUIRED.** For the use of sick (including statutory), personal necessity and bereavement leaves, all employees shall notify their immediate manager or the manager's designee of their intended absence prior to the beginning of the employee's workday. Any classified employee absent for any of the reasons provided in this Agreement shall file with their immediate manager or the manager's designee a completed and signed "Certificate of Absence" form. Upon request, the employee shall receive a copy of the completed and signed "Certificate of Absence" form.

Z. **CASUAL ABSENCE:** Department heads shall have discretionary power, when the necessity demands, to grant to employees permission to be absent without loss of salary, parts of a day not exceeding one-half (½) day when good reason for such absence exists, provided that this power shall not be construed to confer the right to reduce the established number of working hours per month of the employee, and provided further that in no case shall the work of the department or division be materially retarded by the granting of such absence; and provided further that frequent requests from an employee for such absences, even for short periods, are to be avoided.

ARTICLE IX

Transfers and Promotions

A. **TRANSFERS.**

1. An employee may be transferred to meet the needs of the District as determined by the District from one position to another position in the same classification at the discretion of the division head(s) where the positions are located. Transfers shall not be made for punitive reasons; it is agreed, however, that any grievance which alleges that a transfer was made for punitive reasons shall be excluded from binding arbitration.

2. Reasons for any transfer 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. Such notice shall be in writing on the appropriate form (Appendix I).

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 Executive Officer, Personnel Commission and Classified Employment. A transfer request shall remain active through June 30 at which time the request must be renewed. No obligation shall exist to fill a position by transfer rather than by any other method of appointment; however, each employee will be notified that his/her transfer request has been received. Each transfer request will be so identified on the appropriate eligibility list(s). When there are no more than three (3) transfer requests on the eligibility list, each employee requesting a transfer will be interviewed for the available position. When there are more than three (3) transfer requests on the eligibility list, the person responsible for filling the position

will select at least three (3) employees with the most seniority requesting a transfer to be interviewed.

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

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

6. An employee transferred shall:

   a. Receive the same step in the salary range for the new position.

   b. Retain his/her anniversary date for receiving salary increments.

   c. Retain his/her accumulated sick leave and vacation credits.

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

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

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

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 one hundred twenty (120) calendar days.

ARTICLE X

Safety Conditions

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.

A. **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.

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 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.

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

E. **TESTING PROCEDURES.**

1. All tests conducted pursuant to this Article shall comply with the requirements as specified in Title 49 of the Code of Federal Regulations (49 CFR Part 40).

2. Any tests that do not comply with the requirements as specified shall be rated as negative tests.

3. Affected employees may review reference copies of the Federal Regulations in the Transportation Branch or the Long Beach Chapter 2 CSEA Office.

F. **PRE-EMPLOYMENT TESTING.**

1. Prior to the first time a driver performs safety-sensitive functions for the employer, he/she shall undergo testing for controlled substances and shall receive a controlled substances test result from a medical review officer.

2. The employer reserves the right not to employ an applicant who has received a controlled substances test indicating a verified positive test result.

3. Any dispute arising from pre-employment testing of persons not employed by the District is not subject to the grievance procedure.

G. **POST-ACCIDENT TESTING.**

1. As soon as practicable following an accident involving a motor vehicle, the employer shall test for alcohol and controlled substances each surviving driver:

   a. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life, or

   b. Who receives a citation under state or local law for a moving violation arising from the accident.

2. If an alcohol test is not administered within two (2) hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If the test is not administered within eight (8) hours following the accident, the test shall not be given.

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

H. **RANDOM TESTING.**

1. The employer shall randomly select from all drivers for alcohol and controlled substances testing during each calendar year in accordance with applicable federal law. The minimum annual percentage rate for random alcohol testing shall be twenty five percent (25%) of the average number of driver positions. The minimum annual percentage rate for controlled substances testing shall be fifty percent (50%) of the average number of driver positions.

2. The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method which ensures that each driver shall have an equal chance of being tested each time selections are made.

3. The employer shall ensure that the random tests are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year. Every driver who is notified of selection for random testing shall proceed to the test site immediately.

4. A driver shall be subject to random alcohol and/or controlled substances testing at the following times: while the driver is performing safety-sensitive functions; just before the driver is performing safety-sensitive functions; or just after the driver has ceased performing such functions.

5. Drivers will not be recalled from an approved leave of absence for purpose of random alcohol/controlled substances testing.

I. **REASONABLE SUSPICION TESTING.**

1. The employer shall require a driver to submit to an alcohol and/or controlled substances test when the employer has reasonable suspicion to believe that the driver has engaged in prohibited conduct, as set forth in this Agreement. The employer's determination that reasonable suspicion exists must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver.

2. The person (Supervisor, Job Code S1, or Manager, Job Code M1 or M2) who makes the determination that reasonable suspicion exists to conduct an alcohol and/or controlled substances test shall not conduct the test of the driver or participate in the chain of custody of any specimen for testing.

3. A driver shall have the right to request to have a union representative accompany him/her to a test site.

J. **RETURN-TO-DUTY TESTING.** The employer shall ensure that before a driver returns-to-duty requiring the performing of a safety-sensitive function after engaging in prohibited conduct, the driver shall undergo, as applicable, a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02; or a return-to-duty controlled

substances test from a medical review officer indicating a verified negative result, except in the situation described in Section D.2.

K. **TRANSPORTATION.**

1. If a driver produces a test result indicating an alcohol concentration equal to or greater than 0.04, or if the driver produces a verified positive result of a controlled substances test, that driver shall be transported to his/her residence as arranged by the employer.

2. If a driver is required to take an alcohol and/or controlled substances test because of reasonable suspicion as defined in Section I above, the driver shall be transported to his/her residence as arranged by the employer.

L. **REFERRAL, EVALUATION, AND TREATMENT.**

1. Each driver who has engaged in prohibited conduct, as defined in this Article, shall be advised of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and controlled substances.

2. Each driver who engages in conduct prohibited by this Article shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and/or controlled substances use. The substance abuse professional shall be a person who has qualified for that position in accordance with applicable federal requirements.

3. In addition, each driver identified as requiring assistance in resolving problems associated with alcohol misuse or controlled substances use shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed by that professional. In addition, the driver shall be subject to unannounced follow-up alcohol and/or controlled substances tests administered by the employer following the driver's return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional, and consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty.

4. The requirements relating to referral, evaluation, and treatment do no apply to applicants who have a pre-employment controlled substances test with a verified positive result.

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

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

M. **POSITIVE TESTS.**

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

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

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

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

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

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

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

   c. The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.

4. If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the employer as a negative test.

5. The medical review officer (an impartial, non-District employee) shall be a licensed physician with special training in substance abuse disorders, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the driver's employer.

6. The cut-off levels in this Section are those required for FHWA regulations. They will be automatically adjusted to be consistent with changes, if any in the levels specified by those regulations (Title 49, Code of Federal Regulations, Section 40.29, subdivision F).

N. **EMPLOYEE INFORMATION.**

1. The employer shall distribute this Article to each driver prior to the start of alcohol and controlled substances testing. The employer shall also distribute this Article to each driver hired after the adoption of this Article, and to each driver transferred into a position requiring a commercial vehicle license.

2. The person responsible for answering employee questions concerning this Article shall be the Director of the Transportation Branch.

O. **REQUIRED TRAINING.**

1. All employees designated to determine whether reasonable suspicion exists to require a driver to undergo testing shall receive at least sixty (60) minutes of training on alcohol misuse and at least an additional sixty (60) minutes of training on controlled substances use.

2. All drivers subject to this Article shall receive training on alcohol misuse and controlled substances misuse. In addition, two (2) CSEA stewards shall receive the same training provided to supervisors for reasonable suspicion determination.

P. **RECORD RETENTION.**

1. The employer shall retain all records in accordance with applicable federal law.

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.

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 any rating that includes a "Needs To Improve" (N) or "Unsatisfactory" (U). Content of the comments including those from the “Improvement Plan and Strategy for Assistance” shall not be grievable.

5. A revised rating may be submitted any time upon evidence of changed work habits or performance on the part of the employee.

6. Upon satisfactory completion of the "Improvement Plan and Strategy for Assistance" the employee shall be eligible for summer/intersession employment following the assignments of employees whose last fully resolved service rating is satisfactory if additional summer assignments are available.

D. **EMPLOYEE'S COPY.** Whenever a rating is made, a conference shall be held to review the rating and a signed original of the full report shall be given by the rater to the employee being rated at said meeting. In the event of a prolonged absence by the employee, the rating may be mailed to the employee provided the rating is fully satisfactory. For permanent employees whose rating is less than satisfactory, the annual evaluation due date shall be extended by ten days from the date the evaluatee returns to work. A conference shall be held with the evaluatee within those then (10) days.

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

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

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

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

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

Superintendent or Chief Business and Financial Officer will have ten (10) days from the receipt of a written appeal to determine if the rating content is accurate or inaccurate. If the Assistant/Deputy Superintendent or Chief Business and Financial Officer determines the rating content is inaccurate, he/she shall direct the immediate supervisor/manager to rewrite the rating. The immediate supervisor/manager shall give a copy of the revised rating to the employee and the revised rating shall be placed in the employee's personnel file. If the appeal is denied the employee shall be notified in writing**,** and the original rating, together with the written appeal, shall be placed in the employee's personnel file as the final rating.

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

H. **DAYS.** "Days" as defined in this Article are workdays when both parties are on duty.

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

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.

D. **FORMAL LEVEL.**

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

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

This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of this Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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.

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.

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.

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. It is the objective of the District to meet face-to-face with a unit member when providing progressive discipline interventions. 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. The employee may prepare a written response, and if requested, such response shall be attached to the conference summary.

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. The employee may prepare a written response, and if requested, such response shall be attached to the conference summary.

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 acknowledge receipt only. Letters of reprimand will be placed in the employee's personnel file ten (10) working days from the date of receipt. The employee may prepare a written response, and if requested, such response shall be attached to the letter of reprimand and placed in the employee's personnel file.

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

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

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

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

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

1. The employee will receive written notice of the proposed disciplinary action.

2. The employee will be given the reason(s) for the proposed disciplinary action.

3. The employee will be given a copy of, or be provided access to, written materials, reports, and documents, if any, upon which the proposed action is based.

4. The employee will be accorded the right to respond, either orally or in writing or both, either in person or through a representative, within a reasonable time period (five [5] days in most instances), and to a level of management who can effectively recommend that the proposed disciplinary action be taken or not taken.

5. The employee will receive a written notice of discipline, giving the original allegation(s), the determination as to the charges, the level of disciplinary action to be received, and final admonition(s) if disciplinary action is to be taken.

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

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

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

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

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

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

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

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

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

J. MONITORING. Computer logins, district-issued cellphones, RFID cards, and security cameras shall not be used to monitor unit members for arbitrary or capricious reasons or for employee performance evaluations. This language does not prevent reference to progressive discipline interventions (Section C) or discipline (Section E) from being included in performance evaluation.

All Employees shall be notified of the presence and use of security cameras in District facilities and acceptable use policies for District technology. When information gathered from the District's technology is used as a basis for disciplinary action against a unit member, the unit member and their representative shall be provided, upon request, the video and electronic information used to determine the disciplinary action.

ARTICLE XVI

Effect of Agreement

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

ARTICLE XVII

Savings Clause

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

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

ARTICLE 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.

ARTICLE XIX

Work Jurisdiction
(See Appendix D)

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

B. All drivers shall be notified of the presence and use of GPS devices on district owned vehicles. The primary purpose of the GPS locator is to assist in dispatching and routing district vehicles and responding to crisis situations more efficiently. In the event the GPS locator is used as a basis for disciplinary action against a unit member, the unit member and his/her representative shall be provided and opportunity to review the electronic information used by the district prior to imposing discipline.

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

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

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

1. All projects must be approved through the maintenance director.

2. All LBUSD safety and material standards must be met.

3. At least one (1) bargaining unit member from the appropriate department shall be assigned by management to observe the project and to participate in the work.

E. Except as provided above, bargaining unit employees will be trained in the operation and repair of new District equipment whenever practical and possible. Maintenance and repair of District equipment will be performed by bargaining unit members whenever practical and possible.

ARTICLE XX

Term of Agreement

A. **EFFECT.**

The term of the Agreement is July1, 2024 through June 30, 2027 with no reopeners except as provided below and in this comprehensive proposal.

B. **REOPENERS.**

The District and CSEA agree to jointly reopen negotiations 2025-2026 and 2026-27 on Article V – Compensation, plus up to two additional articles selected by each party.

RATIFICATION OF AGREEMENT

Signatures:

For District:

Date: 11/3/2025

Steven Rockenbach
Director, Employee Relations & Ethics

Date: 11/5/2025

For CSEA - Unit B

Olivia DeLeon
Administrator, CSEA Long Beach Chapter 2

Dallas Emerle
CSEA Labor Relations Representative

Douglas Balfour
CSEA - Unit B Negotiations Team

Roberto Pichardo
CSEA Unit B Negotiations Team

Ralph Rivera
CSEA Unit B Negotiations Team

APPENDIX A – UNIT B
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
5175	Energy Conservation Specialist	ENRG CONSRV SPC	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
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
5193	Senior Locksmith	SR LOCKSMITH	034	934
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
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
0231	Painter	PAINTER	031	931
0303	Welder	WELDER	034	934

APPENDIX B

Salaries and Allowances

Salary – 2025-2026

1% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2025. An additional one-time 1.5% off-schedule payment for 2025-2026 retroactive to July 1, 2025.

Career Increments

Effective July 1, 2025, for bargaining unit members in Unit B – Construction/Repair and Transportation career increments shall be:

After completion of	
14 years	$1,784.96
19 years	$3,569.93
24 years	$6,425.86
29 years	$9,995.80

These are the totals of all career increments.

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EMPLOYEE RELATIONS SERVICES

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

APPENDIX C

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

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

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

1. **Who may donate?**
   Any employee may donate accrued monthly sick leave.

2. **Who may receive donations?**
   Employees may donate to any LBUSD employee and may receive donations from any LBUSD Employee.

3. **What kind of leave may be donated?**
   An employee may donate only accrued monthly sick leave.

4. **How many days may be donated by a single individual?**
   An individual employee may donate from one (1) to five (5) days of accrued monthly sick leave.

5. **At what point in an extended illness can donated leave be used?**
   Donated sick leave can be used after the receiving employee has exhausted all available paid leave (i.e., sick leave, vacation), but before statutory leave begins.

6. **What is the process for approval, issuing a request for donations, and monitoring distribution of sick leave donations?**

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

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

Attachments

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EMPLOYEE RELATIONS SERVICES

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

APPENDIX C

REQUEST TO PARTICIPATE IN SICK LEAVE DONATION PROGRAM

Date: _____

To: _____
Principal/Site Administrator

Subject: Sick Leave Donation Program

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

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

Name _____

Position Title _____ Department/Site _____

Date Submitted _____ Signature _____

PRINCIPAL/SITE ADMINSITRATOR FORWARD REQUEST TO PHYSICIAN SERVICES

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

PHYSICIAN SERVICES APPROVAL

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

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

_____ _____ _____
Print Name Signature Date of Action

DO NOT ATTACH THIS FORM FOR DISTRIBUTION TO EMPLOYEES

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

APPEAL FOR DONATIONS, CATASTROPHIC SICK LEAVE

Employee: _____

Position Title: _____

Department/Site: _____

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

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

_____ _____

Assistant Superintendent of HRS or Designee

Date Posted

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

LONG BEACH UNIFIED • SCHOOL • DISTRICT
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Payroll Branch
Telephone No. (562) 997-8156 * FAX No. (562) 997-8625

Donation of Sick Leave Hours

Please read the following Guidelines before donating:

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

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

Name: _____ Site: _____

Employee ID: _____

Signature: _____ Date: _____

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

Keep a copy for your records

Name of Receiving Employee: _____

Site: _____

MAIL TO PAYROLL OFFICE

FOR PAYROLL USE ONLY:

Name: _____ Balance of accrued monthly sick leave: _____

Employee ID: _____

Verified by Payroll Department (initials): _____ Date: _____

APPENDIX D

Memorandum of Understanding

RE: School 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 E

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CLASSIFIED EMPLOYEE PERFORMANCE REVIEW

☐ **PROBATIONARY** ☐ **First** ☐ **Second** ☐ **Final**
☐ **PERMANENT**

Last Name	First Name	Initial	Date Due Review with and present copy to employee by:
Class Title			School or Department
Rating Period From:		To:	

REVIEW GUIDELINES
S = Satisfactory – regularly meets or exceeds performance standards
N = Needs to Improve – to meet performance standards
U = Unsatisfactory – below acceptable performance standards

NOTE: Ratings of **"N"** or **"U"** must be supported by a statement of the facts in a "Strategy for Assistance and Improvement Plan," unless termination is recommended (for probationary employees).
❒ **Improvement Plan Attached**

	S	N	U
1. QUALITY OF WORK a. Demonstrates satisfactory knowledge of the job b. Performs work with acceptable accuracy c. Work is neat and presentable d. Is thorough in the work done	☐	☐	☐
2. QUANTITY OF WORK a. Completes an acceptable amount of work on time b. Does extra work when asked	☐	☐	☐
3. WORK HABITS a. Is regular in attendance at work b. Observes established working hours c. Carries out tasks in an orderly and diligent manner d. Demonstrates the ability to work without immediate supervision e. Complies with instructions, rules, and regulations, including health and safety precautions	☐	☐	☐
4. WORK ATTITUDES a. Endeavors to improve work techniques b. Accepts new ideas and procedures c. Accepts criticism and suggestions d. Accepts responsibility willingly e. Demonstrates interest in work	☐	☐	☐
5. RELATIONSHIPS WITH OTHERS a. Gains the respect of co-workers b. Helps others cheerfully c. Cooperates with supervisors and fellow workers d. Understands and respects pupils, teachers and other adults e. Observes established channels of communication f. Keeps relations with pupils and teachers on a friendly and impersonal level	☐	☐	☐
6. PERSONAL QUALITIES a. Acts with good judgment b. Demonstrates initiative and drive c. Is adaptable to emergencies and new situations d. Is physically fit, appears healthy and energetic e. Is careful of appearance; dress and grooming are appropriate f. Possesses a good sense of humor g. Demonstrates loyalty to organization and co-workers	☐	☐	☐
7. SUPERVISORY ABILITY (Rate only if Supervisor) a. Demonstrates effective leadership b. Is fair and impartial in relationships with subordinates c. Makes good and timely decisions d. Trains and instructs subordinates effectively e. Plans, schedules and makes assignments successfully f. Evaluates performance of subordinates effectively g. Maintains a high degree of discipline among employees	☐	☐	☐

8. OVERALL WORK PERFORMANCE **Satisfactory ☐** **Needs to Improve ☐** **Unsatisfactory ☐**

Comments and/or Commendations:

As provided for in Education Code Section 44031, you may respond to this communication and all supporting attachments within ten (10) days or thereafter. However, in ten (10) days, this performance report and all attachments will be placed in your personnel file.

RECOMMENDATION BY RATER (PROBATIONARY EMPLOYEES ONLY):
a. Be retained in a probationary status to a final probationary rating ..... ☐
b. Be terminated from this position ..... ☐

1. Signature of Rater	Title	Date
2. Signature of Reviewer	Title	Date
3. Signature of Employee	This report has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings.	Date

DISTRIBUTION: Human Resource Services - Original
School or Office – Copy
Employee - Copy

Rev: 03/2025

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Improvement Plan and Strategy for Assistance

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

Employee Name	Job Title	School or Department

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

Area(s) of Concern and Desired Improvement:

Guidance & Assistance To Be Provided:

Signature of Employee	Date	Signature of Administrator/Supervisor	Date

Results of Improvement Plan: ❒ **Satisfactorily Completed** ❒ **Not Satisfactorily Completed**

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

Signature of Employee	Date	Signature of Administrator/Supervisor	Date

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

Rev: 03/2025

APPENDIX F

Complaint Procedure

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

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

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

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

APPENDIX G

District Technology Guidelines and Procedures

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

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

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

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

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

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

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

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

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

The security of any information 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 or applications onto computers, the computer network, or any District technology system without a valid purchase order or other proof of District or personal ownership. Legal software and/or data stored on District technology devices 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 District technology systems.

Represented classified staff acknowledge that they share responsibility for any and all use of the District's technology system 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 District technology systems 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.

APPENDIX H

Memorandum of Understanding

Health Benefits

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

LONG BEACH UNIFIED • SCHOOL • DISTRICT
Excellence and Equity

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

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

☐ **Change of Work Hours**

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

☐ **Change of Work Location**

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

Employee Name: _____ Title: _____

Current Work Location: _____ New Work Location: _____

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

Reason for Change: _____

Effective Date: _____

Please complete the section below:

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

Employee Signature: _____ Date: _____

Site Administrator/Designee: _____ Date: _____

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

cc: Site File
Employee

Long Beach Unified School District
District Unit B Proposal
Classified School Employees Association
April 6, 2020

Appendix J

TRANSPORTATION BRANCH YARD PROCEDURES

I. BIDDING OF ROUTES AND VEHICLES

A. 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.

B. 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. SPECIAL TRIP ASSIGNMENTS

A. Intent

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

B. Assignment

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

C. Distribution

The trip sheets are to be distributed in accordance with Section III H (weekly plan).

In the event of unusual circumstances wherein trips cannot be distributed prior to 4:00 p.m., it is agreed that a general announcement will be made prior to 4:00 p.m. notifying drivers of pending assignments.

D. Charges

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

E. Combination Trips

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

F. Reassignment

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. <u>In District</u>

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. <u>East of Redondo</u>

An additional 15 minutes (for a total of 45 minutes) will be allowed for <u>first assignment</u> 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. <u>Out of District Pick Up</u>

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

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.

   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 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.

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.

III. 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 and Heavy Truck Drivers 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. Heavy Truck Drivers, authorized to perform overtime hours, will not be pulled from their assigned route.

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. <u>Classification</u>

Overtime lists shall be made for all classifications in transportation and Heavy Truck Drivers 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.

2. <u>Substitute Overtime List</u>

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.

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

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

6. 12 Month Employees

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

E. Non-chargeable Absences

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

1. Authorized inservice training session, which results in credit hours toward school bus certificate renewal.

2. Participation in a school bus rodeo event.

3. Service as a committee member in a called Yard Procedure committee meeting.

4. CSEA executive board members attending regularly scheduled executive board and general chapter meetings.

5. Any employee assigned authorized CSEA release time.

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

G. Over-hours Procedure

1. Intent

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

2. Over-hours Form

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

3. Time Cushions

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

a) In Town Night Trips

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

b) Out of Town Night Trips

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

c) Night Wrestling Tournaments

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

H. Trash Route Overtime

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

I. Substitute Overtime Assignments

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.

IV. 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.

V. 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 Established	Day Assigned	Day of Work
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

Revised – April 6, 2020

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