

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

UNIT B 2022-2023 NEGOTIATIONS

TENTATIVE AGREEMENT

ARTICLE V - Compensation

APPENDIX B - Salaries and Allowances

Salary - 2022-2023

9% increase to bargaining unit salary schedules, stipends, and rates of pay retroactive to **July 1, 2022**.

An additional one time off-schedule payment of **3%** for **2022-2023** based on the unit members' earnings for the **2022-2023** fiscal year.

ARTICLE VIII - Leaves of Absence

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

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

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

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

2. An employee serving an initial probationary period shall not be eligible to be paid for more than half the days of full pay for illness provided until the first day of the pay period after completion of one hundred thirty (130) days of paid service in a regular assignment.
3. Thereafter, as long as he/she remains a regular employee, he/she will be credited annually with the number of full-pay illness days provided for his/her assignment year.
4. The employee who does not complete the year of service after the July 1 yearly grant of sick leave according to his/her assignment shall have the sick leave balance reduced proportionally to the number of days to the date of his/her departure from the District. This adjustment may result in an overpayment which would be handled as described in Article V, Section A.3.
5. **Kin Care Leave (Labor Code § 233)- Up to ½ of the employee's annual sick leave entitlement may be used to attend to an illness of or take to a doctor for preventive care the employee's child (regardless of age or dependency status), parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, designated person (as defined by state and/or federal statute), or sibling. All employees are to report Kin Care Leave absences to their work site in accordance with Section Y of this article. The District may require evidence of facts relevant to any Kin Care Leave for which there exists the suspicion of possible abuse of leave. Where suspicion exists, the employee shall be notified of said requirement prior to the utilization of leave.**

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

O. **ABSENCE FOR EXAMINATION AND INTERVIEWS.**

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

Every employee taking a District promotional examination for which he/she is qualified **and/or participating in District interviews**, will be granted

compensating time off equal to the time required to take the examination **and/or participate in the interview**, if the examination is scheduled at a time other than during the employee's regular working hours.

- R. **BEREAVEMENT LEAVE OF ABSENCE.** Employees of the District shall be granted necessary leave of absence because of the death of any member of his/her immediate family . ~~Not more than three (3) days shall be granted if travel of less than two hundred fifty (250) miles one way is required, and not more than five (5) days shall be granted. if travel of more than two hundred fifty (250) miles one way is required.~~

ARTICLE IX - Transfers and Promotions

A. TRANSFERS.

4. An employee with permanent status may request a transfer from one position to another within the same classification. Such requests shall be in writing and submitted to the Executive Officer, Personnel Commission and Classified Employment. A transfer request shall remain active through ~~November 30~~ **June 30** at which time the request must be renewed. No obligation shall exist to fill a position by transfer rather than by any other method of appointment; however, each employee will be notified that his/her transfer request has been received. Each transfer request will be so identified on the appropriate eligibility list(s). When there are fewer than three (3) transfer requests on the eligibility list, each employee requesting a transfer will be interviewed for the available position. When there are more than three (3) transfer requests on the eligibility list, the person responsible for filling the position will select at least three (3) employees requesting a transfer to be interviewed.

ARTICLE XII: Evaluation Procedure

CSEA and the District agree to revisit District-proposed changes under this article during the parties' 2023-2024 reopener negotiations. This shall not count as one of the District's selected articles under Article XX, Section B of the CBA for 2023-2024 reopener negotiations.

APPENDIX J: Transportation Yard Procedures

CSEA and the District agree to revisit CSEA-proposed changes under this article during the parties' 2023-2024 reopener negotiations. This shall not count as one of CSEA's selected articles under Article XX, Section B of the CBA for 2023-2024 reopener negotiations.

TA Signed by:
District
Steven Rockenbach
Director ,Employee Relations & Ethics

Date: April 17, 2023
CSEA - Unit A
Kellyanna Miller
Administrator, CSEA Long Beach Chapter 2

Mitchell Stewart
CSEA Labor Relations Representative

Brandon Record
Unit B Negotiations Team

Carlos Benitez
Unit B Negotiations Team