

**Tentative Agreement between
Long Beach Unified School District and
California School Employees Association and Its Long Beach Chapter 2 (CSEA)**

Unit A

April 11, 2022

The Long Beach Unified School District (District) and the California School Employees Association and its Long Beach Chapter 2 (CSEA) Unit A have completed negotiations for the 2019-2020 and 2020-2021 school years and agree to maintain the provisions of the current certificated bargaining agreements for 2019-2020 and 2020-2021 except as follows:

Article III - Association Rights

G. RELEASE TIME FOR ASSOCIATION REPRESENTATIVES

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 Americans with Disabilities Act (ADA). As a prerequisite, the unit member must reasonably believe that the meeting will lead to an adverse employment action.

5. **Association Leave:** Upon proper application and approval, the District will grant to the combined bargaining units (A and B) a total of one hundred thirty (130) days Association Leave per fiscal year for 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. Approval for such Association Leave must be secured at least two (2) working days prior to the anticipated absence. Following the District's payment of the employee for the Association Leave, the District shall be reimbursed by CSEA **Long Beach Chapter 2** for the cost of the substitute (if the services of a substitute were utilized) as well as the District's contribution to the employee's retirement fund. CSEA Long Beach Chapter 2 shall be invoiced quarterly. Such reimbursement shall be made within ten (10) days following CSEA's receipt of the District's certification of payment of compensation to the employee.
- 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. (New Section – Existing items J, K, L, and M will be renumbered to K, L, M, and N respectively)

Article V - Compensation

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 2021-22 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 at the same proration rate as all other part time employees pay for the lowest cost District HMO medical plan.**

APPENDIX B – Salaries and Allowances

Salary – 2019 - 2020

1% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2019.

Salary – 2020 - 2021

2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2020. An additional one time 2% off-schedule payment for 2020-2021 retroactive to July 1, 2020.

Article VI - Days and Hours of Employment

- 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 belonging to the respective job family.** Overtime shall be posted at each site or work location for those classifications with more than two (2) **unit members.** 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. Overtime shall be offered district-wide only when all bargaining unit members **at the respective work location** decline or are unavailable to work the overtime assignment. Overtime hours worked District-wide shall not affect the placement at the bargaining unit member's primary site overtime rotation list. 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 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 **bargaining unit members** to work the overtime.

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 classified **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 an assignment will be notified no later than the last week of May.**

R. **CUSTODIAL RUN BIDS.** Annually, between June 1 and August 31, the custodian supervisor will convene a meeting of **all** custodians assigned to the site during which he/she will distribute and discuss **assigned duties** and run sheets for **all** custodial runs **and assigned duties** at that site. Following discussion of the various runs **and assigned duties**, the custodian with the most seniority in the district **for their respective shift (day or night)** will have first choice of run assignments **or assigned duties**, the custodian second most seniority in the district will choose, and so on, until all custodial runs **or assigned duties** have been assigned. If a run becomes vacant during the year or if significant changes are made to existing custodial runs **or assigned duties**, rebidding will occur based on the above -described order of choice.

Each year, all custodians will be surveyed about their shift preference, (night or day). Their preference and seniority shall be taken into consideration prior to assignments being finalized. The final determination on day/night shift assignments will be made by the district.

ARTICLE VIII – Leaves of Absence

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.

3. **Guidelines for Donor Participants.**

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.**

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 hours 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) hours. In the event that additional increments are provided, a similar notification shall be communicated to the payroll clerk.
- 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.

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 <i>Request to Participate in Sick Leave Donation Program (Request)</i> to his/her principal/site administrator. These forms are available from Employee Relations Services. The <i>Request</i> should be submitted before the employee's own accrued sick leave is exhausted, if possible, and should be accompanied by medical verification of the employee's catastrophic illness or injury.
2	Principal/ Site Administrator	Within three (3) working days the principal/site administrator shall forward the request 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/her 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 <i>Request</i> is denied, the Assistant Superintendent of HRS or designee , will immediately notify the requesting employee.
5	Assistant Superintendent of HRS or designee	If the <i>Request</i> is approved, the Assistant Superintendent of HRS or designee shall, within three (3) days after receiving confirmation, distribute an <i>Appeal for Donations, Catastrophic Leave (Appeal)</i> form to all schools and offices. The <i>Appeal</i> shall include copies of the <i>Donation of Sick Leave Hours form (Donation Form)</i> .
6	Employees Donating Sick Leave	Employees wishing to donate accrued <u>monthly</u> sick leave shall complete the <i>Donation Form</i> and submit this form to the Payroll Department .
7	Payroll Manager or designee	The Payroll Manager or designee shall be responsible for processing <i>Donation Forms</i> and for notifying the payroll clerk at the site/office to which the recipient is assigned that initial and successive increments of 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 responsible for issuing yet another <i>Appeal for Donations</i> 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 Employment Physician Services for answers or clarification.



APPENDIX C

REQUEST TO PARTICIPATE IN SICK LEAVE DONATION PROGRAM

Date: _____

To: _____
Principal/Site Administrator

Subject: Sick Leave Donation Program

I hereby request that an *Appeal 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 ADMINISTRATOR 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



Payroll Branch

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

**APPEAL FOR DONATIONS,
CATASTROPHIC 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 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



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 projects involving labor from volunteers and GPS in district vehicles.

- 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. 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 an opportunity to review the electronic information used by the district prior to imposing discipline.
- D. The provisions of this Memorandum of Understanding shall be subject to the grievance procedure.
- E. The District and CSEA agree to meet and review this Memorandum of Understanding annually.

Signatures

Dated: April 11, 2022

By: 
Steven Rockenbach - Director
Employee Relations and Ethics

Dated: _____

By: _____
Gilbert Bonilla Jr.
CSEA Chapter 2 President


By: _____
Enrique Chavez
Unit A Vice President

By: _____
Julia Plascencia
CSEA Labor Relations Representative

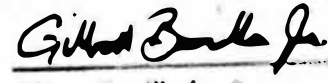
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SEE ATTACHED PAGE FOR UNIT SIGNATURE

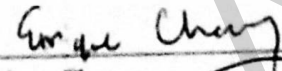
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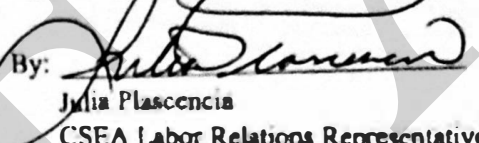
Dated: April 11, 2022

By: 
Steven Rockenbach - Director
Employee Relations and Ethics

Dated: April 13, 2022

By: 
Gilbert Bonilla Jr.
CSEA Chapter 2 President

By: 
Enrique Chavez
Unit A Vice President

By: 
Julia Plascencia
CSEA Labor Relations Representative

UNIVERSITY