

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	Long Beach Unified School District
Name of Bargaining Unit:	CSEA Unit A and Unit B
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning: **July 1, 2018** and ending: **June 30, 2019**
(date) (date)

The Governing Board will act upon this agreement on: **November 6, 2019**
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2019-20	2020-21	2021-22
1. Salary Schedule Including Step and Column	\$ 86,286,600	\$ 3,451,464		
		4.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 862,866		
Description of Other Compensation		1% Off Schedule based on 2018-19 Salaries		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 24,117,100	\$ 1,205,855		
		5.00%	0.00%	0.00%
4. Health/Welfare Plans	\$ 39,261,825			\$ (1,000,000)
		0.00%	0.00%	-2.55%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 149,665,525	\$ 5,520,185	\$ -	\$ (1,000,000)
		3.69%	0.00%	-0.64%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	1,899.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 78,813	\$ 2,907	\$ -	\$ (527)
		3.69%	0.00%	-0.64%

Long Beach Unified School District
CSEA Unit A and Unit B

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

2% Salary Increase, retroactive to July 1, 2018. 1% of annual salary (2018-19), one time off schedule payment.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No
If yes, please describe the cap amount.

The cap is based on the 2013 PPO rates at each tier with a 3.5% annual escalator starting in 2014.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

See attached Agreement

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

The District and CSEA may reopen negotiations for 2019/20 and 2020/21 on Article V- Compensation, plus three articles selected by each party.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

F. Source of Funding for Proposed Agreement:

1. Current Year

Funding will come from ongoing resources, including LCFF resources and categorical funds.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Funding will come from ongoing resources, including LCFF resources and categorical funds.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This is a single year agreement

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

CSEA Unit A and Unit B

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 07/01/19)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 738,061,857		\$ -	\$ 738,061,857
Federal Revenue	8100-8299			\$ -	\$ -
Other State Revenue	8300-8599	\$ 14,077,493		\$ -	\$ 14,077,493
Other Local Revenue	8600-8799	\$ 14,808,804		\$ -	\$ 14,808,804
TOTAL REVENUES		\$ 766,948,154		\$ -	\$ 766,948,154
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 308,071,374			\$ 308,071,374
Classified Salaries	2000-2999	\$ 92,426,795	\$ 2,030,350		\$ 94,457,145
Employee Benefits	3000-3999	\$ 168,694,949	\$ 567,480		\$ 169,262,429
Books and Supplies	4000-4999	\$ 18,174,095		\$ -	\$ 18,174,095
Services and Other Operating Expenditures	5000-5999	\$ 45,372,770		\$ -	\$ 45,372,770
Capital Outlay	6000-6999	\$ 1,206,320		\$ -	\$ 1,206,320
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 65,000		\$ -	\$ 65,000
Transfers of Indirect Costs	7300-7399	\$ (7,523,408)		\$ -	\$ (7,523,408)
TOTAL EXPENDITURES		\$ 626,487,895	\$ 2,597,830	\$ -	\$ 629,085,725
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 7,144,560	\$ -	\$ -	\$ 7,144,560
Transfers Out and Other Uses	7600-7699	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
Contributions	8980-8999	\$ (132,527,126)	\$ (1,416,550)	\$ -	\$ (133,943,676)
OPERATING SURPLUS (DEFICIT)*		\$ 10,077,693	\$ (4,014,380)	\$ -	\$ 6,063,313
BEGINNING FUND BALANCE					
	9791	\$ 216,327,104			\$ 216,327,104
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 226,404,797	\$ (4,014,380)	\$ -	\$ 222,390,417
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 1,796,900	\$ -	\$ -	\$ 1,796,900
Restricted	9740				
Committed	9750-9760	\$ 58,100,000	\$ -	\$ -	\$ 58,100,000
Assigned	9780		\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 18,724,353	\$ 93,331	\$ -	\$ 18,817,684
Unassigned/Unappropriated Amount	9790	\$ 147,783,544	\$ (4,107,711)	\$ -	\$ 143,675,833

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund
CSEA Unit A and Unit B**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board-Approved Budget Before Settlement (As of 07/01/19)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 60,018,785		\$ -	\$ 60,018,785
Other State Revenue	8300-8599	\$ 93,931,268		\$ -	\$ 93,931,268
Other Local Revenue	8600-8799	\$ 5,587,905		\$ -	\$ 5,587,905
TOTAL REVENUES		\$ 159,537,958		\$ -	\$ 159,537,958
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 84,536,603	\$ -	\$ -	\$ 84,536,603
Classified Salaries	2000-2999	\$ 30,670,622	\$ 1,616,835	\$ -	\$ 32,287,457
Employee Benefits	3000-3999	\$ 87,878,412	\$ 451,905	\$ -	\$ 88,330,317
Books and Supplies	4000-4999	\$ 28,542,564		\$ -	\$ 28,542,564
Services and Other Operating Expenditures	5000-5999	\$ 64,908,081		\$ -	\$ 64,908,081
Capital Outlay	6000-6999	\$ 567,555		\$ -	\$ 567,555
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 474,352		\$ -	\$ 474,352
Transfers of Indirect Costs	7300-7399	\$ 7,151,569		\$ -	\$ 7,151,569
TOTAL EXPENDITURES		\$ 304,729,758	\$ 2,068,740	\$ -	\$ 306,798,498
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 132,527,126	\$ 1,416,550	\$ -	\$ 133,943,676
OPERATING SURPLUS (DEFICIT)*		\$ (12,664,674)	\$ (652,190)	\$ -	\$ (13,316,864)
BEGINNING FUND BALANCE					
	9791	\$ 38,988,057			\$ 38,988,057
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 26,323,383	\$ (652,190)	\$ -	\$ 25,671,193
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 26,323,383	\$ (652,190)	\$ -	\$ 25,671,193
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

CSEA Unit A and Unit B

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/19)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 738,061,857		\$ -	\$ 738,061,857
Federal Revenue 8100-8299	\$ 60,018,785		\$ -	\$ 60,018,785
Other State Revenue 8300-8599	\$ 108,008,761		\$ -	\$ 108,008,761
Other Local Revenue 8600-8799	\$ 20,396,709		\$ -	\$ 20,396,709
TOTAL REVENUES	\$ 926,486,112		\$ -	\$ 926,486,112
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 392,607,977	\$ -	\$ -	\$ 392,607,977
Classified Salaries 2000-2999	\$ 123,097,417	\$ 3,647,185	\$ -	\$ 126,744,602
Employee Benefits 3000-3999	\$ 256,573,361	\$ 1,019,385	\$ -	\$ 257,592,746
Books and Supplies 4000-4999	\$ 46,716,659		\$ -	\$ 46,716,659
Services and Other Operating Expenditures 5000-5999	\$ 110,280,851		\$ -	\$ 110,280,851
Capital Outlay 6000-6999	\$ 1,773,875		\$ -	\$ 1,773,875
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 539,352		\$ -	\$ 539,352
Transfers of Indirect Costs 7300-7399	\$ (371,839)		\$ -	\$ (371,839)
TOTAL EXPENDITURES	\$ 931,217,653	\$ 4,666,570	\$ -	\$ 935,884,223
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ 7,144,560	\$ -	\$ -	\$ 7,144,560
Transfers Out and Other Uses 7600-7699	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (2,586,981)	\$ (4,666,570)	\$ -	\$ (7,253,551)
BEGINNING FUND BALANCE				
9791	\$ 255,315,162			\$ 255,315,162
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 252,728,181	\$ (4,666,570)	\$ -	\$ 248,061,611
COMPONENTS OF ENDING FUND				
Nonspendable 9711-9719	\$ 1,796,900	\$ -	\$ -	\$ 1,796,900
Restricted 9740	\$ 26,323,383	\$ (652,190)	\$ -	\$ 25,671,193
Committed 9750-9760	\$ 58,100,000	\$ -	\$ -	\$ 58,100,000
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 18,724,353	\$ 93,331	\$ -	\$ 18,817,684
Unassigned/Unappropriated Amount 9790	\$ 147,783,544	\$ (4,107,711)	\$ -	\$ 143,675,833

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

CSEA Unit A and Unit B

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 07/01/19)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ 204,550		\$ -	\$ 204,550
Other State Revenue	8300-8599	\$ 1,317,147		\$ -	\$ 1,317,147
Other Local Revenue	8600-8799	\$ 105,500		\$ -	\$ 105,500
TOTAL REVENUES		\$ 1,627,197		\$ -	\$ 1,627,197
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 784,282	\$ -	\$ -	\$ 784,282
Classified Salaries	2000-2999	\$ 235,017	\$ 8,873	\$ -	\$ 243,890
Employee Benefits	3000-3999	\$ 521,069	\$ 2,480	\$ -	\$ 523,549
Books and Supplies	4000-4999	\$ 22,162		\$ -	\$ 22,162
Services and Other Operating Expenditures	5000-5999	\$ 154,927		\$ -	\$ 154,927
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 46,993		\$ -	\$ 46,993
TOTAL EXPENDITURES		\$ 1,764,450	\$ 11,353	\$ -	\$ 1,775,803
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (137,253)	\$ (11,353)	\$ -	\$ (148,606)
BEGINNING FUND BALANCE					
	9791	\$ 187,603			\$ 187,603
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 50,350	\$ (11,353)	\$ -	\$ 38,997
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 50,350	\$ (11,353)	\$ -	\$ 38,997
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit:

CSEA Unit A and Unit B

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 07/01/19)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ 28,053,625		\$ -	\$ 28,053,625
Other State Revenue	8300-8599	\$ 10,703,487		\$ -	\$ 10,703,487
Other Local Revenue	8600-8799	\$ 1,616,943		\$ -	\$ 1,616,943
TOTAL REVENUES		\$ 40,374,055		\$ -	\$ 40,374,055
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 15,581,866		\$ -	\$ 15,581,866
Classified Salaries	2000-2999	\$ 5,914,299	\$ 242,390	\$ -	\$ 6,156,689
Employee Benefits	3000-3999	\$ 12,782,888	\$ 67,748	\$ -	\$ 12,850,636
Books and Supplies	4000-4999	\$ 2,904,883		\$ -	\$ 2,904,883
Services and Other Operating Expenditures	5000-5999	\$ 2,074,237		\$ -	\$ 2,074,237
Capital Outlay	6000-6999	\$ 50,759		\$ -	\$ 50,759
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 1,131,178		\$ -	\$ 1,131,178
TOTAL EXPENDITURES		\$ 40,440,110	\$ 310,138	\$ -	\$ 40,750,248
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (66,055)	\$ (310,138)	\$ -	\$ (376,193)
BEGINNING FUND BALANCE					
	9791	\$ 1,610,715			\$ 1,610,715
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 1,544,660	\$ (310,138)	\$ -	\$ 1,234,522
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 1,544,660	\$ (310,138)	\$ -	\$ 1,234,522
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

CSEA Unit A and Unit B

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/19)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099			\$ -	\$ -
Federal Revenue 8100-8299	\$ 29,379,932		\$ -	\$ 29,379,932
Other State Revenue 8300-8599	\$ 1,806,940		\$ -	\$ 1,806,940
Other Local Revenue 8600-8799	\$ 4,909,392		\$ -	\$ 4,909,392
TOTAL REVENUES	\$ 36,096,264		\$ -	\$ 36,096,264
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 14,340,970	\$ 395,000	\$ -	\$ 14,735,970
Employee Benefits 3000-3999	\$ 7,974,537	\$ 110,402	\$ -	\$ 8,084,939
Books and Supplies 4000-4999	\$ 12,672,622		\$ -	\$ 12,672,622
Services and Other Operating Expenditures 5000-5999	\$ 1,131,275		\$ -	\$ 1,131,275
Capital Outlay 6000-6999	\$ 345,500		\$ -	\$ 345,500
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 4,725		\$ -	\$ 4,725
TOTAL EXPENDITURES	\$ 36,469,629	\$ 505,402	\$ -	\$ 36,975,031
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (373,365)	\$ (505,402)	\$ -	\$ (878,767)
BEGINNING FUND BALANCE	\$ 2,422,111			\$ 2,422,111
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 2,048,746	\$ (505,402)	\$ -	\$ 1,543,344
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 2,048,746	\$ (505,402)	\$ -	\$ 1,543,344
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
Business Advisory Services
Revised 07/12/19

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Fund 21 - Building Fund

Bargaining Unit:

CSEA Unit A and Unit B

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/19)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ 3,000,000		\$ -	\$ 3,000,000
TOTAL REVENUES	\$ 3,000,000		\$ -	\$ 3,000,000
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 2,016,070	\$ 20,886	\$ -	\$ 2,036,956
Employee Benefits 3000-3999	\$ 1,036,654	\$ 5,838	\$ -	\$ 1,042,492
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services and Other Operating Expenditures 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ 225,838,854		\$ -	\$ 225,838,854
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 228,891,578	\$ 26,724	\$ -	\$ 228,918,302
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 449,999,983	\$ -	\$ -	\$ 449,999,983
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 224,108,405	\$ (26,724)	\$ -	\$ 224,081,681
BEGINNING FUND BALANCE	\$ 86,072,152			\$ 86,072,152
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 310,180,557	\$ (26,724)	\$ -	\$ 310,153,833
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 310,180,557	\$ (26,724)	\$ -	\$ 310,153,833
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGETEnter Fund:
Bargaining Unit:

CSEA Unit A and Unit B

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 07/01/19)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799			\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999		\$ -	\$ -	\$ -
Classified Salaries 2000-2999		\$ -	\$ -	\$ -
Employee Benefits 3000-3999		\$ -	\$ -	\$ -
Books and Supplies 4000-4999			\$ -	\$ -
Services and Other Operating Expenditures 5000-5999			\$ -	\$ -
Capital Outlay 6000-6999			\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE				
9791				\$ -
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740		\$ -	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Long Beach Unified School District

CSEA Unit A and Unit B

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

CSEA Unit A and Unit B

Object Code	2019-20	2020-21	2021-22
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 738,061,857	\$ 744,073,794	\$ 749,034,235
Federal Revenue 8100-8299	\$ -		
Other State Revenue 8300-8599	\$ 14,077,493	\$ 14,252,177	\$ 14,338,826
Other Local Revenue 8600-8799	\$ 14,808,804	\$ 14,528,928	\$ 14,118,352
TOTAL REVENUES	\$ 766,948,154	\$ 772,854,899	\$ 777,491,413
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 308,071,374	\$ 307,811,336	\$ 307,548,699
Classified Salaries 2000-2999	\$ 94,457,145	\$ 93,701,316	\$ 94,166,009
Employee Benefits 3000-3999	\$ 169,262,429	\$ 180,398,077	\$ 187,003,092
Books and Supplies 4000-4999	\$ 18,174,095	\$ 18,694,095	\$ 18,684,095
Services and Other Operating Expenditures 5000-5999	\$ 45,372,770	\$ 45,479,684	\$ 46,598,851
Capital Outlay 6000-6999	\$ 1,206,320	\$ 606,320	\$ 606,320
Other Outgo (excluding Indirect Costs) 7100-7299	\$ 65,000	\$ 65,000	\$ 65,000
7400-7499			
Transfers of Indirect Costs 7300-7399	\$ (7,523,408)	\$ (8,083,290)	\$ (8,183,290)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 629,085,725	\$ 638,672,538	\$ 646,488,776
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 7,144,560	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Contributions 8980-8999	\$ (133,943,676)	\$ (137,958,883)	\$ (140,824,281)
OPERATING SURPLUS (DEFICIT)*	\$ 6,063,313	\$ (8,776,522)	\$ (14,821,644)
BEGINNING FUND BALANCE			
9791	\$ 216,327,104	\$ 222,390,417	\$ 213,613,895
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 222,390,417	\$ 213,613,895	\$ 198,792,251
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 1,796,900	\$ 1,796,900	\$ 1,796,900
Restricted 9740			
Committed 9750-9760	\$ 58,100,000	\$ 48,800,000	\$ 40,600,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 18,817,684	\$ 18,890,092	\$ 19,157,818
Unassigned/Unappropriated Amount 9790	\$ 143,675,833	\$ 144,126,903	\$ 137,237,533

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

CSEA Unit A and Unit B

Object Code	2019-20	2020-21	2021-22
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 60,018,785	\$ 58,737,415	\$ 59,407,880
Other State Revenue 8300-8599	\$ 93,931,268	\$ 96,282,977	\$ 99,451,311
Other Local Revenue 8600-8799	\$ 5,587,905	\$ 2,731,979	\$ 1,683,460
TOTAL REVENUES	\$ 159,537,958	\$ 157,752,371	\$ 160,542,651
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 84,536,603	\$ 83,017,148	\$ 83,602,841
Classified Salaries 2000-2999	\$ 32,287,457	\$ 31,380,870	\$ 31,303,419
Employee Benefits 3000-3999	\$ 88,330,317	\$ 94,373,976	\$ 99,979,179
Books and Supplies 4000-4999	\$ 28,542,564	\$ 23,933,174	\$ 23,378,478
Services and Other Operating Expenditures 5000-5999	\$ 64,908,081	\$ 59,332,645	\$ 59,256,264
Capital Outlay 6000-6999	\$ 567,555	\$ 567,555	\$ 567,555
Other Outgo (excluding Indirect Costs) 7100-7299	\$ 474,352	\$ 474,352	\$ 474,352
7400-7499			
Transfers of Indirect Costs 7300-7399	\$ 7,151,569	\$ 7,752,361	\$ 7,840,050
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 306,798,498	\$ 300,832,081	\$ 306,402,138
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 133,943,676	\$ 137,958,883	\$ 140,824,281
OPERATING SURPLUS (DEFICIT)*	\$ (13,316,864)	\$ (5,120,827)	\$ (5,035,206)
BEGINNING FUND BALANCE 9791	\$ 38,988,057	\$ 25,671,193	\$ 20,550,366
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 25,671,193	\$ 20,550,366	\$ 15,515,160
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 25,671,193	\$ 20,550,366	\$ 15,515,160
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

CSEA Unit A and Unit B

Object Code	2019-20	2020-21	2021-22
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 738,061,857	\$ 744,073,794	\$ 749,034,235
Federal Revenue 8100-8299	\$ 60,018,785	\$ 58,737,415	\$ 59,407,880
Other State Revenue 8300-8599	\$ 108,008,761	\$ 110,535,154	\$ 113,790,137
Other Local Revenue 8600-8799	\$ 20,396,709	\$ 17,260,907	\$ 15,801,812
TOTAL REVENUES	\$ 926,486,112	\$ 930,607,270	\$ 938,034,064
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 392,607,977	\$ 390,828,484	\$ 391,151,540
Classified Salaries 2000-2999	\$ 126,744,602	\$ 125,082,186	\$ 125,469,428
Employee Benefits 3000-3999	\$ 257,592,746	\$ 274,772,053	\$ 286,982,271
Books and Supplies 4000-4999	\$ 46,716,659	\$ 42,627,269	\$ 42,062,573
Services and Other Operating Expenditures 5000-5999	\$ 110,280,851	\$ 104,812,329	\$ 105,855,115
Capital Outlay 6000-6999	\$ 1,773,875	\$ 1,173,875	\$ 1,173,875
Other Outgo (excuding Indirect Costs) 7100-7299	\$ 539,352	\$ 539,352	\$ 539,352
7400-7499			
Transfers of Indirect Costs 7300-7399	\$ (371,839)	\$ (330,929)	\$ (343,240)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 935,884,223	\$ 939,504,619	\$ 952,890,914
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 7,144,560	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (7,253,551)	\$ (13,897,349)	\$ (19,856,850)
BEGINNING FUND BALANCE			
9791	\$ 255,315,162	\$ 248,061,611	\$ 234,164,262
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 248,061,611	\$ 234,164,262	\$ 214,307,412
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 1,796,900	\$ 1,796,900	\$ 1,796,900
Restricted 9740	\$ 25,671,193	\$ 20,550,366	\$ 15,515,160
Committed 9750-9760	\$ 58,100,000	\$ 48,800,000	\$ 40,600,000
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 18,817,684	\$ 18,890,092	\$ 19,157,818
Unassigned/Unappropriated Amount 9790	\$ 143,675,833	\$ 144,126,904	\$ 137,237,534

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Long Beach Unified School District
CSEA Unit A and Unit B

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 940,884,223	\$ 944,504,619	\$ 957,890,914
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 940,884,223	\$ 944,504,619	\$ 957,890,914
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 18,817,684	\$ 18,890,092	\$ 19,157,818

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 18,817,684	\$ 18,890,092	\$ 19,157,818
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 143,675,833	\$ 144,126,903	\$ 137,237,533
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 162,493,517	\$ 163,016,995	\$ 156,395,351
f.	Reserve for Economic Uncertainties Percentage	17.27%	17.26%	16.33%

3. Do unrestricted reserves meet the state minimum reserve amount?

2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Long Beach Unified School District
CSEA Unit A and Unit B

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 5,520,185
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (4,666,570)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (11,353)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (310,138)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (505,402)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (26,724)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (5,520,187)

Variance \$ (2)

Variance Explanation:

Rounding

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (2,586,981)	(0.3%)	Spending down entitlement balances
Current FY Surplus/(Deficit) after settlement(s)?	\$ (7,253,551)	(0.8%)	Raise, Health and Welfare, Retirement
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (13,897,349)	(1.5%)	Raise, Health and Welfare, Retirement
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (19,856,850)	(2.1%)	Raise, Health and Welfare, Retirement

Deficit Reduction Plan (as necessary):

Reserve levels will be reduced. District will need to adjust spending levels in conjunction with any other changes necessary.

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

CSEA Unit A and Unit B

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2019-20	2020-21	2021-22
a. LCFF Funding per ADA	10,275.68	10,647.53		
b. Amount Change from Prior Year Funding per ADA		371.85	-	-
c. Percentage Change from Prior Year Funding per ADA		3.62%	0.00%	0.00%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		5,520,185.00	-	(1,000,000.00)
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		3.69%	0.00%	-0.64%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Exceeds	-	Within

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Long Beach Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2018 to June 30, 2019.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	5,520,187
\$	(5,520,187)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	(1,000,000)
\$	1,000,000

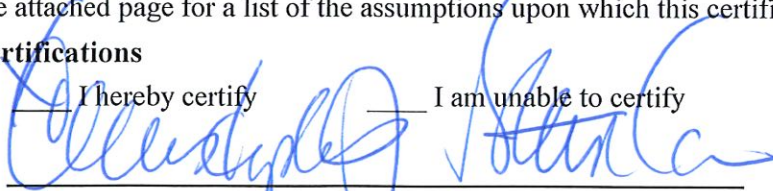
Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify


 District Superintendent
 (Signature)

 Date
 10/22/19

I hereby certify I am unable to certify


 Chief Business Official
 (Signature)

 Date
 10/22/19

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Tentative Agreement
between
Long Beach Unified School District
and
California School Employees Association
and its Long Beach Chapter #2 Unit A
October 14, 2019

The Long Beach Unified School District (District) and the California School Employees Association and its Long Beach Chapter #2 Unit A (CSEA) have completed negotiations for the 2018-2019 school year and agree to maintain the provisions of the current classified bargaining agreements for 2018-2019 except as follows:

Article I: Recognition

- A. The District recognizes the CSEA as the sole and exclusive bargaining agent for classified employees as certified by the EERB (LA-R-567) on June 23, 1977 and occupying classes listed in Appendix A.
1. Excluded from the bargaining unit shall be the following existing classifications:
 - a. Management
 - b. Confidential
 - c. Supervisory
 2. Exempt from the classified service are the following:
 - a. Positions which require certification qualifications;
 - b. ~~Part-time playground positions;~~
 - c. Full-time students employed part time;
 - d. Part-time students employed part time in any college work-study program, or in a work experience education program conducted by a **university community 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.

Article II: Reserved Rights of the District

- 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

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

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

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.

G. **RELEASE TIME FOR ASSOCIATION REPRESENTATIVES**

4. **Board Meetings / District Management.** The District agrees to release one (1) CSEA Chapter representative per Unit, as needed, to attend Board meetings and three (3) to five (5) representatives to attend meetings with District management as needed **but not more than two (2) representatives from any given site, shop, or office. As an exception, more than 2 representatives may attend when the called meeting regards a specific site, shop or office concern.** All release time for activities enumerated in this paragraph will be charged to Association leave.

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 the CSEA 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.

- H. As soon as practical after **completion of the final ratified ratification of this 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.**

- J. **STAFF DEVELOPMENT.** The District and the CSEA agree that continuing training and staff development for classified employees are very important. They further agree that

continuing study and discussion need to occur relative to continued expansion of staff development activities for classified employees. The District is committed to providing classified staff with continuing training opportunities to assist them in performing their current jobs and to prepare them for promotional opportunities. The CSEA is encouraged to submit to the District in-service topics/ideas which would be of value to classified employees for staff development training. This provision applies to staff development and training provided by the Personnel Commission. **A committee shall be created to make recommendations for professional development opportunities in accordance with AB 1808. The committee shall 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.**

Article IV: Organizational Security

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 rights from CSEA not required by law, and should consult with CSEA Long Beach Chapter 2 for clarification.

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

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

~~C. REMITTANCE OF DUES AND AGENCY FEE.~~ With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly within fifteen (15) days to remit such monies to the CSEA accompanied by an alphabetical list of Unit members for whom deductions have been made, categorizing them as to membership or non-membership in the CSEA, and indicating any changes in personnel from the list previously furnished.

~~D. RELIGIOUS OBJECTIONS.~~ Any Unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially

~~supporting employee organizations shall not be required to join or financially support the California School Employees Association, as a condition of employment. Such Unit member shall pay, in lieu of a service fee, a sum equal to such agency fee to one of the following non-religious, non-labor organization's charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:~~

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

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

Unit A APPENDIX B

Salaries and Allowances

Salary – 2018 - 2019

2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to July 1, 2018. An additional one time off schedule payment of 1% based on the unit members' earnings for the 2018 – 2019 fiscal year.

Career Increments

Effective July 1, 2018, for bargaining unit members in Unit A – Clerical and Support Services career increments shall be:

After completion of

14 years	\$1,378.12 1419.75
19 years	\$1,378.12 1419.75
24 years	\$2,205.00 2271.59
29 years	\$2,756.25 2839.49

The total of all career increments shall be \$1,378.12 1419.75 after fourteen (14) years; \$2,756.25 2839.49 after nineteen (19) years; \$4,961.25 5111.08 after twenty-four (24) years; and \$7,717.50 7,950.57 after twenty-nine (29) years.

Article V Compensation

A. PAY AND ALLOWANCES.

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

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

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

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

12. **Catalina Island Employees.** In QW-04 of each year, Catalina Island employees shall receive a travel expense allowance. For ~~2015-2016-2018-2019~~, the allowance is ~~\$996~~ **\$ 1,078**, plus any negotiated percentage increase. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of Unit members. 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. 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.

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

B. **HEALTH AND WELFARE BENEFITS.**

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

Article VI Days and Hours of Employment

- 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 J**) 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.
- 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 a misuse of leave is suspected, 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 for a portion of the workday utilizing personal necessity, vacation, and/or for medical appointments that do not comply with the prior notice requirements provided in Article VIII.**
- 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-half (1 ½). In the event the compensatory time off is not utilized within the twelve (12) calendar months following the months 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 employees in the bargaining unit within each work location and classification. In this context "qualified" is defined as having the training and experience for the respective classification(s) specific to the overtime assignment. Overtime shall be posted at each site or work location for those classifications with more than two (2) employees. An up-to-date account of overtime worked and charged to the employee will be posted on the first workday of each ~~quadriweekly~~ **pay period**. District managers/supervisors shall have the right to determine whether a need exists or whether a job must be completed and to assign employees required to meet the need. An employee may refuse overtime work, except when the District determines that an emergency exists, the manager/supervisor shall be empowered to direct the employee to work the overtime.
- 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 ~~quadriweekly~~ **pay period**.
- S. **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; ~~however, necessary adjustments to quadriweekly warrants will occur in QW-14.~~ 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 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
2067 Day Employees	84.0546 hours per year
200-Day Employees	81.60 hours per year

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

- 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 ~~extended illness catastrophic~~ leave), Section G.4. of this Article shall apply.

- 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.

- 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 her condition and 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.

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. Extended Sick 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.
 - e. Catastrophic Illness or Injury: Catastrophic illness or injury is defined as ~~an serious~~ **an serious** illness or injury that ~~has been concisely identified as such by the~~

unit member's treating physician; **requiring hospitalization or recovery therefrom** ~~the medical prognosis is the employee will be incapacitated for an extended period of time; and the employee's absence exceeds the individual's accrued paid leave.~~ **which would result in a financial hardship.**

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

- a. A bargaining unit member is eligible for ~~extended-sick~~ **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 ~~extended-sick~~ **catastrophic** leave shall be credited against the employee's days of absence. These days are in addition to the maximum number of days of ~~extended-sick~~ **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 ~~extended-sick~~ **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 ~~extended-sick~~ **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 ~~extended-sick~~ **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 ~~extended-sick 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 ~~extended-sick 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 Executive Director, Fiscal Services or designee. 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 ~~Extended-Sick 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** ~~Please omit~~ the employee's Social Security number **or medical information beyond confirmation of the need for 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 Executive Director, Fiscal Services or designee.
- f. Upon receipt of the Donation of Sick Leave Hours forms from the donor employee, the Executive Director, Fiscal Services or designee 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' ~~extended sick~~ **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 ~~extended-sick~~ **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 sick** 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 Executive Director, Fiscal Services or designee, 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 ~~extended-sick~~ **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 ~~extended-sick~~ **catastrophic** leave has been exhausted.

X. **VACATION ALLOWANCE.**

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

Years of Service	Rate of Earning*	Total Days Per Year:					
		12-Month	235 Day	225 Day	220-Day	209-Day	2067-Day
0-5	.055	14.30	12.93	12.38	12.10	11.50	11.339
6-10	.062	16.12	14.57	13.95	13.64	12.96	12.7783
11-15	.070	18.20	16.45	15.75	15.40	14.63	14.429
16 and over	.081	21.06	19.04	18.23	17.82	16.93	16.6977

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

- 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.

Article IX: Transfers and Promotions

A. TRANSFERS.

3. When a transfer is necessitated by the elimination of a position at a work site, the transfer will be accomplished as follows:
 - a. If there is only one person assigned to the classification in which the position is eliminated, that person will be transferred.
 - b. If there are two or more people assigned to the classification in which the position is eliminated, the manager will ask for volunteers for transfer.
 1. If two or more people volunteer for transfer, the employee with the most District seniority in the classification will be transferred.
 2. If there are no volunteers for transfer, the employee with the least District seniority in the classification at the site will be transferred.
 3. Except when agreed to by the employee and the District, aides assigned to special education classifications will be transferred, or in cases of multi-school assignments, have a percentage of their assignments transferred to coincide with the relocation of the classification from one school site to another.
 4. **In instances where the needs of the District cannot be accomplished through transferring the least senior aide in the classification, the least senior aide with like hours shall be considered. However, if the need can be accomplished solely by classification seniority, hours shall not be a consideration.**

Article XI: Evaluation Procedure

- D **EMPLOYEE'S COPY.** Whenever a rating is made, a conference shall be held to review the rating and a copy a **signed original** of the full report shall be given by the rater to the employee being rated at said meeting. In the event an employee is absent for an extended

period (ten [10] or more workdays) the rating may be mailed to the employee provided the rating is fully satisfactory. A conference will be held when the employee returns to work. 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 ten (10) days.

- 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** ~~the conference with the reviewer,~~ 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.

- ~~G. 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.

~~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) 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) 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) days a new written reprimand be written or the original written reprimand be withdrawn, as applicable. 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, the original written reprimand, 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) 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) 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.~~

ARTICLE XII Grievance Procedure

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.

ARTICLE XIV Progressive Discipline

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.**

- 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 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, the original written reprimand, 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.

ARTICLE XVIII Term of Agreement

A. EFFECT.

The term of the Agreement is November 1, 2015~~8~~ through October 31, 201~~8~~²¹ with no reopeners except as provided below and in this comprehensive proposal.

B. REOPENERS.

The District and CSEA may reopen negotiations for ~~2016/17~~ **2019/20** and ~~2017/18~~ **2020/21** on Article V – Compensation and ~~Article IX Transfers and Promotions~~, plus three articles selected by each party.

Appendix D: Memorandum of Understanding

- 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.

Gilbert Bonilla
Chapter #2 President

Date

Vaurice Scott
Unit A Vice-President

Date

Brittany Jones
Labor Relations Representative

Date

FOR THE DISTRICT:

Steve Rockenbach
Director, Employee Relations

Date

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

CODE	CLASS TITLE	CLASS ABBREVIATION	QW RANGE	HOURLY RANGE
5213	Accompanist	ACCOMPANIST	015	915
0358	Accountant	ACCOUNTANT	034	934
0750	Accounting Technician	ACCNTG TECH	027	927
0751	ASB Financial Technician	ASB FIN TECH	019	919
5146	Associate Producer/Digital Animator	ASSO PDR/DGT AN	030	930
5147	Associate Producer/Production Designer	ASSO PDR/PD DSG	030	930
0467	Attendance Accounting Specialist	ATT ACCTG SPC	032	932
5216	Behavior Intervention Assistant	BEHAVR INT ASST	020	920
5137	Behavior Intervention and Coaching Specialist	BE INT/COACH SP	024	924
3340	Braille Transcriber	BRAILLE TRNSC BR	018	918
5148	Broadcast Engineer	BROADCAST ENGR	034	934
5232	Business Development and Marketing Specialist	BUS DEV&MKT SPC	032	932
5011	Campus Security Officer	CAMPUS SEC OFF	016	916
5215	CDC Guidance Specialist	CDC GUIDANCE SP	020	920
3285	Certified Occupational Therapy Assistant	CER OCC TH ASST	024	924
5030	Chemical Application Technician	CHEM APPL TECH	020	920
5108	Computer Support Technician	COMP SUP TECH	038	938
0624	Contract Analyst	CONTRACT ANALYS	036	936
3343	Credential Services Specialist	CRED SRVCS SPC	024	924
0139	Custodian	CUSTODIAN	014	914
5025	Custodian Assistant	CUSTODIAN ASST	005	905
5202	District Security Officer	DISTRICT SEC OFF	024	924
5203	Educate Family Support Specialist	EDU FAM SUP SPC	027	927
5229	Educate Family Support Specialist-BL Khmer	EDU FSSPC BL KH	027	927
5204	Educate Family Support Specialist-BL Spanish	EDU FSSPC BL SP	027	927

5138	Facilities Planning Technician	FACIL PLAN TECH	027	927
3348	Facilities Use Technician	FACIL USE TECH	020	920
0477	Food Production Utility Worker	FD PROD UTL WKR	016	916
5152	Graphic Designer	GRAPHIC DESIGN	029	929
0175	Grounds Equipment Operator I	GRNDS EQ OP I	020	920
0176	Grounds Equipment Operator II	GRNDS EQ OP II	022	922
5031	Grounds Equipment Operator II/Driver	GRNDS E O II/DR	024	924
0172	Groundskeeper	GRNDSKEEPER	016	916
5075	Head Start Family Services Liaison	HS FAM SVCS LIA	015	915
5234	Head Start Family Services Liaison-BL Khmer	HS FM SV L BL K	015	915
5233	Head Start Family Services Liaison-BL Spanish	HS FM SV L BL S	015	915
0657	Head Start Instructional Aide	HS INSTR AIDE	007	907
5236	Head Start Instructional Aide-BL Khmer	HS I AIDE BL KH	007	907
5235	Head Start Instructional Aide-BL Spanish	HS I AIDE BL SP	007	907
3297	Head Start Nutrition Assistant	HS NUTR ASST	016	916
5194	Head Start Senior Family Services Liaison	HS SR F SVC LIA	018	918
5170	Health Assistant	HEALTH ASST	015	915
5200	High School Equivalency Examiner	HS EQV EXAMINER	025	925
5201	High School Equivalency Examiner-BL Spanish	HS EQV EXM BL S	025	925
3350	Human Resources Assistant	HUMAN RES ASST	016	916
3352	Human Resources Technician	HUMAN RES TECH	021	921
5117	Information Technology Projects Coordinator	INFO TECH PR CO	042	942
0436	Instructional Aide	I AID	010	910
0442	Instructional Aide-BL Spanish	I AID-BL SP	010	910
0221	Instructional Aide-Alternative Schools	I AID-ALT SCH	010	910
0439	Instructional Aide-Alternative Schools-BL Spanish	I AID A S-BL SP	010	910
3271	Instructional Aide-Deaf/Hard of Hearing	IA-D/H OF HEAR	016	916
5205	Instructional Aide-Educare	I AID-EDUCARE	010	910
5207	Instructional Aide-Educare BL Khmer	I AID-EDU BL KH	010	910
5206	Instructional Aide-Educare BL Spanish	I AID-EDU BL SP	010	910
0447	Instructional Aide-Instrumental Music	IA-INSTR MUSIC	012	912
5141	Instructional Aide-Intensive Reading Clinic	IA-INTEN READ C	012	912

0601	Instructional Aide-Mobile Classroom	IA-MOBILE CLSRM	012	912
0448	Instructional Aide-Special	I AID-SPC	012	912
0449	Instructional Aide-Special-BL Khmer	I AID-SPC-BL KH	012	912
0450	Instructional Aide-Special-BL Spanish	I AID-SPC-BL SP	012	912
0885	Instructional Assistant-After School Program	I A-AFTR SCH PG	020	920
0603	Instructional Assistant-Computer Resources	I AST COMP RESC	020	920
0452	Instructional Assistant-Computer Resources-BL Spanish	I AST-CR-BL SP	020	920
0460	Instructional Assistant-Gardening	I AST-GARDENING	020	920
5199	Instructional Assistant-Male Academy	I AST-MALE ACAD	020	920
5172	Instructional Assistant-Mathematics	INST ASST-MATH	020	920
5217	Instructional Assistant-On Campus Suspension	I AST ON CAM SU	020	920
3278	Instructional Assistant-Parent Resources Center/BL	I AST-PR RS C/B	020	920
0766	Instructional Assistant-School for Adults	I AST-SCH ADULT	020	920
5221	Instructional Assistant-School for Adults-BL Spanish	I AST SFA BL SP	020	920
3353	Instructional Warehouse Assistant	INST WRHSE ASST	016	916
0755	Intermediate Accounting Assistant	INT ACCTG ASST	019	919
5058	Intermediate Nutrition Services Worker	INT NUTR SV WKR	008	908
0673	Intermediate Office Assistant	INT OFFICE ASST	015	915
5050	Intermediate Office Assistant-BL Spanish	IOA-BL SP	015	915
3354	Intermediate Office Assistant-Schools	INT OFF ASST/SC	015	915
5052	Intermediate Office Assistant-Schools BL Spanish	IOA/SCH-BL SP	015	915
0756	Intermediate Payroll Accounting Technician	INT PYRL AC TEC	019	919
5126	Inventory Control Technician	INV CNTRL TECH	020	920
0463	Job Developer	JOB DEVELOPER	020	920
5186	Job Developer-BL Spanish	JOB DEV BL SP	020	920
0694	Kids' Club Assistant	KIDS CLUB ASST	007	907
0515	Kids' Club Lead Assistant	K C LEAD ASST	010	910
0205	Lead Custodian	LEAD CUSTODIAN	017	917
0465	Library/Media Assistant	LIB/MED ASST	020	920
0208	Locker Room Attendant	LCKR RM ATTDNT	015	915

0219	Mail Delivery Driver	MAIL DELIV-DR	016	916
5144	Mail/Switchboard Services Assistant	ML/SWBRD SV AST	016	916
0627	Maintenance Material Coordinator	MAINT MAT COORD	034	934
5231	Maintenance Materials Storekeeper	MAINT MAT STKPR	026	926
5180	Migrant Education Recruiter-BL Spanish	MIG ED RC BL SP	017	917
5127	Military Property Specialist	MILIT PROP SPEC	020	920
5119	Network Specialist	NETWORK SPEC	042	942
5208	Nutrition Services Payroll Technician	NUT SV PAY TECH	022	922
5112	Nutrition Services Technology Coordinator	NUT SV TCH COOR	042	942
5068	Nutrition Services Worker	NUTR SRVCS WKR	005	905
3359	Office Assistant	OFFICE ASST	010	910
5158	Office Assistant-BL Spanish	OFF ASST-BL SP	010	910
5218	Parent Involvement Specialist	PARENT INV SPC	020	920
5219	Parent Involvement Specialist-BL Khmer	PARENT INV SP BL K	020	920
5220	Parent Involvement Specialist-BL Spanish	PARENT INV SP BL S	020	920
5241	Pool Operator	POOL OPERATOR	022	922
5155	Production Specialist/Editor	PROD SPC/EDITOR	019	919
0607	Public & Employee Information Assistant	PUB EM INF ASST	020	920
5128	Purchasing Agent	PURCH AGENT	034	934
5129	Purchasing Assistant	PURCH ASST	018	918
0675	Records Office Assistant	RECDs OFF ASST	015	915
5132	Reprographics Technician	REPRGRPHIC TECH	016	916
0433	Research Office Technician	RSRCH OFF TECH	020	920
5181	School/Community Liaison-BL Khmer	SCH/COMM LIA KH	013	913
5178	School/Community Liaison-BL Spanish	SCH/COMM LIA SP	013	913
3360	School Data Technician	SCH DATA TECH	018	918
5013	School Safety Communications Operator	SCH SFTY COM OP	021	921
5015	School Safety/Security Specialist	SCH SFTY/SEC SP	020	920
5014	School Safety Officer	SCH SFTY OFF	031	931
5099	School Support Assistant	SCH SUP ASST	010	910

5100	School Support Assistant-BL	SCH SUP ASST BL	010	910
0760	Senior Accounting Assistant	SR ACCTG ASST	022	922
0761	Senior ASB Financial Technician	SR ASB FIN TECH	023	923
0478	Senior Food Production Utility Worker	SR FD PR UTL WK	019	919
5174	Senior Health Assistant	SR HEALTH ASST	024	924
5071	Senior Nutrition Services Worker	SR NUTR SVWKR	011	911
0677	Senior Office Assistant	SR OFFICE ASST	019	919
5089	Senior Office Assistant-BL Spanish	SR OFF A-BL SP	019	919
3363	Senior Office Assistant-Schools	SR OFF ASST/SCH	019	919
5091	Senior Office Assistant-Schools-BL Spanish	SR OF A-S BL SP	019	919
0762	Senior Payroll Accounting Technician	SR PAY ACTG TEC	023	923
5133	Senior Purchasing Assistant	SR PURCH ASST	022	922
3369	Senior Research Office Technician	SR RCH OFF TECH	023	923
5120	Senior Systems Analyst	SR SYS ANALYST	045	945
5167	Senior Technology Support Representative	SR TECH SUP REP	032	932
5184	Senior Translator-Interpreter-BL Spanish	SR TRANS-INT SP	023	923
5214	Sign Language Interpreter*	SIGN LANG INTRP	031	931
5055	Site Specialist-Special Projects	SITE SPEC-SP PR	024	924
0573	Small Engine Mechanic	SML ENGINE MECH	025	925
5024	Speech-Language Pathology Assistant	S-L PATHOLOGY A	024	924
5163	Speech-Language Pathology Assistant-BL Spanish	S-L PATH A BL S	024	924
3364	Staff Secretary	STAFF SECRETARY	019	919
5085	Staff Secretary-BL	STAFF SEC BL	019	929
0379	Stage Technician	STAGE TECH	022	922
5164	Student Data Systems Specialist	STU DATA SYS SP	029	929
0399	Student Evaluation Technician	STU EVAL TECH	020	920
0480	Student Evaluation Technician-BL Khmer	ST E TECH-BL KH	020	920
0483	Student Evaluation Technician-BL Spanish	ST E TECH-BL SP	020	920
0763	Student Financial Technician-Avalon	STU FIN TECH-AV	023	923
5176	Student Store Assistant	STDNT STOR ASST	008	908
5182	Student Store Lead	STDNT STOR LEAD	016	916
5246	Systems Analyst-CICS/COBOL	SYSTEM ANALY C/C	042	942
5111	Systems Operator	SYSTEMS OPER	025	925

5168	Technology Services Inventory Technician	TECH SV INV TEC	020	920
5113	Technology Support Representative	TECH SUP REP	029	929
5183	Transitional Services Specialist-BL Spanish	TRANS SV SPC SP	020	920
5079	Translator-Interpreter-BL Spanish	TRANS-INT -BL SP	020	920
0392	Truck Driver	TRUCK DRIVER	023	923
0712	Warehouse Materials Processor	WRHSE MAT PROC	021	921
5083	Webmaster	WEBMASTER	036	936

GRANDFATHERED CLASSIFICATIONS UNIT A - SALARIES FOR EMPLOYEES HIRED PRIOR TO 6/30/02

5019	Campus Security Officer	CAMPUS SEC OFF	020	920
5018	Gang Intervention Specialist	GANG INTVENT SP	024	924

Tentative Agreement
between
Long Beach Unified School District
and
California School Employees Association
and its Long Beach Chapter #2 Unit B
October 14, 2019

The Long Beach Unified School District (District) and the California School Employees Association and its Long Beach Chapter #2 Unit B (CSEA) have completed negotiations for the 2018-2019 school year and agree to maintain the provisions of the current classified bargaining agreements for 2018-2019 except as follows:

Article I: Recognition

- d. 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.
- 4. Excluded from the bargaining unit shall be the following existing classifications:
 - e. Management
 - f. Confidential
 - g. Supervisory
- 5. Exempt from the classified service are the following:
 - f. Positions which require certification qualifications;
 - g. ~~Part-time playground positions;~~
 - h. Full-time students employed part time;
 - i. Part-time students employed part time in any college work-study program, or in a work experience education program conducted by a **university community 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.

Article II: Reserved Rights of the District

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

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

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

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.

G. **RELEASE TIME FOR ASSOCIATION REPRESENTATIVES**

4. **Board Meetings / District Management.** The District agrees to release one (1) CSEA Chapter representative per Unit, as needed, to attend Board meetings and three (3) to five (5) representatives to attend meetings with District management as needed **but not more than two (2) representatives from any given site, shop, or office. As an exception, more than 2 representatives may attend when the called meeting regards a specific site, shop or office concern.** All release time for activities enumerated in this paragraph will be charged to Association leave.

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 the CSEA 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.

- H. ~~As soon as practical after completion of the final ratified ratification of this 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.~~

- J. **STAFF DEVELOPMENT.** The District and the CSEA agree that continuing training and staff development for classified employees are very important. They further agree that continuing study and discussion need to occur relative to continued expansion of staff development activities for classified employees. The District is committed to providing classified staff with continuing training opportunities to assist them in performing their current jobs and to prepare them for promotional opportunities. The CSEA is encouraged to submit to the District in-service topics/ideas which would be of value to classified employees for staff development training. This provision applies to staff development and training provided by the Personnel Commission. A committee shall be created to make recommendations for professional development opportunities in accordance with AB 1808. The committee shall be composed of up to a total of five (5) CSEA representatives of different classification and up to a total of five (5) district personnel.

Article IV: Organizational Security

- 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 rights from CSEA not required by law, and should consult with CSEA Long Beach Chapter 2 for clarification.

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

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

- ~~C. — REMITTANCE OF DUES AND AGENCY FEE. With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly within fifteen (15) days to remit such monies to the CSEA accompanied by an alphabetical list of Unit members for whom deductions have been made, categorizing them as to membership or non-membership in the CSEA, and indicating any changes in personnel from the list previously furnished.~~

- ~~D. — RELIGIOUS OBJECTIONS. Any Unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially~~

~~supporting employee organizations shall not be required to join or financially support the California School Employees Association, as a condition of employment. Such Unit member shall pay, in lieu of a service fee, a sum equal to such agency fee to one of the following non-religious, non-labor organization's charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:-~~

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

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

This tentative agreement is subject to ratification through the CSEA 610 policy and approval by the Board of Education.

Unit B APPENDIX B

Salaries and Allowances

Salary – 2018 - 2019

2% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to **July 1, 2018**. An additional one time off schedule payment of 1% based on the unit members' earnings for the 2018 – 2019 fiscal year.

Career Increments

Effective July 1, 2018, for bargaining unit members in Unit B – Construction/Repair and Transportation Unit Positions career increments shall be:

After completion of

14 years	\$1,378.12 1419.75
19 years	\$1,378.12 1419.75
24 years	\$2,205.00 2271.59
29 years	\$2,756.25 2839.49

The total of all career increments shall be ~~\$1,378.12~~ 1419.75 after fourteen (14) years; ~~\$2,756.25~~ 2839.49 after nineteen (19) years; ~~\$4,961.25~~ 5111.08 after twenty-four (24) years; and ~~\$7,717.50~~ 7,950.57 after twenty-nine (29) years.

Article V Compensation

PAY AND ALLOWANCES.

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

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

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

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

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

16. Catalina Island Employees. In QW 04 of each year, Catalina Island employees shall receive a travel expense allowance. For 2015-2016-2018-2019, the allowance is \$996-\$ 1,078, plus any negotiated percentage increase. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of Unit members.

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. 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.

B. HEALTH AND WELFARE BENEFITS.

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

- 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 same-gender 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.

Article VI Days and Hours of Employment

- 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.
- 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 a misuse of leave is suspected, 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 for a portion of the workday utilizing personal necessity, vacation, and/or for medical appointments that do not comply with the prior notice requirements provided in Article VIII.

- 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-half (1 ½). In the event the

compensatory time off is not utilized within the twelve (12) calendar months following the months 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 employees in the bargaining unit within each work location and classification. In this context "qualified" is defined as having the training and experience for the respective classification(s) specific to the overtime assignment. Overtime shall be posted at each site or work location for those classifications with more than two (2) employees. An up-to-date account of overtime worked and charged to the employee will be posted on the first workday of each ~~quadriweekly~~ pay period. District managers/supervisors shall have the right to determine whether a need exists or whether a job must be completed and to assign employees required to meet the need. An employee may refuse overtime work, except when the District determines that an emergency exists, the manager/supervisor shall be empowered to direct the employee to work the overtime.
- 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 ~~quadriweekly~~ pay period.
- 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; ~~however, necessary adjustments to quadriweekly warrants will occur in QW 14.~~ 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 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
2067 Day Employees	84.0546 hours per year
200-Day Employees	81.60 hours per year

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

- 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 extended illness catastrophic leave), Section G.4. of this Article shall apply.
- 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.
- 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 her condition and 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.

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. Extended Sick 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.
- e. Catastrophic Illness or Injury: Catastrophic illness or injury is defined as an **serious** illness or injury that has been ~~concisely~~ identified as such by the **unit member's** treating physician; **requiring hospitalization or recovery therefrom** the medical prognosis is the employee will be incapacitated for an extended period of time; and ~~the employee's absence exceeds the individual's accrued paid leave, which would result in a financial hardship.~~

2. Eligibility Requirements for Leave Recipients.

- a. A bargaining unit member is eligible for ~~extended-sick catastrophic~~ leave if:
 - (3) He/she has exhausted all of his/her accrued paid leave, which includes but is not limited to, sick leave and vacations.
 - (4) 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.
- c. The maximum number of days which a recipient may receive for the same illness shall be no more than the total number of duty days in the employee's work year.
- c. Sick leave and vacation days accrued by the recipient during the time he/she is on ~~extended-sick catastrophic~~ leave shall be credited against the employee's days of absence. These days are in addition to the maximum number of days of ~~extended-sick 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 ~~extended-sick 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 ~~extended-sick catastrophic leave~~ shall cease.

3. **Guidelines for Donor Participants.**

- e. Any member of the bargaining unit who has available monthly sick leave balances may donate to an employee who is in need of ~~extended-sick catastrophic leave~~. The required minimum donation shall be one (1) day (eight [8] hours).
- f. Employees who are not members of the bargaining unit may also donate to the employee who is in need of ~~extended-sick catastrophic leave~~, but under the provisions of this program, these employees will not be eligible to draw such leave.
- g. 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 ~~extended-sick 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.
- h. Donating employees must acknowledge in writing the donation is voluntary, irrevocable, and confidential and this written acknowledgement must be submitted to the Executive Director, Fiscal Services or designee. 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 ~~Extended-Sick 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** ~~—Please omit~~ the employee's Social Security number or medical information beyond confirmation of the need for 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 Executive Director, Fiscal Services or designee.
- f. Upon receipt of the Donation of Sick Leave Hours forms from the donor employee, the Executive Director, Fiscal Services or designee 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' ~~extended-sick~~ **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 ~~extended sick~~ **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 sick** 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 Executive Director, Fiscal Services or designee, 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.
 - k. Receipt of ~~extended-sick~~ **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 ~~extended-sick~~ **catastrophic** leave has been exhausted.

X. VACATION ALLOWANCE.

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

Years of Service	Rate of Earning*	Total Days Per Year:					
		12-Month	235 Day	225 Day	220-Day	209-Day	2067-Day

0-5	.055	14.30	12.93	12.38	12.10	11.50	11.339
6-10	.062	16.12	14.57	13.95	13.64	12.96	12.7783
11-15	.070	18.20	16.45	15.75	15.40	14.63	14.429
16 and over	.081	21.06	19.04	18.23	17.82	16.93	16.6977

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

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.

Article IX: Transfers and Promotions

A. TRANSFERS.

3. When a transfer is necessitated by the elimination of a position at a work site, the transfer will be accomplished as follows:
- a. If there is only one person assigned to the classification in which the position is eliminated, that person will be transferred.
 - b. If there are two or more people assigned to the classification in which the position is eliminated, the manager will ask for volunteers for transfer.
 - 1. If two or more people volunteer for transfer, the employee with the most District seniority in the classification will be transferred.
 - 2. If there are no volunteers for transfer, the employee with the least District seniority in the classification at the site will be transferred.
 - 3. **In instances where the needs of the District cannot be accomplished through transferring the least senior aide in the classification, the least senior aide with like hours shall be considered. However, if the need can be accomplished solely by classification seniority, hours shall not be a consideration.**

Article XII: Evaluation Procedure

- D EMPLOYEE'S COPY.** Whenever a rating is made, a conference shall be held to review the rating and a copy a **signed original** of the full report shall be given by the rater to the employee being rated at said meeting. In the event an employee is absent for an extended period (ten [10] or more workdays) the rating may be mailed to the employee provided the rating is fully satisfactory. A conference will be held when the employee returns to work. 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 ten (10) days.
- 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 the conference with the reviewer,~~ 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.

- G. ~~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.~~

~~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) 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) 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) days a new written reprimand be written or the original written reprimand be withdrawn, as applicable. 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, the original written reprimand, 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) 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) 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.~~

ARTICLE XIII Grievance Procedure

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.

ARTICLE XV Progressive Discipline

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.**

- 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 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, the original written reprimand, 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.

ARTICLE XIX: Work Jurisdiction

- 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 an opportunity to review the electronic information used by the district prior to imposing discipline.

ARTICLE XX Term of Agreement

A. EFFECT.

The term of the Agreement is November 1, 2015~~8~~ through October 31, 201~~8~~²¹ with no reopeners except as provided below and in this comprehensive proposal.

B. REOPENERS.

The District and CSEA may reopen negotiations for ~~2016/17~~ 2019/20 and 2017/18
2020/21 on Article V – Compensation and ~~Article IX Transfers and Promotions~~, plus
three articles selected by each party.

Gilbert Bonilla
Chapter #2 President

Date

Chet Davidson
Unit B Vice-President

Date

Brittany Jones
Labor Relations Representative

Date

FOR THE DISTRICT:

Steve Rockenbach
Director, Employee Relations

Date

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 UTILITY 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
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