

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** 5/12/2022

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**Agenda Item:**

Approval of the Tentative Agreement between the District and California School Employees Association (CSEA) and its Lakeside Chapter 240.

**Background (Describe purpose/rationale of the agenda item):**

Approval is requested of the Tentative Agreement between the District and CSEA and its Lakeside Chapter 240 to fully resolve 2021-22 reopener negotiations. The tentative agreement includes a 2% on schedule increase from July 1, 2021 and an additional 1.5% on schedule increase from March 1, 2022. A new base salary schedule to address the minimum wage increase which was effective January 1, 2022. Clean up language was included for Article 12: Employee Benefits, however no changes to health benefits were negotiated for 2021-22. A new Catastrophic Leave portion of Article 17: Leaves of Absences was added. An additional holiday, the observance of Juneteenth (6/19) was added to the Article 18: Holidays. Cleanup language in Article 28: Layoff and Reemployment reflects changes to Education Code.

**Fiscal Impact (Cost):**

See Collective Bargaining Disclosure

**Funding Source:**

General Fund, Child Nutrition, Child Development

**Addresses Emphasis Goal(s):**

☐ #1: Academic Achievement      ☐ #2: Social Emotional      ☐ #3: Physical Environments

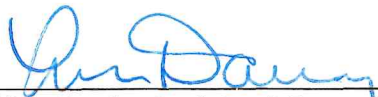
**Recommended Action:**

- |  |   |
|--|---|
| <input type="checkbox"/> Informational       | <input type="checkbox"/> Denial/Rejection                                       |
| <input type="checkbox"/> Discussion          | <input type="checkbox"/> Ratification   |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: <a href="#">Click here to enter text.</a> |
| <input type="checkbox"/> Adoption            |   |

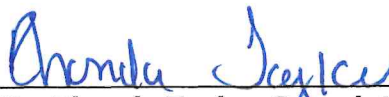
**Originating Department/School:** Business Services

**Submitted/Recommended By:**

**Approved for Submission to the Governing Board:**



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

**Reviewed by Cabinet Memb**

Approved by the Governing Board

5/12/22

**TENTATIVE AGREEMENT**  
**between the**  
**Lakeside Union School District**  
**to the**  
**California School Employees Association and its Lakeside Chapter**  
**No. 240**

To Fully Resolve 2021-2022 School Year Reopeners

April 27, 2022

The Lakeside Union School 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 2021-2022 school year. This agreement is subject to ratification by the District's Governing Board.

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

ARTICLE 10: SALARIES

10.1 The District will provide a two percent (2%) increase on the 2020-2021 salary schedule of the Agreement effective July 1, 2021 through December 31, 2021. After December 31, 2021, the 2020-2021 salary schedule attached to the 2019-2022 Agreement shall be discontinued.

Effective January 1, 2022, the salary schedule attached below as Appendix A shall be implemented with a two percent (2%) increase. [This two percent (2%) increase shall not compound with the increase effective July 1, 2021, but rather, maintains the increase effective July 1, 2021 with the change to the salary schedule attached below as Appendix A.]

The District will also provide a one and one-half percent (1.5%) increase to the salary schedule attached below as Appendix A effective March 1, 2022. These on-schedule increases shall be provided only after final ratification of the Amendment by the District Governing Board. [Delete remaining provisions in 10.1.]

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For CSEA: DM For CSEA: [Signature]  
For LUSD: [Signature]

[With the January 1, 2022 implementation of the salary schedule attached below of Appendix A, amend Recognition for classifications assigned to Ranges 7, 8, 9, 10, 11, and 12, which shall be increased by one range effective January 1, 2022, as follows:]

2020-2021 Range	Range Effective January 1, 2022
7	8
8	9
9	10
10	11
11	12
12	13

[No other changes to Article 10: SALARIES.]

The Parties agree to amend Article 12: EMPLOYEE BENEFITS, as follows:

ARTICLE 12: EMPLOYEE BENEFITS

*[HISTORICAL NOTE: Article 12.3 was never bargained out of the Parties' agreements, but was erroneously omitted from the agreement when it was compiled. Please see Parties' 2016-2019 Agreement, 2017-2018 Reopener Amendment, 2018-2019 Reopener Amendment, and the May 7, 2020 Tentative Agreement resolving successor agreement negotiations.]*

~~12.3 Effective upon final ratification of this Agreement by both parties, bargaining unit members shall not be required to pay health premiums of \$60 each month (for ten out of twelve months) for the remainder of the 2017 calendar year.~~

Effective January 1, 2018, bargaining unit members eligible for health care shall pay the following health care contributions for each month (for ten out of twelve months):

Employee only        \$60

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For CSEA: DM      For CSEA: [Signature]

For LUSD: [Signature]



Employee + 1	\$60
Family	\$75

**12.4** The District's maximum contribution annually in any twelve-month period, or prorated portion thereof, to the total cost of medical coverage provided under this Agreement on behalf of each eligible unit member who is entitled to receive such benefits, shall be as follows:

Employee only	\$7,740.00
Employee + 1	\$15,270.00
Family	\$21,410.00

Any amounts in excess of the maximum District contribution shall be paid for by the unit members by monthly payroll deduction in equal amounts (which shall be in addition to the employee monthly health care contributions of either \$60 or \$75 as listed above).

If the cost of the District's Kaiser and/or UHC Network 1 health care plans exceeds the specific maximum contribution paid by the District, the District will pay 50% of the increased cost and the employee will pay 50% of the increased cost.

[No additional changes to Article 12: EMPLOYEE BENEFITS except to ensure correct numbering throughout given the inadvertent omission of Article 12.3.]

The Parties agree to amend Article 17: LEAVES OF ABSENCE as follows:




#### ARTICLE 17: LEAVES OF ABSENCE

##### 17.11 Catastrophic Event Leave

17.11.1 Upon written request, the Superintendent or designee may authorize a permanent employee to donate up to a maximum of ten (10) workdays of eligible leave credits to another permanent employee pursuant to Education Code section 44043.5 when that employee or employee's family member suffers from a catastrophic illness or injury. Each request will be considered on a case-by-case basis, considering both the circumstances of the employee and any operational constraints of the District. The donation and receipt of such sick leave credits are subject to the following conditions:

17.11.1.1 "Catastrophic illness or injury" is defined to mean an illness or injury that is expected to incapacitate an employee or a member of the employee's family for an extended period of time, which incapacity requires the bargaining unit member to take time off from work

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For CSEA:  For CSEA:   
For LUSD: 

or care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and any other paid time off.

17.11.1.2 "Extended period of time" is defined to mean more than ten (10) consecutive workdays.

17.11.1.3 "Eligible leave credits" are defined to mean sick leave accrued to the donating employee, to the extent that the employee is otherwise eligible for such leave. An employee cannot donate future sick leave that has not been accrued, and cannot donate sick leave which will result in the employee having less than ten (10) accumulated sick leave days. Nothing in these provisions on catastrophic leave expands the purposes for which sick leave can be used under other applicable provisions of this Agreement or applicable law.

17.11.1.4 "Family member" is defined to mean the employee's spouse, domestic partner, parents, parents-in-law, siblings and children. "Parent," for purposes of this leave, includes "biological, foster, or adoptive parents, a step parent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child, or a spouse's parent." "Child" includes biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis*.

17.11.2 The employee who is, or whose family member is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated:

17.11.2.1 Must request in writing to the District office that eligible leave credits be donated. The request must be submitted at least ten (10) days before the employee wishes to use the donated leave credits.

17.11.2.2 Must provide written verification of the catastrophic injury or illness by a physician to include the anticipated length of disability.

17.11.2.3 Must use all leave credit that he or she continues to accrue on a monthly basis before receiving paid leave credits that are donated under this provision.

17.11.3 An employee who chooses to donate eligible leave credits:

17.11.3.1 Must provide written notice to the Superintendent or designee of the intent to transfer the eligible leave credits.

17.11.3.2 Must donate eligible leave credits of a minimum of the definition of a total workday for the employee who is, or whose family member is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated.

17.11.3.3 Must acknowledge in writing to the Superintendent or designee that the employee understands that he or she cannot revoke the donation of the eligible leave credits because all transfers of eligible leave credits are irrevocable and binding. The donating employee must sign and date this acknowledgment.

17.11.3.4 Although more than one employee may donate eligible leave credits to the requesting employee, the cumulative maximum number of workdays the requesting employee may receive is sixty (60) workdays per school year, and the maximum number of workdays donated by any employee shall be ten (10) per school year.

17.11.3.5 The Executive Director of Human Resources will verify eligibility to receive leave credits due to the employee's (or his or her family member's) catastrophic illness or injury. A decision that an employee is not eligible to receive donated leave credits is not subject to the Grievance Procedure; however, the decision may be submitted to the Superintendent and Association President for review.

[No additional changes to Article 17: LEAVES OF ABSENCE.]

The Parties agree to amend Article 18: HOLIDAYS as follows:

#### ARTICLE 18: HOLIDAYS

**18.1 Scheduled Holidays:** Effective July 1, 2021, the District agrees to provide all employees in the bargaining unit, including Child Care Personnel, with 16 paid holidays as follows:

Independence Day (July 4)  
Labor Day  
Admission Day (or day in lieu of)  
Veterans Day (observed on November 11)  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day (observed December 25, plus 2 designated local holidays)  
New Year's Day (January 1)  
Martin Luther King Day  
Lincoln's Birthday (observed in February)  
Washington's Birthday (observed in February)  
Good Friday  
Memorial Day (observed in May)  
June 19th (known as "Juneteenth")




**18.2 Additional Holidays:** Every day appointed by the President or Governor of this State, as provided for in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 1318 or 37222 for classified employees, shall be a paid holiday for all employees in the bargaining unit.

[No additional changes to Article 18: HOLIDAYS.]

The Parties agree to amend Article 28: LAYOFF AND REEMPLOYMENT:

ARTICLE 28: LAYOFF AND REEMPLOYMENT

**28.1 Reason for Layoff:** Layoff of bargaining unit employees shall occur only for lack of work and/or lack of funds.

 **28.2 Notice of Layoff:** Bargaining unit employees shall be given notice of layoff as authorized by law. The District shall provide reasonable notice of any planned layoff to the Association.

**28.3 Reduction Hours:** Any involuntary reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

**28.4 Order of Layoff:** Pursuant to Education Code section 45308(a) classified employees shall be subject to layoff for lack of work or lack of funds. If a classified employee is laid off, the order of layoff and displacement rights shall be based on date of hire in class, plus higher classes. In the event of a tie in length of service within the class plus higher classes, the classified employee with the least District seniority shall be laid off first. If a tie still exists, layoff shall be conducted by lot in the presence of the Association President or designee.

**28.5 Bumping Rights:** An employee laid off from his or her present class may in order to avoid layoff, bump into the next lowest class in which the employee has greatest seniority. The employee may continue to bump to lower classes to avoid layoff.

**28.6 Layoff in Lieu of Bumping:** An employee who elects a layoff in lieu of bumping maintains reemployment rights under this agreement.

**28.7 Reemployment Rights:** Employees who have been laid off because of lack of work and/or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time and in accordance with their seniority within the class in which the vacancy occurs, they will be reemployed in preference to new applicants. If the employee refuses a

reemployment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District. Reemployment shall be made in the reverse order of layoffs within each job classification. Those employees in the bargaining unit who have completed a probationary period shall be reemployed without having to serve an additional probationary period.

**28.8 Voluntary Demotion or Voluntary Reduction in Hours:** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

**28.9 Retirement in Lieu of Layoff:** Any employee in the bargaining unit may elect to accept a service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work and/or lack of funds. If the employee is offered, and accepts in writing, an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.

**28.9.1** An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

**28.10** The District will prepare a seniority roster consistent with Article 28.4. Thereafter, at least once per school year and at least sixty calendar (60) days prior to any classified layoff the District will make available to the Association an updated seniority roster.

**28.11 Notification of Reemployment Opening:** Notification of recall shall be made by personal contact or certified mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) District Office business days after receipt of the notification, and arrange the time for the unit member's return to work. The unit member must, however, be available within fifteen (15) District Office business days of receipt of the notice.

**28.12 Improper Lay Off:** An employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

**28.13 Impacts and Effects:** The District and the Association agree that the above provisions



in this Article represent the agreement between the parties concerning layoff, voluntary reduction in hours in lieu of layoff and the impacts and effects of such matters. Upon written request of the Association, the parties will meet to discuss the potential implications of any planned layoff.

[No other changes to Article 28: LAYOFF AND REEMPLOYMENT.]

### WAIVER OF CLAIMS

In addition to the above, the parties agree as follows:

This Amendment fully and finally settles all issues relating to the observance of Juneteenth during the 2020-2021 and 2021-2022 school years in any and all forums, including but not limited to any claims for back pay, holiday pay, and interest.

Dated: 4-27-22

By: [Signature]  
For CSEA

Dated: 4-27-2022

By: [Signature]  
For CSEA

Dated: 4/27/22

By: [Signature]  
For Lakeside Union School District

Date Ratified by the Lakeside Union School District's Governing Board: \_\_\_\_\_

ATTACHMENTS:


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For CSEA: [Signature] For CSEA: [Signature]  
For LUSD: [Signature]

APPENDIX A

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For CSEA: 

For CSEA: 

For LUSD: 

App A Orig

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
8	2,600	15.00	2,635	15.20	2,678	15.45	2,735	15.78	2,768	16	2,893	16.60	2,965	17.11
9	2,609	15.05	2,652	15.30	2,695	15.55	2,746	15.84	2,844	16	2,965	17.11	3,043	17.55
10	2,626	15.15	2,666	15.38	2,718	15.68	2,771	15.99	2,898	17	3,037	17.52	3,106	17.92
11	2,635	15.20	2,676	15.44	2,721	15.70	2,844	16.41	2,965	17	3,106	17.92	3,189	18.40
12	2,643	15.25	2,695	15.55	2,775	16.01	2,904	16.75	3,047	18	3,184	18.37	3,263	18.83
13	2,652	15.30	2,702	15.59	2,832	16.34	2,949	17.01	3,081	18	3,226	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	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	19	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	19	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	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	20	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	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	21	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	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	22	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	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	23	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	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	24	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	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	25	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	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	26	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	27	4,805	27.73	4,920	28.38
32	3,925	22.64	4,107	23.69	4,301	24.82	4,480	25.85	4,685	27	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	28	5,089	29.36	5,211	30.06
34	4,113	23.73	4,315	24.80	4,520	26.07	4,745	27.38	4,971	29	5,211	30.06	5,347	30.85
35	4,224	24.37	4,417	25.48	4,628	26.70	4,852	27.99	5,094	29	5,340	30.81	5,470	31.56
36	4,315	24.89	4,520	26.07	4,745	27.38	4,971	28.68	5,211	30	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	31	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	6,887	40	7,103	40.98	7,325	42.26

For CSEA:



For CSEA:



For LUSD:

