

REVISED

August 13, 2021

**TENTATIVE AGREEMENT**  
between the  
**LODI UNIFIED SCHOOL DISTRICT**  
and  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
and its **Lodi Chapter #77**  
(Successor Agreement)

The Lodi Unified School District ("District") and the California School Employees Association, and its Lodi Chapter #77 ("CSEA" or "Association") are parties to a collective bargaining agreement which expired June 30, 2020. The parties are bargaining for a successor agreement.

**I. FINANCIAL OFFER**

**A. 2019/2020 School Year**

Effective July 1, 2019, the salary schedule shall be increased by three point two-six percent (3.26%) on-going. No employee shall be paid less than minimum wage. This shall include all members who provided service during the 2019/2020 school year.

*i. 3.26 % retroactive payments will be made to all unit members based upon their earnings for 2019/2020 and 2020/2021 and through the date of ratification and payroll updates.*

If ratified by CSEA and approved by the Board of Education by September 7, 2021, payment will be made no later than September 30, 2021.

**B. 2020/2021 School Year**

There shall be no increase to the salary schedule for 2020/2021.

**II. CONTRACT LANGUAGE**

Article		Attachment	Comment
No.	Title		
VI	Hours and Overtime	A	See Attached
VIII	Pay and Allowances		See I above
X	Health and Welfare Benefits		No Changes
#3	Addendum: Health and Welfare Benefits (Active Employees)		No Changes
XXV	Effect of Agreement	B	See Attached

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**III. HEALTH AND WELFARE PILOT PROGRAM MOU**

The parties have also agreed on a Pilot Program which is separate from the collective bargaining agreement as outlined in the revised Health & Welfare Memorandum of Understanding in Attachment C which will expire on December 31, 2024

**IV. CLOSURE**

This Proposal will fully and finally resolve all bargaining through June 30, 2021.

FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, and its  
Chapter #77

By: *Diane Ullrich*

Date: 8/13/2021

FOR THE LODI UNIFIED  
SCHOOL DISTRICT

By: *Michelle M. Kelly*

Date: August 13, 2021

*Except as set forth below, the District proposes that the Article remain unchanged.*

**VII. HOURS AND OVERTIME**

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**F. Rest Periods**

Employees shall receive a fifteen (15) minute rest period in each four (4) hour working period. The immediate supervisor shall determine when the rest period is to be taken and the number of employees to be off at any one time. Each employee is expected to use this period for relaxation. This period is not to be used to lengthen the lunch period, shorten the workday, or make up for lost time.

*Unit members who are denied the use of any break and/or lunch period will submit a timecard to be compensated for the time worked in addition to their normal schedule. This paragraph is intended to convey basic statutory rights.*

The District will endeavor to make available at each work site adequate lunchroom and lavatory facilities for classified employees.

**G. Overtime (Revised 2001-02)**

**1. For Full-Time Employees**

- a. Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week. Overtime hours shall be compensated at the rate of pay equal to one and one-half (1 ½) the regular rate of pay for the employee.
- b. All hours worked on the seventh consecutive day of work for full time employees shall be compensated at double the regular rate of pay.

**2. For Less Than Full-Time Employees**

- a. The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth day worked following the commencement of the workweek at the rate equal to one and one-half (1 ½) the regular rate of pay of the employee designated and authorized to perform the work.

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- b. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day worked following the commencement of his workweek, be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the employee designated and authorized to perform the work.

3. Time for Payment (Revised 2013)

The employee shall be compensated for the overtime in the next practicable payroll.

H. Rotating Overtime (Added 2001-02)

I. General Provisions

a. Qualified Employees

Permanent employees in the following classifications shall be permitted to sign up for assignment of pre-scheduled overtime (see I.1.b. below):

<u>Cafeteria Assistant I and II</u>	Lead Custodian
<u>Cafeteria Manager I and II</u>	Lead Groundskeeper
Campus Security	Lead Heating & Air-Conditioning Tech
Carpenter	Lead Painter
Custodian	Locksmith
Electrician	<u>Locksmith Specialist</u>
Glazier	Maintenance I, II, and III
Groundskeeper	Mechanic <u>I, II, and III</u>
Head Custodian	Painter
Heating and Air-Conditioning Tech	Plumber
Lead Carpenter	Pool Maintenance Worker
	Utility Worker

b. Initial Placement on the List

(1) Separate lists shall be maintained for:

(a) District-based Maintenance and Operations employees;

(b) Custodians/Utility Workers/Campus Security (which shall be further divided by site).

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(2) Interested employees in one of the above referenced classifications shall be placed on the appropriate overtime list in the following manner:

(a) Permanent employees were initially placed on the appropriate list in order of seniority.

(b) Permanent employees that sign up after a list is in existence shall be placed at the bottom of the appropriate list currently in rotation. Placement will not necessarily be in order of seniority.

c. Type of Overtime Assignments

(1) This sub-Article applies to pre-scheduled overtime with the exception of Cafeteria Assistant I and II and Cafeteria Manager I and II overtime.

(2) In the case of Maintenance and Operation employees, it applies only to unskilled labor assignments (e.g., set up for graduation or school site transfers between tracks).

(3) It specifically does not include, for any employee, overtime which is an incidental extension of a normal work day.

d. There shall be no trading of overtime assignments.

e. In the absence of qualified volunteers, the District retains the right to assign overtime.

f. A record of all overtime assignments will be maintained for twelve (12) months for reference.

2. Assignments from the List

a. Rotation of the List

(1) An employee who accepts an overtime assignment shall be rotated to the bottom of the list.

(2) An employee who accepts an overtime assignment, and then is subsequently unavailable, shall be rotated to the bottom of the list.

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- (3) An employee who refuses an overtime assignment, which has been offered at least three (3) calendar days in advance, shall be rotated to the bottom of the list.
- (4) An employee who must refuse an overtime assignment due to a subpoena, jury duty, or other verified school-related business, shall not be rotated to the bottom of the list.

b. Unskilled Labor and Moving Assignments

Unskilled labor assignments shall be offered first to employees on the Maintenance I and II list and second to employees on the "All Other Employees" list.

c. Assignments On an Emergency Basis

When overtime is necessary on an emergency basis, the District shall assign any employee it deems appropriate regardless of the nature of the work required.

d. Food Service Assignments

When overtime or extra hours are available at the end of the shift, that overtime or extra hours assignment shall be offered first to the employee on the overtime list for that shift.

3. Cancelled Assignments

When an overtime assignment has been accepted, and then cancelled by the District, the supervisor will attempt to give that employee a replacement. The attempt will be made during the period between the cancellation and when the employee's name next rotates to the top of the list. The replacement, if available, will come from a short-notice task and may not be equal in hours to the cancelled assignment. Only one replacement assignment will be made.

4. Removal from List

An employee's name shall be removed from the list for a period of six months if he/she:

- Unreasonably refuses offered assignments; or
- Fails to report to a scheduled assignment without proper cause; or

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- Unsatisfactory performance, which shall have been identified for the employee on at least one prior occasion, while on the overtime assignment.

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**O. Extended School Year**

1. No Change
2. No Change
3. An employee of the bargaining unit shall receive, on a prorated basis, for services performed during the extended year not less than the compensation and benefits which are applicable to that classification during the regular academic year. *As required by statute, unit members are entitled to the following benefits: CalPERS, Vacation, Holidays, and Sick Leave credits*

**Note:** The District revised this section on 6/7/21 when it became clear that there was no consensus on the meaning of the language.

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**XXV. EFFECT OF AGREEMENT (Revised 1996-97/1999-00/2004-05/2007-08/2011-12)**

Subject matter covered by this Agreement shall prevail over the same subject matter covered by District policies and procedures.

**A. Term**

The term of this Agreement shall be from ~~July 1, 2017 to June 30, 2020~~ July 1, 2020 to June 30, 2023.

**B. Reopeners**

1. This shall fully and finally resolve all bargaining through the ~~2017-2018, 2020, 2021~~ school year.
2. Reopeners in the ~~2018-2019 and 2019-2020~~ 2021/2022, and 2022/2023 school years shall be:
  - a. Article VIII – Pay and Allowances;
  - b. Article X – Health and Welfare Benefits;
  - c. Two (2) Articles per party.
  - d. In addition, any article by mutual agreement.

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**REVISED PILOT PROGRAM**  
**Supplemental Pooling for the Health Benefits Cap**

This Pilot Program is by and between the Lodi Unified School District and the California School Employees Association and its Chapter #77.

~~This Pilot Program shall be in effect for the 2019, 2020 and 2021 plan years.~~

~~2. Currently employees who are married or domestic partners, as defined by California Law, are not permitted to combine their District provided Health Benefit CAP to apply to one premium. Effective for the 2019 plan year this shall be permitted.~~

- a. This provision shall be subject to the terms and conditions of the CBA.
- b. Absent direction from the unit members, any payroll deduction shall be made from the spouse or domestic partner with the higher total annual income.
- c. The District will deduct from eight (8) Hour Employees subject to this provision, who apply their cap to their spouse or domestic partners Health benefit CAP, the amount needed to cover the cost of the mandatory Dental and Vision Plan.

The Association shall receive a pool of funds for active unit members on an annual basis as follows:

- a. First, the District will identify unused unrestricted funds budgeted for the Health Benefit CAPs (medical, dental and vision) of eligible FTE's in the previous school year. This data will be taken from the Unaudited Actuals which are typically approved by the Board at the first meeting in September.
- b. Next, a ten percent (10%) allowance will be deducted for unforeseen changes within the unit.
- c. Then, the ACA penalty paid by the District in the previous year will be deducted.

EXAMPLE	Pilot Program Description	Pilot Item #
\$2,219,766.12	Prior Year Unused Unrestricted CAP Dollars	32.a
\$221,976.61	10% Allowance for Unforeseen Changes	32.b
\$168,956.08	ACA Penalty Paid in Previous Fiscal Year	32.c
\$1,828,833.43	CSEA "Supplemental Pool" for Current Plan Year	32.d

d. The sum of 32.a. through 32.c. above shall constitute the "Supplemental Pool" (32.d). The CSEA Negotiations Committee shall determine how to allot the Supplemental Pool to unit members eligible for a Health Benefit CAP:

- 1) To supplement the Health Benefit CAP; and/or
- 2) To provide unit members with in lieu money. To be eligible for in lieu money, a unit member must provide proper verification of medical insurance (e.g. ACA, Medicare or comparable coverage).

4. A unit member taking medical benefits cannot also take cash in lieu. CSEA must treat classes of similarly situated unit members the same (e.g. single, family, in lieu). A unit member who enrolls in dental and vision insurance shall not be excluded from in lieu money.

5. This process does not apply to retiree benefits.

6. Either Party may cancel this program for the following school year by providing written notice to the other not later than March 1st. Unless the Parties agree to extend this Revised Pilot Program, it shall sunset on December 31, 2024.

*Handwritten initials:*  
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1001 UNIFIED SCHOOL DISTRICT  
CSEA SALARY SCHEDULE  
2019-2020

Classification Range	A	B	C	D	E
	HR	HR	HR	HR	HR
21	12.72	13.56	14.02	14.74	15.47
22	13.02	13.66	14.31	15.06	15.81
23	13.37	13.98	14.68	15.43	16.21
24	13.70	14.29	15.02	15.78	16.56
25	14.04	14.63	15.37	16.14	16.94
26	14.27	14.97	15.73	16.52	17.34
27	14.58	15.30	16.07	16.88	17.73
28	14.92	15.65	16.45	17.27	18.14
29	15.25	15.99	16.82	17.66	18.55
30	15.60	16.38	17.20	18.05	18.98
31	15.96	16.78	17.61	18.47	19.41
32	16.34	17.16	18.02	18.93	19.88
33	16.72	17.56	18.44	19.35	20.30
34	17.09	17.96	18.83	19.78	20.78
35	17.47	18.35	19.25	20.24	21.25
36	17.91	18.78	19.72	20.71	21.73
37	18.31	19.20	20.18	21.18	22.25
38	18.71	19.66	20.63	21.67	22.76
39	19.10	20.10	21.12	22.18	23.31
40	19.61	20.55	21.63	22.71	23.83
41	20.04	21.08	22.12	23.22	24.38
42	20.53	21.54	22.62	23.76	24.94
43	21.01	22.06	23.14	24.34	25.56
44	21.50	22.56	23.66	24.89	26.11
45	21.97	23.07	24.25	25.47	26.72
46	22.50	23.62	24.79	26.04	27.34
47	23.00	24.14	25.38	26.63	27.96
48	23.52	24.69	25.97	27.25	28.60
49	24.06	25.27	26.58	27.84	29.27
50	24.63	25.85	27.18	28.52	29.98
51	25.21	26.43	27.78	29.16	30.63
52	25.76	27.05	28.42	29.82	31.32
53	26.35	27.68	29.05	30.51	32.06
54	26.96	28.32	29.72	31.22	32.79
55	27.59	28.97	30.42	31.92	33.51
56	28.23	29.61	31.10	32.65	34.30
57	28.88	30.32	31.84	33.41	35.08
58	29.52	31.01	32.55	34.18	35.89
59	29.99	31.73	33.32	34.99	36.74
60	30.94	32.44	34.08	35.78	37.58
61	31.62	33.21	34.86	36.60	38.41
62	32.33	33.95	35.67	37.43	39.32
63	33.08	34.74	36.51	38.30	40.22
64	33.85	35.53	37.33	39.17	41.15
65	34.61	36.36	38.20	40.06	42.10

LONGEVITY	
Longevity is calculated on Step 1 of the employee's base salary schedule placement.	
After the Completion of 5 years	L5 0.50%
After the Completion of 6 years	L8 3.52%
After the Completion of 12 years	L12 6.62%
After the Completion of 16 years	L16 9.82%
After the Completion of 20 years	L20 13.11%
After the Completion of 25 years	L25 14.24%

PROFESSIONAL GROWTH	
Each Professional Growth award is equal to two percent (2.0%) of the employee's current base salary schedule placement.	
Level 1	2.0% of current base salary schedule placement
Level 2	4.0% of current base salary schedule placement
Level 3	6.0% of current base salary schedule placement
Level 4	8.0% of current base salary schedule placement
Level 5	10.0% of current base salary schedule placement

The salary depicted may be below the State or Federal required Minimum Wage, no employees will receive less than the State or Federal required Minimum Wage.

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