TENTATIVE AGREEMENT

between the Lakeside Union School District to the

California School Employees Association and its Lakeside Chapter No. 240

To Fully Resolve the 2020-2021 School Year Limited Reopeners

March 9, 2021

The Lakeside Union School District ("District") and the California School Employees Association and its Lakeside Chapter No. 240 (CSEA) have reached a tentative agreement to fully resolve limited reopener negotiations for the 2020-2021 school year. This Agreement is subject to ratification by the District's Governing Board.

The Parties agree to amend Article 6: ASSOCIATION RIGHTS, as follows:

6.1.15 The District shall allow five (5) days release time each for three (3) Association chapter delegates to attend the annual CSEA conference.

[No other changes to Article 6: ASSOCIATION RIGHTS.]

[No changes to Article 9: DUTY HOURS.]

The Parties agree to amend Article 10: SALARIES as follows:

ARTICLE 10: SALARIES

- 10.1 If the District provides an increase to the salary schedule for the certificated bargaining unit for 2020-2021, the District will provide the CSEA bargaining unit with an increase of the same percentage.
- 10.2 **Frequency:** All employees in the bargaining unit shall be paid once per month when the unit member is scheduled to work, on or before the last day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. However, if the

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County Office of Education and the District's payroll system permit, 10-month, 10.5-month, and 11-month employees shall have the option to choose a deferred net pay option such that employees receive their annual pay in 12 monthly paychecks.

- 10.3 Errors: Any payroll error created by the District resulting in insufficient payment to an employee in the bargaining unit shall be corrected and added on the pay for the next scheduled payment or a supplemental check shall be issued, not later than five (5) working days after the employee provides notice to the payroll department. Bargaining unit members are responsible to reimburse the District for overpayments.
- 10.3.1 After confirming that a unit member has been overpaid, the District shall notify the overpaid unit member of the overpayment in writing. This notice shall include the amount of the overpayment, the reason that the overpayment occurred, and that the employee has the right to be represented, including during the meeting to discuss repayment. Within five (5) workdays, the unit member shall meet with the District to discuss repayment of the overpayment and to develop a mutually-agreeable repayment plan. The unit member may be represented by CSEA during such a meeting.
- 10.3.2 The process set forth in Article 10.3.1 shall be subject to the grievance procedure, but no procedural error shall relieve the bargaining unit member from repaying an overpayment.
- 10.11 **Annualized Pay**: Effective July 1, 2021, 10-month, 10.5-month, and 11-month employees will be paid using an annualized pay method such that they receive uniform monthly pay eleven months of the fiscal year (August June).

The Parties agree to replace the Lakeside Union School District Classified Employees Salary Schedule and corresponding footnotes attached as Exhibit A to the Agreement with the following, effective January 1, 2020:

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Lakeside Union School District 2020-2021 Interim Classified Employees Salary Schedule

Effective July 1, 2020

	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
RNG	MONTH	HOUR												
1	1,975	11.39	2,054	11.85	2,151	12.41	2,251	12.99	2,351	13.56	2,455	14.15	2,520	14.54
2	2,009	11.59	2,102	12.13	2,198	12.68	2,301	13.28	2,406	13.88	2,520	14.54	2,579	14.88
3	2,065	11.91	2,153	12.42	2,262	13.05	2,357	13.60	2,463	14.21	2,581	14.89	2,854	15.31
4	2,117	12.21	2,206	12.73	2,309	13.32	2,412	13.92	2,523	14.55	2,637	15.21	2,705	15.61
5	2,155	12.43	2,265	13.07	2,360	13.62	2,473	14.26	2,585	14.91	2,702	15.59	2,765	15.95
6	2,206	12.73	2,309	13.32	2,412	13.92	2,523	14.55	2,637	15.21	2,755	15.89	2,830	16.32
7	2,427	14.00	2,427	14.00	2,473	14.26	2,585	14.91	2,702	15.59	2,834	16.35	2,901	16.74
8	2,427	14.00	2,427	14.00	2,528	14.58	2,643	15.25	2,768	15.97	2,893	16.69	2,965	17.11
9	2,427	14.00	2,477	14.29	2,608	15.05	2,711	15.64	2,844	16.41	2,965	17.11	3,043	17.55
10	2,436	14.05	2,529	14.59	2,662	15.36	2,771	15.99	2,898	16.72	3,037	17.52	3,106	17.92
11	2,482	14.32	2,590	14.94	2,721	15.70	2,844	16.41	2,965	17.11	3,106	17.92	3,189	18.40
12	2,539	14.65	2,663	15.36	2,775	16.01	2,904	16.75	3,047	17.58	3,184	18.37	3,263	18.83
13	2,591	14.95	2,702	15.59	2,832	16.34	2,949	17.01	3,081	17.78	3,225	18.61	3,302	19.05
14	2,662	15.36	2,768	15.97	2,881	16.62	3,021	17.43	3,148	18.16	3,288	18.97	3,373	19.46
15	2,702	15.59	2,832	16.34	2,949	17.01	3,081	17.78	3,225	18.61	3,360	19.38	3,445	19.87
16	2,768	15.97	2,881	16.62	3,021	17.43	3,148	18.16	3,288	18.97	3,444	19.87	3,528	20.35
17	2,832	16.34	2,949	17.01	3,081	17.78	3,225	18.61	3,360	19.38	3,505	20.22	3,594	20.73
18	2,881	16.62	3,021	17.43	3,148	18.16	3,288	18.97	3,444	19.87	3,588	20.70	3,675	21.20
19	2,949	17.01	3,081	17.78	3,225	18.61	3,360	19.38	3,505	20.22	3,671	21.18	3,767	21.73
20	3,021	17.43	3,148	18.16	3,288	18.97	3,444	19.87	3,588	20.70	3,758	21.68	3,850	22.21
21	3,081	17.78	3,225	18.61	3,360	19.38	3,505	20.22	3,670	21.17	3,839	22.15	3,939	22.73
22	3,148	18.16	3,288	18.97	3,444	19.87	3,588	20.70	3,758	21.68	3,925	22.64	4,028	23.24
23	3,225	18.61	3,360	19.38	3,505	20.22	3,670	21.17	3,839	22.15	4,007	23.11	4,111	23.71
24	3,288	18.97	3,444	19.87	3,588	20.70	3,758	21.68	3,925	22.64	4,107	23.69	4,207	24.27
25	3,360	19.38	3,505	20.22	3,670	21.17	3,839	22.15	4,007	23.11	4,195	24.20	4,302	24.82
26	3,444	19.87	3,588	20.70	3,758	21.68	3,925	22.64	4,107	23.69	4,301	24.82	4,406	25.42
27	3,505	20.22	3,670	21.17	3,839	22.15	4,007	23.11	4,195	24.20	4,398	25.37	4,507	26.00
28	3,588	20.70	3,758	21.68	3,925	22.64	4,107	23.69	4,301	24.82	4,480	25.85	4,598	26.53
29	3,670	21.17	3,839	22.15	4,007	23.11	4,195	24.20	4,398	25.37	4,598	26.53	4,714	27.20
30	3,758	21.68	3,925	22.64	4,107	23.69	4,301	24.82	4,480	25.85	4,685	27.03	4,809	27.75
31	3,839	22.15	4,007	23.11	4,195	24.20	4,398	25.37	4,598	26.53	4,805	27.72	4,920	28.38
32	3,925	22.64	4,107	23.69	4,301	24.82	4,480	25.85	4,685	27.03	4,920	28.38	5,045	29.11
33	4,014	23.16	4,214	24.31	4,412	25.45	4,623	26.67	4,847	27.96	5,089	29.36	5,211	30.06
34	4,113	23.73	4,315	24.89	4,520	26.07	4,745	27.38	4,971	28.68	5,211	30.06	5,347	30.85
35	4,224	24.37	4,417	25.48	4,628	26.70	4,851	27.99	5,095	29.39	5,341	30.81	5,471	31.56
36	4,315	24.89	4,520	26.07	4,745	27.38	4,971	28.68	5,211	30.06	5,457	31.48	5,597	32.29
37	4,417	25.48	4,628	26.70	4,851	27.99	5,095	29.39	5,341	30.81	5,597	32.29	5,737	33.10
38	6,008	34.66	6,228	35.93	6,446	37.19	6,666	38.46	6,886	39.73	7,103	40.98	7,325	42.26

Salary Schedule Footnotes on following page.

Board Approved: 18/2021

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Lakeside Union School District 2020-2021 Classified Employees Salary Schedule

Effective January 1, 2021

STEP INCREASES:

All bargaining unit members progress one step annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall move to

the next step annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall move to the next step annually on July 1 directly before their corresponding hire date anniversary.

HOURLY RATES:

Are determined by dividing the annual salary by 2,080.

DAILY RATES:

Are determined by dividing the monthly salary by 21.67

ANNIVERSARY INCREMENT: Beginning with the 10th year of continuous employment, 5% per month will be added to employees' salary. An additional 5% of the base salary will be added every five years thereafter per Article 10.9 of the contract.

Longevity: The District shall provide additional compensation for longevity as follows:

Bargaining unit employees hired before September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule. Bargaining unit employees hired on or after September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule except that longevity Anniversary Increments shall cease after the bargaining unit employees' 28th year.

Anniversary increments are aligned to July 1 such that all unit members receive credit for a year of employment annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall receive credit for one year of employment annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall receive one year's credit annually on July 1 directly before their corresponding hire date anniversary.

The parties agree that seniority shall not be affected by any of the above changes.

DIFFERENTIAL PAY:

Employees whose normal work day requires employment after 6:00 p.m. but before 5:00 a.m. shall receive a 2.0% shift

differential for each hour regularly scheduled and actually worked during these hours. Custodians shall be eligible for this shift differential beginning at 5:00 p.m.

[No other changes to Article 10: SALARIES.]

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[No changes to Article 12: EMPLOYEE BENEFITS.]

The Parties agree to amend Article 19: VACATIONS as follows:

ARTICLE 19: VACATIONS

19.1 All regular employees earn vacation benefits in accordance with the table below:

Years of Employment	12-month unit members	10.5 &* 11-month unit members	10-month unit members		
1-2 years	12 days	11 days	10 days		
3-7 years	15 days	13.75 days	12.5 days		
8-13 years	18 days	16.5 days	15 days		
14 years	20 days	18.33 days	16.66 days		

^{*} This shall be effective for 10.5 Month Unit Members starting July 1, 2021.

- **19.1.1** When employees work part of a month, vacation accrual shall be prorated in accordance with the table set forth above in 19.1.
- 19.2 Pay for vacation days for all unit members shall be the same as that which the member would have received had the unit member been in working status.
- 19.3 When a permanent employee in the bargaining unit is terminated for any reason, the employee shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.
- 19.4 If, for any reason, a unit member is denied an approved scheduled vacation, the employee shall be compensated at the rate of double-time-and-one-half (2 ½) for all hours worked during the scheduled and approved vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due.

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- 19.5 If for any reason, a unit member is not permitted to take all or part of earned annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.
- 19.6 Earned or unused vacation may, with the prior written approval of the supervisor, principal, or designee, be taken at any time during the year. Twelve-month employees shall submit a proposed vacation schedule within the first twenty-one (21) calendar days of the employee's work year. Non-twelve-month employees who wish to use more than the ten (10) designated vacation days per year shall submit a proposed vacation schedule within the first twenty-one (21) calendar days of the employee's work year. The supervisor, principal, or designee shall render a decision on the vacation days requested within thirty (30) days of the final submission date. Vacation shall not be denied for arbitrary or capricious reasons. Employees shall have the right to revise their vacation schedules, with reasonable notice and upon approval of the supervisor.
- 19.7 An employee shall be allowed to carry a maximum of one year's vacation over into the next fiscal year in an amount that equals one (1) year's earned vacation. A minimum of ten (10) days vacation must be taken within a given fiscal year. No more than thirty (30) days vacation can be taken in one fiscal year.
- 19.8 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given preference.
- 19.9 When a paid holiday falls during the scheduled vacation of any bargaining unit employee, that paid holiday shall not be counted as a vacation day.
- 19.10 An employee in the bargaining unit shall, subject to management approval, be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination upon request.
- 19.11 Upon separation from service, a unit employee who has completed six (6) months of continuous service shall be entitled to a lump sum payment of all earned and unused vacation.
- **19.12** <u>Designated Vacation Days:</u> Starting July 1, 2021, the District will require that 10-month, 10.5-month and 11-month employees utilize ten (10) mandatory, designated vacation days for the purpose of fulfilling the employee's contracted work year.
- 19.12.1 Designated vacation days shall be included on the District Staff Calendar as follows:

A. One (1) non-holiday weekday during the Thanksgiving holiday week;

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- B. Two (2) non-holiday weekdays during the Winter break; and
- C. Seven (7) non-holiday weekdays during the Spring break.
- 19.12.2 When a unit member is approved to work during a designated vacation day, he/she will be regularly compensated for the vacation day and paid for their work at their regular rate of pay via an extra work agreement timesheet.
- 19.13 10-month, 10.5-month and 11-month employees who earn more than ten (10) vacation days per year shall have the following options:
- **19.13.1** Take such vacation leave during their scheduled workdays during the year with supervisor approval consistent with Article 19.6, above.
- **19.13.2** Carry over such vacation leave to the next school year consistent with Article 19.7, above.
- 19.13.3 Timely submit a request to be paid out up to a maximum of seven (7) days of vacation with their June pay. If no timely request to be paid out is received by the District, vacation leave shall be carried over in accordance with Article 19.7, above, and if the limit in Article 19.7 exceeded, paid out to the limit set forth in this Article 19.13.3.
- 19.14 If an employee has been granted vacation which was not earned at the time of his or her termination of employment with the District, the District shall deduct from the unit member's final warrant the amount of wages paid for any unearned vacation that was taken.

[No other changes to Article 19: VACATIONS.]

The parties agree to amend Article 27: RELEASE TIME, which CSEA reopened, as follows:

27.2 The Association President or designee shall be granted up to a maximum of eight (8) days per year of non-cumulative release time without loss of compensation for association business. For the 2021-2022 and 2022-2023 school years only, the Association President or designee shall be granted an additional two (2) days of non-cumulative release time without loss of compensation for association business. The provision of these additional two (2) days automatically sunsets (is no longer in effect) June 30, 2023. Whether or not a substitute is required is determined by the District.

[No other changes to Article 27: RELEASE TIME.]

[CONTINUED ON FOLLOWING PAGE]

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This Agreement fully resolves 2020-2021 reopener negotiations and is subject to ratification by the District's Governing Board and CSEA's internal process.

Dated:	By:For CSEA
Dated: 3/9/21	By: For CSEA
Dated: 3-9-21	By: For CSEA
Dated: 3-9-2021	By: School District
Date Ratified by the Lakeside Union Scho	ool District's Governing Board: 4/15/2021

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