

Tentative Agreement
Between
California School Employees Association and It's Lincoln Chapter # 282
and
Lincoln Unified School District

Current contract with the exception of:

**ARTICLE VI
WAGES**

1. Effective July 1, 2022~~3~~, ~~the 2021-22~~ 2022-23 base salary schedule shall be increased by ~~7.00%~~ 8.22% (pro-rated for part-time employees and unpaid leave periods). Only employees in paid status on the date of Board ratification shall be paid this increase. In addition, ~~a 5%~~ 2.0% one-time, off-the-salary schedule payment shall be provided to all in service and active employees (pro-rated for part-time employees and unpaid leave periods) upon completion of annual ~~2022-23~~ 2023-24 work calendar payable on or before the end of June ~~2023~~2024.

**ARTICLE VII
HEALTH AND WELFARE**

1. Effective ~~November 1, 2022~~, July 1, 2024, the District will provide all bargaining unit members with up to ~~\$900~~ \$1000 per month of aggregate health and welfare insurance coverage through the California Valued Trust (CVT). Any cost over the ~~\$900~~ \$1000 per month will be collected as a payroll deduction. If the cost is below ~~\$900~~ \$1000 per month, this savings will be retained by the District. The ~~\$900~~ \$1000 per month cap will be prorated for eligible part-time employees. This aggregate coverage will include the following:
 - a. Medical insurance coverage options for employees and dependents.
 - b. Vision care plan for employees and dependents.
 - c. Composite dental plan coverage for employees and dependents.
 - d. The employee Assistance Program for employees and dependents.
 - e. A \$60,000 Life insurance policy – Employee only, prorated for employees 70 or older.
 - f. The District and CSEA will provided Section 125 and 457 plans for classified employees as long as plans are available that are no cost to the District.

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**ARTICLE IX
HOLIDAYS**

SECITON 1: OFFICIAL HOLIDAYS

1. The District agrees to provide all classified bargaining unit members with the following paid holidays:
 - a. Independence Day
 - b. Labor Day
 - c. Veterans Day
 - d. Thanksgiving
 - e. Christmas Day
 - f. New Year's Day
 - g. Martin Luther King Jr. Day
 - h. Lincoln's Day
 - i. Washington's Day
 - j. Memorial Day
 - k. **Juneteeth**
2. If any of the above holidays fall upon a Sunday, the following Monday shall become a holiday. If a holiday falls upon a Saturday, the prior Friday shall become a holiday.
3. All classified bargaining unit members are also entitled to such holidays declared by the President or Governor, unless it is a special or limited holiday.
4. If a bargaining unit member is required to work on a holiday, he/she shall be paid the appropriate rate of pay for the time worked in addition to the compensation for the holiday which is incorporated in the monthly pay warrant.
5. ~~The parties agree to hold the Juneteenth holiday issue in abeyance until such time as the current pending lawsuit is complete in the courts.~~

**ARTICLE XXVII
PROBATIONARY PERIOD**

1. All classified bargaining unit employees shall serve a probationary period of six (6) months provided such employee has not previously completed probation in that job class. If an employee has had a break in service such employee shall serve the six (6) month probationary period. (The only exceptions are employees who have been placed on the 39-month re-employment list and return to work within 39 months, or employees who have been reinstated by the Board of Trustees within 39 months.)

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~~2. The probationary period defined in section 1 above may be extended by the District for individual bargaining unit members for up to an additional 6 months if the District notifies the unit member, the Association President, and the Chief Job Steward of this fact prior to the expiration of the original six-month probationary period. The District shall only have the authority to extend up to ten bargaining unit member's probationary period in any fiscal year.~~

3. The probationary period for classified employees who have accepted a promotion into a new position shall be three (3) months if all of the following conditions are met:
- a. Probation has been completed in their most recent district position,
 - b. The classified employee has held this previous position for at least one (1) year and is in "good standing", meaning that no written disciplinary action has been taken against the employee during the time in their previous position or is pending.

If these conditions are not met, the employee's probationary period in the promoted position will be six (6) months.

An employee who qualifies for an initial three (3) month probationary period defined in section 2 above may be extended by the District for individual bargaining unit members for up to an additional 3 months if the District notifies the unit member, the Association President, and the Chief Job Steward of this fact prior to the expiration of the original three-month probationary period. The District shall only have the authority to extend up to ten bargaining unit member's probationary period in any fiscal year pursuant to this provision.

~~4. The following retreat right options are available only to employees in good standing who have held permanent position(s) in the district of six hours or more for a period of five or more years who make a written request to the Associate Superintendent of Human Resources consistent with the terms and conditions set forth below. Furthermore, the following options are only available to probationary employees who have resigned their permanent positions to accept a promotion to a six or more hour per day position of a higher job class. All other employees have no retreat rights.~~

- ~~a. For purpose of this section only, "good standing" means that no written disciplinary action has been taken against the employee during the six-month probationary period or is pending.~~
- ~~b. The employee may only return to his/her previous position within the first 3 months of starting his/her new probationary position.~~
- ~~c. The employee may only return to his/her previous position if a position of the same or lesser hours is vacant. If a vacant position is not available, the employee will be placed on a priority rehire list in seniority order for two years for a position in the same job class of the same or lesser hours. Employees on the layoff list and the 39-month reemployment list will be rehired before the employee on the priority rehire list. The employee will be unpaid status while he/she is on the priority rehire list.~~

Employees will have retreat rights pursuant to a position from which they have been promoted from pursuant to Education Code section 45113(a)

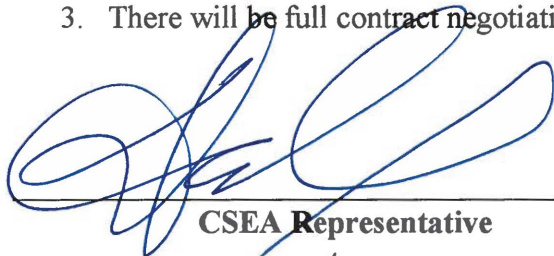
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5. If the district offers the employee a position of the same or less hours as his/her former permanent position and the employee declines the position or does not return to work within 30 calendar days, the employee shall be deemed to have tendered his/her resignation from the district and the employee will be removed from the priority rehire list.
6. If the district offers an employee a position of lesser hours, the employee may accept the position and remain on the priority rehire list for a position of the same hours, or the employee may decline the lesser hour position and remain on the priority rehire list for a position of the same hours.
 - a. After the employee completes three months in the new probationary position, the employee has no retreat rights to any position or the option to move to the priority rehire list.
 - b. This section of the agreement is effective upon date of board ratification. No employee who was released from a position prior to the date of ratification shall have any rights provided by this section of the agreement.
7. A bargaining unit member who is promoted into a management, confidential, certificated or supervisory position shall have retreat rights back to a bargaining unit position under the same terms and conditions established in this article.

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**ARTICLE XXX
EFFECTS OF AGREEMENT**

1. This current Agreement effective ~~July 1, 2022~~ July 1, 2023 shall remain in full force and in effect through June 30, ~~2023~~ 2026. Negotiations for ~~2022-23~~ 2023-24 are complete.
2. There will be reopeners for the 2024-25 school year. Reopeners shall consist of two (2) non-monetary articles selected by CSEA and two (2) non-monetary articles selected by the District. Additionally, the parties agree to reopen the Wages and Health and Welfare articles.
3. There will be full contract negotiations for the ~~2023-24~~ 2026-27 school year.



CSEA Representative

10/27/23

Date



District Representative

10/27/23

Date



CSEA Labor Relations Rep

October 27, 2023

Date