

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approve Tentative Agreements with the California Schools Employee Association and its Lakeside Chapter 240 (CSEA) for a new 3 Year Agreement, 2022-2025.

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

Approval is requested of the following Tentative Agreements with CSEA to resolve negotiations for 2022/23 school year and for the new 3 Year Agreement:

- Articles 6-Clean up language to Distribution of Contract, and New Employee Orientations
- Article 9-Duty Hours Clean up language on Special Trip Assignments
- Article 10-Salaries, 9.94% increase
- Articles 13-Clean up language on Employee expenses and materials (safety equipment)
- Article 16-Clean up language to Transfers
- Article 17-Clean up language to Leaves of Absences
- Article 19-Clean up language to Vacations
- Article 22-Removal of provision to Classification and Reclassification for 2020-21 school year only

The tentative agreements include an increase to the salary schedule of 9.94% effective July 1, 2022. Also included in the TA, is clean up language for Mileage, Meals, Lodging, and clarification on Classified Employee of the Year.

Fiscal Impact (Cost):

See Disclosure of Collective Bargaining

Funding Source:

See Disclosure of Collective Bargaining

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: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

Approved by the Governing Board

10/13/22

TENTATIVE AGREEMENT
Between the
Lakeside Union School District
And the
California School Employees Association and its Lakeside Chapter
No. 240
September 29, 2022

For a new three (3) year Agreement

The Lakeside Union School District and the California School Employees Association and its Lakeside Chapter 240 (CSEA) ("Agreement") have reached a new three (3) year successor agreement ("Agreement") for the period of July 1, 2022 through June 30, 2025. This Agreement is subject to the ratification by the District's Governing Board.

The parties agree to amend the 2022-2025 agreement as follows:

ARTICLE 10: SALARIES

10.1

The District will provide a nine and nine four tenths percent (9.94%) on schedule increase on the 2021-2022 salary schedule of the Agreement effective July 1, 2022 through June 30, 2023. This on-schedule increase shall be provided only after final ratification of the Amendment by the District Governing Board.

10.4 Mileage:

Any employee in the bargaining unit required to use a private vehicle on district business shall be reimbursed at the approved IRS rate per mile for all miles driven on behalf of the District. The amount shall be payable ~~in~~ on a separate warrant drawn against district funds within ten (10) working days of submission of the claim by the employee in the bargaining unit. See Board Policy and Administration Regulation 3350 regarding mileage reimbursement.

10.5 Meals

~~Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall, when previously authorized and upon presenting receipts, be reimbursed for the reasonable cost of the meal not later than ten (10) working days after submission of the expense claim. Federal guidelines for meals will be used as a guide for reimbursement. Meal reimbursement may only be claimed when an overnight stay is required. Employee shall be reimbursed not later than ten (10) working days after submission of completed expense form and attached itemized receipts. See Board Policy and Administration Regulation 3350 regarding criteria for claiming per diem meal expenses.~~

Previously-signed tentative agreements on Preamble, Article 6, Article 9, Article 13, Article 16, Article 17, Article 19, Article 22 are attached and are incorporated into this Tentative Agreement by this reference.


This Tentative Agreement closes bargaining between the parties on a Successor Agreement, 2022-2025, and closes bargaining for the 2022-2023 school year. The parties will initiate re-opener negotiations for the 2023-2024 and 2024-2025 school years in accordance with the provisions of Article 26 of the collective bargaining agreement.

For the District:



Date: 9/29/22

For CSEA:



Date: 9/29/2022

Board Approval Date: 10/19/2022

TENTATIVE AGREEMENT
between the
Lakeside Union School District
and the
California School Employees Association
and its
Lakeside Chapter # 240

September 1, 2022, 11:30 a.m.

PREAMBLE

This agreement between the LAKESIDE UNION SCHOOL DISTRICT (hereinafter "DISTRICT"), and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its LAKESIDE CHAPTER No. 240 (hereinafter "CSEA"), is effective from July 1, ~~2019~~ **2022** through June 30, ~~2022~~ **2025**.

Article 26: Negotiations

26.1 Reopener Clause: During the ~~2020-2021~~ **2023-2024** and ~~2021-2022~~ **2024-2025** school years, Article 10 (Salaries) and Article 12 (Employee Benefits) shall reopen automatically provided that either party submits an initial proposal to the Governing Board no later than May 1, ~~2020~~, **2023** for the ~~2020-2021~~ **2023-2024** school year, and May 1, ~~2021~~ **2024**, for the **2024-2025** school year. Such initial proposal may also reopen two new or existing articles of each party's choice. Negotiations shall commence under this section upon fulfillment of the public notice requirements of the EERA. The terms and conditions of this Agreement shall remain in full force and effect during such negotiations.

ARTICLE 30: LENGTH OF AGREEMENT

This Agreement shall be effective for three years up to and including June 30, ~~2022~~ **2025**

For CSEA

For Lakeside Union School District

9/1/2022

TENTATIVE AGREEMENT
between the
Lakeside Union School District
and the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022, 11:50 a.m.

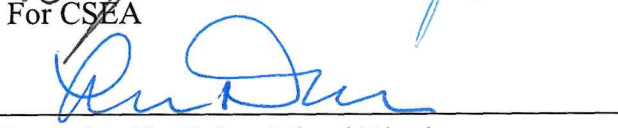
ARTICLE 6: ASSOCIATION RIGHTS

6.2 Distribution of Contract: Within thirty (30) days of the execution of this contract, the District shall publish this contract to its website. Within thirty (30) days of final ratification of any written changes to this agreement, the District shall publish such amendment to its website. During the life of this agreement and upon written request by an employee in the bargaining unit, the District shall provide to such employee one (1) printed copy of this agreement, without charge, with a copy of any amendment(s) to this agreement. The District will provide one (1) printed copy for each department site rep or designee.

~~print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided with a copy of this agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District, without charge, with a copy of any written changes agreed to by the parties to this agreement during the life of this agreement.~~



For CSEA



For Lakeside Union School District

Date:

Board Date:

9/1/2022
10/13/2022

TENTATIVE AGREEMENT
between the
Lakeside Union School District
and the
California School Employees Association
and its
Lakeside Chapter # 240

September 1, 2022, 12 p.m.

Article 6 Association Rights


6.4 New Employee Orientations (NEO)

- 6.4.1** The District shall provide the CSEA with access to scheduled orientation meetings for new employees to finalize new hire paperwork and shall provide the CSEA President with at least 10 days' advance notice of such orientation meetings, except that shorter notice may be provided when there is an urgent need critical to the District's operations that was not reasonably foreseeable. Whenever possible, the District shall include the following information about new hires when notifying CSEA of such orientation meetings; name, date of hire, classification and work site.
- 6.4.2** The District shall hold orientation meetings for new employees scheduled by the District to take place at a pre established time on one afternoon per week as needed, except that such orientation meetings may occur more frequently or at other times/days when there is an urgent need critical to the District's operations that was not reasonably foreseeable. The District shall inform the CSEA President or designee of the pre-established time and day that such weekly new employee orientations shall normally take place, and shall also inform the CSEA President or designee when there is an urgent need to schedule such orientations at a different time/day.
- 6.4.3** The CSEA shall be granted thirty (30) minutes of uninterrupted time at the end of scheduled orientation meetings to communicate with new employees hired to fill bargaining unit positions. Non-bargaining unit District employees or managers/supervisors shall not be present during this thirty (30) minute period.
- 6.4.4** The District will include a CSEA-provided membership application in any employee orientation packet of District materials provided to any newly hired employee. A copy of completed membership applications received by the District will be provided to the CSEA Chapter President or designee.
- 6.4.5** The parties acknowledge and agree that employee participation shall be voluntary. The District shall not be required to pay wages to any employee who voluntarily

attends any such orientation sessions.

6.4.6 CSEA will be able to schedule an in-person meeting at the worksite during employment hours if the district has not conducted an in-person new employee orientation within 30 days of the ~~hire the newly hired employee's start date~~. All newly hired employees will be relieved of their work duties in order to attend ~~all New Employee Orientation (NEO)~~ the NEO meeting. During the meeting, CSEA is allowed to communicate with the newly hired employees for ~~a minimum of~~ up to 30 minutes on paid time. The district will provide appropriate onsite meeting space within seven calendar days of receiving a request from ~~the exclusive bargaining representative~~ CSEA.


For CSEA


For Lakeside Union School District

Date: 9/11/2022

Board Date: 10/13/2022

**Lakeside Union School District
to the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022
Proposal #7**

ARTICLE 22: CLASSIFICATION AND RECLASSIFICATION

Remove:

~~MODIFICATION TO THE RECLASSIFICATION PROCESS FOR 2020-2021 ONLY~~

~~The parties agree that notwithstanding the language in Article 22.2, for 2020-2021 only, the parties shall confer and agree upon a consultant/company retained to review reclassification requests processed pursuant to 22.1.~~

~~In the event the parties have not reached an agreement with respect to the 2020-2021 reclassification consultant by August 1, 2020, the District shall identify at least two (2) final proposed consultants and send them to the CSEA. Within ten (10) District office business days of receiving the District's final proposed consultants, CSEA shall inform the District which of the District's final proposed consultants it selects for the 2020-2021 reclassification requests. In the event CSEA fails to respond within ten (10) District office business days of the District sending its final proposed consultants, the District shall select and retain one of the final proposed consultants to review 2020-2021 reclassification requests processed pursuant to 22.1.~~

[No additional changes to Article 22]



For CSEA



For Lakeside Union School District

Date: 9/1/2022

Board Date: 10/13/2022

TENTATIVE AGREEMENT
Between the
Lakeside Union School District
and the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022, 12 pm

ARTICLE 17: LEAVES OF ABSENCE

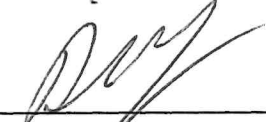
17.3.2 Attendance of the funeral of a friend, or of a relative not specified in the bereavement section of this article. Such absence shall be limited on one (1) day under the provisions of this policy. Approval should be secured from the ~~Building Principal or an Assistant Superintendent~~ **Supervising Administrator** prior to the leave.

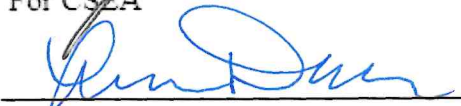
17.3.3 Graduation or Special Ceremony. Attendance at a special ceremony or graduation at which the unit member or a member of the unit member's immediate family is the recipient of a degree, commendation, or special award. At least seven (7) days advance notice should be given to the ~~Building Principal or an Assistant Superintendent~~ **Supervising Administrator** prior to the actual date of absence.

17.3.4 Other Personal Necessity Leave. Leave for other personal necessities may be granted by the Superintendent or his **his/her** designee. The criteria used to approve such leave will be that the reasons for the leave are beyond the immediate control of the employee and compel the unit member's presence or participation. The reason for the personal necessity leave must be specified in the request in order that a determination can be made that the nature of the leave compels an individual to be absent from assigned duties and is something more than a personal convenience to the employee or a situation created by the choice of the employee. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

17.6.2 Attendance at or participation in observance of religious holidays. Absences for this purpose shall not exceed three (3) days in any fiscal year. At least seven (7) days advance notice should be given to the ~~building principal or an assistant superintendent~~ **Supervising Administrator** prior to actual dates of absences.

[No additional changes to Article 17]


For CSEA


For Lakeside Union School District

Date:

9/1/2022

TENTATIVE AGREEMENT
Between the
Lakeside Union School District
and the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022

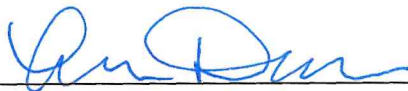
ARTICLE 19: VACATIONS

19.13.3 No later than June 1, submit a request to be paid out up to a maximum of seven (7) days of earned vacation with their final pay warrant for the fiscal year June pay. If no ~~timely~~ request to be paid out is received by the District on June 1st, 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.

[No additional changes to Article 19.]



For CSEA



For Lakeside Union School District



Date: 9/1/2022
Board Date: 10/13/2022

TENTATIVE AGREEMENT
between the
Lakeside Union School District
and teh
California School Employees Association
and its
Lakeside Chapter # 240

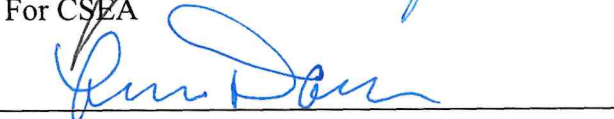
September 1 2022, 12 p.m.

Article 16: Transfers

16.1 Transfer of an employee from one position to another position not involving a change of classification may be made by the Superintendent of the District or designee, when the need arises, for the efficient operation of the District, as defined by the District. A unit member affected by such transfer shall be given notice at least seven (7) ~~calendar~~ **working** days before the date upon which the transfer is effective.

For CSEA



For Lakeside Union School District

Date: 9/1/2022

Board Date: 10/13/202

TENTATIVE AGREEMENT
Between the
Lakeside Union School District
And the
California School Employees Association and its Chapter 240
September 29, 2022

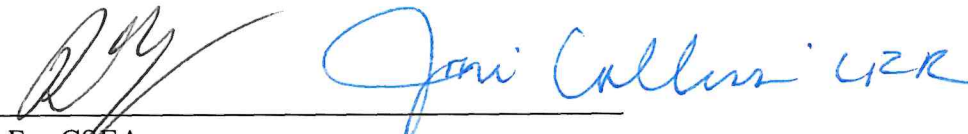
ARTICLE 13: EMPLOYEE EXPENSES AND MATERIALS

13.2.1

Notwithstanding Section 12.2, if an employee in the bargaining unit provides personal tools or equipment for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss or damage or for the replacement cost of the tools resulting from normal wear and tear providing the District authorizes in writing that any personal tools or equipment may be brought by the employee to use for district purposes.

13.4 Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of ~~any~~ equipment or gear to insure the safety of the employee or others, the District agrees to furnish or if not available, to purchase equipment or gear, or to reimburse the employee for the full cost of ~~procuring such~~ the purchase. Employee must receive prior approval in writing from supervisor authorizing the purchase. Employees shall be required to comply with all safety regulations.

[No additional changes to Article 13]



For CSEA



For Lakeside Union School District

Date: 9/29/2022
Board Date: 10/13/2022

TENTATIVE AGREEMENT

Lakeside Union School District
between the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022

ARTICLE 9: DUTY HOURS

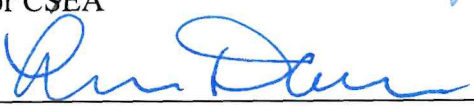
Update Articles 9.17 and 9.18 to reflect the regular academic school year.

9.19 Special Trip Assignment: Special trip assignments shall be distributed by seniority and rotated among bus drivers in the bargaining unit. ~~Special Education field trips requiring special equipment, i.e., wheelchair, will be assigned to Special Ed. buses. Field trips not requiring special equipment will be assigned to big buses.~~ The drivers shall rotate to the bottom of the special trips list when he/she accepts or rejects the special trip assignment.

[No additional changes to Article 9.]



For CSEA



For Lakeside Union School District

Date:

Board Date

9/1/2022

10/13/2022