AGREEMENT

BETWEEN THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter 282

and the

LINCOLN UNIFIED SCHOOL DISTRICT

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AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding agreement hereinafter referred to as the "Agreement" by and between the Lincoln Unified School District, hereinafter referred to as the "District," and the California School Employees Association and its Lincoln Chapter No. 282, hereinafter referred to as the "CSEA." This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

ARTICLE I
RECOGNITION

The District recognizes CSEA as the exclusive representative for all full-time and part-time classified employees for the bargaining unit positions listed below:

Accompanist
Account Clerk I
Account Clerk III
Account Specialist
Accounting Technician
Accounting Technician - Leaves
Assistant Cook
Assistant Activities Director
Attendance Clerk
Bilingual Interpreter
Bus Driver
Campus Monitor
Campus Security Monitor
Campus Supervisor
Certified Computer Technician
Certified Occupational Therapy Assistant
Clerk Typist
Cook Manager I
Cook Manager II
Cook Manager III
Copy Center Operator Lead
Copy Center Operator
Custodian
Custodian Lead - LHS
Custodian - Day Lead
Custodian - Night Lead
Delivery Driver/ Warehouse Worker 9 month
Delivery Driver/ Warehouse Worker 12 month
District Computer Library Technician
District Office Receptionist
Early Childhood Paraprofessional
Food Service Worker
Grounds Worker I
Grounds Worker II
Grounds Worker - Lead
House Manager / Sound Engineer
Information Technology Secretary
Inventory Tech/Purch. Clerk
Lead Bus Driver
Library Aide
Library Assistant
Licensed Vocational Nurse
Maintenance Worker – Lead
Mechanic – Lead
Media Center Technician
Multilingual Center Assistant
Outreach Worker
Paraprofessional I
Paraprofessional II
Paraprofessional III
Paraprofessional IV
Parent Educator
Payroll Technician
Payroll Technician - Lead
Point of Sale Tech/ Eligibility Clerk
Pool Maintenance Custodian
Preschool - Child Care Instructor
Preschool Instructor – Lead
Preschool Instructor – Associate
Primary Language Assistant
Program Instructor
Public Safety / Transportation Dispatch 1
Registrar
School Safety Officer
School Safety Officer – Night Lead
School Safety Officer - Day Lead
Sign Language Interpreter
Site Supervisor – After School Program
Skilled Maintenance Worker I
Skilled Maintenance Worker II
Speech Language Pathologist Assistant
Staff Secretary
Student Transport Driver (non-bus)
Student Information Coordinator
Student Information Specialist
Student Information Specialist – Special Education
Systems Administrator
Systems Administrator I
Systems Administrator II
Transportation / Dispatch I

CSEA and District understand and agree that an employee's education code rights cannot be waived. The following positions are excluded from the bargaining unit:

Certificated employees
Management employees
Supervisory employees
Confidential employees
Substitute employees
Student employees
Short-term employees
Summer School employees, unless otherwise recognized as part of the bargaining unit

Lifeguards shall be designated as short-term employees.

Should CSEA or the District propose to change the designation of a classified bargaining unit position to confidential, supervisory, or management, the parties shall attempt to reach mutual agreement. If CSEA and the District cannot agree on bargaining unit placement, the disputed cases shall be submitted to PERB for resolution. Pending the decision of PERB, the decision of CSEA shall control for disputed positions that are currently part of the classified bargaining unit.

All newly created classified positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job description(s) describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. If CSEA and the District cannot agree on unit placement for newly created positions, the disputed cases shall be submitted to PERB for resolution. Pending the decision of PERB, the decision of the District shall control for disputed positions.

ARTICLE II
MANAGEMENT RIGHTS AND DISTRICT POWERS

1. It is understood and agreed that the District retains all of its rights, powers, privileges, functions, and authority to discharge its obligations to the full extent provided by law. Any of the rights, powers, privileges, functions or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, privileges, functions or authority are limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. The District retains all of its rights, powers, privileges, functions and authority to take action on any matter in the event of an emergency.

2. The District shall retain its right, powers, privileges, functions and authority to adopt policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith. Within a reasonable period the District shall amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

ARTICLE III
NON-DISCRIMINATION

1. The District and CSEA agree not to discriminate against an employee because of age, union activity, race, color, national origin, religion, ancestry, ethnic heritage, creed, sex, sexual orientation, marital status, political persuasion, pregnancy, physical infirmity and/ or disability, to the extent prohibited by federal or state law.

2. The District and CSEA agree that employees are entitled to a working environment that is free from harassment and discrimination.

ARTICLE IV
ORGANIZATIONAL SECURITY

A. AGENCY FEE PROVISION

1. The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

2. Accordingly, membership in the Association shall not be compulsory. A bargaining unit member has the right to choose to become a member of the Association, to pay to the Association an agency fee, or to refrain from either of the above courses of action upon the grounds set forth in section 4 below.

3. A bargaining unit member who does not fall within the exempted category set forth in Section 4 below or who has not voluntarily made application for membership in the Association within thirty (30) days of either the date upon which this Agreement is executed, or the date upon which the Association member has been employed by the district, whichever is later, shall become an agency fee payer and pay to CSEA an agency fee as established in SB 1960 through payroll deduction.

4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall be designated a religious objector by CSEA and shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of an agency fee, a sum equal to such agency fee to one of the following nonreligious, nonlabor, charitable organizations exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

    a. Any Student scholarship fund for District students
    b. Friends of Special Olympics
    c. Any other nonreligious, nonlabor charitable fund

5. The District will provide payroll deductions for Association members, agency fee payers, and religious objectors.

6. With respect to all sums deducted by the District pursuant to sections above whether for membership dues or agency fee, the District agrees to remit such money promptly to the

Association accompanied by an alphabetical list of unit members for whom such deductions have been made, indicating membership or non-membership in the Association.

7. CSEA agrees to pay to the District all reasonable legal fees, legal costs, damage awards, and/ or amounts of judgement against the District incurred in defending against any court action and/ or administrative action challenging the legality or constitutionality of this article or its implementation. CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

8. The parties agree to include Section A of the Article in the Agreement because of the passage of SB 1960 (Ch. 893, Stats 2000) and specifically the addition of section 3546 to the Government Code which imposes agency fee. Therefore, the parties agree that Section A of this Article shall terminate and be of no further effect on the effective date of the repeal of the law if such repeal eliminates the requirement that the employee join the Association or pay agency fee without District approval. Repeal as used in this paragraph includes action by the legislature to repeal Education Code Section 45061 and / or Government Code 3546 or any action by a court declaring Education Code Section 45061 and/ or Government Code Section 3546 wholly or partially invalid. The parties also agree to negotiate the effects of the repeal at a mutually agreed upon date and time.

B. DUES DEDUCTION

1. Upon appropriate written authorization from an employee, the District shall deduct official CSEA dues from the employee's monthly (or tenthly) pay and remit such dues to the designation CSEA agency.

2. Other payroll deductions for mutually approved programs shall be made by the District when authorized by the employees.

C. MAINTENANCE OF MEMBERSHIP

1. Members of CSEA on the date of signing shall be required to maintain such membership for the term of this Agreement as a condition of continued employment. Bargaining unit employees who join CSEA shall also be required to maintain such membership for the term of this Agreement as a condition of continue employment.

2. The District shall terminate an employee within 30 (thirty) days after receiving written notice from CSEA that a member has failed to pay dues as required by IV B.1. CSEA shall assume complete responsibility for any litigation that may arise from the enforcement of Article IV B.1. and B.2.

D. USE OF FACILITIES EQUIPMENT, AND SERVICES

1. CSEA shall have the right to use school building facilities provided that they are not otherwise in use, and provided that the site administrator has been notified in advance. CSEA shall complete a "Use of Facilities" form and comply with terms and conditions for organizational use of facilities.

2. CSEA shall have the right to make use of District facilities, equipment and buildings at reasonable hours as agreed to by the parties. Such equipment and facilities may be used for CSEA business only. CSEA shall reimburse the District for the use of consumable supplies at District Cost or provide its own.

3. In all sites in which bargaining unit members are assigned, CSEA shall have the right to post official CSEA business notices on a CSEA bulletin board. Adequate bulletin board space shall be provided at each work site in areas frequented by bargaining unit employees.

4. CSEA shall have the right to use the District mail services, mail boxes and e-mail to transmit official business communications to unit employees only and CSEA staff.

5. Materials posted on bulletin boards or transmitted through the school mail or e-mail on a unit wide basis shall not be in violation of law. A copy of all such materials distributed on a unit wide, department wide or school wide basis shall be transmitted to the Associate Superintendent of Human Resources at the same time materials are distributed to unit members.

E. CSEA REPRESENTATIVES

1. Authorized representatives of CSEA shall be permitted to transact official business of CSEA on school property at reasonable times. The authorized representative(s) shall check in at the school site office prior to carrying out his/her official business.

2. The CSEA President and designee may utilize a combined maximum of one hundred (100) hours annually of release time in the administration of this Agreement. Time used by the grievant shall be included. Only actual negotiation sessions with the District and meetings District officials have requested CSEA officials to attend shall be excluded from the 100-hour total.

3. CSEA shall have the right to designate the number and method of selection of Job Stewards. CSEA shall notify the District in writing of the names of the Job Stewards and the group they represent. If a change is made, the District shall be advised in writing of such change.

4. When possible, a limited number of bargaining unit members shall be allowed to have their duty hours rescheduled so that they may attend CSEA Chapter meetings. In the case of a contract ratification meeting, the District will attempt to reschedule as many duty hours as possible so long as this will not disrupt District operations. Rescheduling shall only be authorized by the immediate supervisor. A request by the employee to reschedule duty hours must be initiated at least two (2) working days in advance of the scheduled Chapter/Ratification meeting. In most instances, a limited number of employees will be allowed to adjust their lunch period to attend these meetings. If an employee's lunch period or duty hours are adjusted, the employee is still required to complete their entire assigned work hours without additional compensation.

5. Bargaining unit employees may request unpaid leave to take part in CSEA official business. The District reserves the right to limit unpaid leave periods to noncritical work periods and to limit these leaves to three employees at any one time.

F. NEGOTIATING SESSIONS

1. Negotiating sessions between CSEA representatives and the District representatives will be scheduled at times mutually agreed upon.

2. At District discretion, the District may require up to one-half of the negotiating session between CSEA representatives and the District representatives to be conducted outside duty hours. CSEA negotiation Team shall be provided release time to attend negotiating sessions scheduled during duty hours.

3. The District shall provide release time for five (5) members of CSEA to negotiate with the Board's representatives.

G. **EXCLUSIVE AGENT**

1. Upon request, the District shall transmit to the President and Chief Job Steward a list of all unit employees and their duty site no later than September 15 of each school year. Upon request, CSEA shall be notified of new hires and transfers and their duty sites during January, April and July.

2. Two copies of the Board agenda shall be transmitted to a designated CSEA representative. Authorized financial data shall be provided upon request.

3. The rights and privileges of CSEA and its representatives as set forth in this Agreement shall be granted only to CSEA as the exclusive agent of the employees in the bargaining unit.

4. The District agrees to print and distribute the signed agreement within sixty days of ratification. Copies of the agreement shall be made available at all work locations. The District agrees to provide all new employees with current copy of the signed agreement.

ARTICLE V
HOURS

A. ASSIGNED HOURS

1. Effective for the 2013-2014 school year; all furlough days will be eliminated.

2. Except as provided in Section A.2. below, the maximum number of hours of regular employment of an employee is eight (8) hours per day and forty (40) hours a week. However, the District may employ persons for lesser periods of time and may authorize employees to work additional hours. The work week shall consist of five consecutive working days. When employed, the employee will be notified of the hours and days of the week assigned to the position by the District, and the shift hours for the employee as scheduled by the District.

3. The District may establish a ten (10) hour per day, forty (40) hour per week work week as established in Education Code Section 45132, provided the establishment of such a work week has the concurrence of the concerned employee(s). The District shall provide CSEA with written notification prior to the implementation of any change in the work week.

4. All bargaining unit employees who work five (5) hours or more daily shall be assigned an uninterrupted meal period of at least thirty (30) minutes to a maximum of sixty (60) minutes, outside the paid work schedule.

5. All bargaining unit employees shall be assigned a fifteen (15) minute rest period for each four (4) consecutive hours of service during each workday. The District will not make a change in the rest periods of any employee hired prior to October 14, 2004, without employee consent. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee. Supervisors shall designate the location of the rest period for each employee in their department.

6. Any employee in the bargaining unit who is required to work consistently thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, in order to acquire the additional wages and fringe benefits on a proper pro-rated basis, effective with the next pay period. Time worked in a substitute capacity, in a position outside of the employee's job title, or in a vacant posted position (within the first 60 days of posting) shall be excluded from the 20 consecutive working day provision for purposes of gaining longer work hours.

B. OVERTIME

1. A full-time employee shall be paid time and one-half (1-1/2 X) for hours worked in excess of eight (8) hours and double time (2 X) for hours in excess of twelve (12) hours on a regularly scheduled workday.

2. A part-time employee shall be paid time and one-half (1-1/2 X) for hours worked in excess of twenty (20) when required to work on the sixth (6th) consecutive day. Any employee working on the seventh (7th) consecutive day shall be paid overtime at time and one-half (1-1/2 X).

3. If an employee works on a seventh (7th) consecutive day, the employee shall be paid time and one-half (1-1/2 X) for hours worked regardless of the number of hours worked during the first six (6) consecutive days and double time (2 X) for work performed in excess of eight (8) hours on the seventh (7th) day.

4. The work week shall be defined as Monday through Sunday.

5. No employee shall work overtime unless they have received, in advance, the expressed permission of their supervisor to do so for each overtime occurrence. It is recognized that in an emergency situation an employee may need to work beyond the assigned work hours when the supervisor is not available to authorize overtime. In these rare instances, the employee shall notify their supervisor as soon as possible. No employee shall be disciplined for not working overtime when they could not contact their supervisor for prior approval.

6. All employees are required to submit overtime sheets to their immediate supervisor before the 10th of the month following the month overtime was earned.

7. All overtime to be performed shall be distributed and rotated as equally as practicable, recognizing that an employee with special skills or experience may be required for specific tasks.

8. Any employee shall have the right to refuse overtime except in emergency situations. The existence of an emergency situation shall be determined by the supervisor.

C. SHIFT HOURS

1. Regular shift hours for an employee being placed in a new or vacant position will be scheduled at the discretion of the District.

2. Once scheduled, a change in the regular shift hours for an employee holding a given position may be adjusted by 90 minutes or less to accommodate changes in program starting times. An adjustment of shift hours of more than 90 minutes may be accomplished with the agreement of the bargaining unit member and the District. Prior to implementation of a change of shift hours of

more than 90 minutes, the District will notify CSEA in writing. This section shall not apply to bus drivers.

D. ON-CALL TIME/ STAND-BY TIME

1. Any employee who is regularly required to answer a pager call or telephone call during non-scheduled work periods will be paid a daily stipend of $20 per day for the inconvenience of answering calls. This stipend will only be paid on days the employee is assigned by their supervisor to be on call. Any employee shall have the right to refuse stand-by or on-call time assignments, except during an emergency situation.

E. CALL-BACK TIME

1. When an employee is required to report to a work site on an emergency "call back" assignment during a non-scheduled work period, the employee shall be paid for work performed to the next highest whole hour plus one (1) hour at the appropriate overtime rate or at a minimum of one and one-half time (1-1/2 X) the regular rate. No employee should continue to work after an initial call back on any task which can be completed during regular work hours. Clarification language: If during this time frame, another "call back" call is received, the employee will receive the additional compensation only if the work required exceeds the two hour time frame of the first "call back".

Examples:

a. Up to one (1) hour work = two (2) hours overtime pay.
b. Work in excess of one (1) hour and up to two (2) hours = three (3) hours overtime pay.

F. COMPENSATORY TIME

1. The district discourages the granting of compensatory time off, but site administrators may approve compensatory time off when the practice will not materially affect District or site operations. If compensatory time off is approved, this time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked. If compensatory time is not taken by the twelfth month, the employee shall be paid at the appropriate rate of pay. The district will comply with all wage and hour laws and regulations to compensation time.

2. Compensatory time shall be taken at a time mutually acceptable to the employee and the District. Compensation time shall be equal in value to overtime compensation in lieu of overtime.

3. If compensatory time is approved, an employee may accumulate up to 240 hours of compensatory time off.

4. All reports of "compensation time off" shall be submitted by employees on a monthly basis to their supervisor. This report must be submitted by the 10th of each month. This report must be signed by the employee and the supervisor who authorized the compensation time off.

G. SCHOOL CALENDAR

1. The District agrees to negotiate with CSEA on the development of the school calendar. The District will submit an initial calendar proposal to CSEA by February 1st of each year. CSEA shall either accept the District's proposal or suggest an alternative calendar by March 1st.

ARTICLE VI
WAGES

1. Effective July 1, 2025, the 2024-25 base salary schedule shall be increased by 4.3% (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.

2. If Management, LUTA, or any other group receives any form of increased compensation (health cap or wages) during the term of this agreement greater than the increase outlined in Section 1 above, the District agrees to provide CSEA with the same combined percentage increase using the same effective date as Management, LUTA or other group's increase.

3. Every employee shall be placed on an appropriate step of the proper range on the salary schedule. Class relationship is attached as Appendix C.

4. An employee shall be advanced to the appropriate longevity increment on his/ her anniversary date. The anniversary date shall be the first day of the first full month of employment. If the employee begins employment on the first scheduled workday of the month, then the first day of that month shall be the anniversary date. If employment begins on any other day of the month, the anniversary date shall be the first day of the following month.

5. Longevity pay shall be paid at the following levels for full-time employees:
   a. $25 per month increase in salary for employees who have served the District continuously for ten (10) years.

   b. $35 per month increase in salary for employees who have served the District continuously for fifteen (15) years.

   c. $45 per month increase in salary for employees who have served the District continuously for twenty (20) years.

Effective July 1, 2021,

   d. $65 per month increase in salary for employees who have served the District continuously for twenty-five (25) years.

   e. $75 per month increase in salary for employees who have served the District continuously for thirty (30) years.

   Longevity pay shall be prorated for employees working less than full-time.

6. No course shall be taken for Professional Growth Award if the District has paid the employee to attend, paid the tuition cost, or paid the cost to transcript the course.

7. Upon accumulation of each nine (9) semester units of course work or equivalent seminar work that is pre-approved by District, an employee shall be granted one Professional Growth Award (award). Quarter units will be converted to semester units by multiplying quarter units by 2/3 (two thirds). Units will be approved or denied by the District. An Intent to Earn Units form may be obtained from the school sites or in the Human Resources Office. Units will usually be approved if the coursework is closely related to the employee's job duties or if the course work is a requirement of

a declared AA, BA or MA program major in which the employee is actually enrolled. At the District's discretion, units, which were not pre-approved or other course work may count towards an award, but no awards will be retroactive. Units completed prior to employment with the District shall not be applicable towards an award. The approval or denial of units of one employee shall have no impact on the approval or denial of units of another employee. Upon completion of course work, an official transcript or grade card must be submitted to Human Resources. Employees are welcome to submit transcripts at any time, but awards will be effective on October 1st, January 1st, April 1st, or July 1st and must be submitted by the 10th of the prior month. Each award shall be $17.00 per month for full-time employees, effective July 1, 1998. Part-time employees shall be granted a prorated portion of the $17.00 per month. The maximum number of awards an employee may earn is established by the greater of the two following numbers: 1) fourteen awards, 2) one more than the number of earned awards as of January 1, 2002.

8. Eligible employees shall be advanced annually as appropriate to the next step on their range on the Classified Salary Schedule.

9. Within three (3) days of termination of any bargaining unit member, the District shall issue a pay warrant to such bargaining unit member for all moneys due unless the District, CSEA, and the bargaining unit member establish an alternative agreement in writing.

ARTICLE VII
HEALTH AND WELFARE

1. Effective January 1, 2026, the District will provide all bargaining unit members with up to $1075 per month of aggregate health and welfare insurance coverage through the California Valued Trust (CVT). Any cost over the $1075 per month will be collected as a payroll deduction. If the cost is below $1075 per month, this savings will be retained by the District. The $1075 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.

2. The District shall offer (4) PPO and (4) HMO benefit packages.

3. Full-time bargaining unit members for benefits purposes shall be defined as bargaining unit members working eight (8) hours or more per day and for a period of ten (10) months or more per year. Only bargaining unit members who work less than 8 hours per day may elect to opt-out of health benefit coverage.

4. Current part-time bargaining unit members hired prior to July 1, 2006, are entitled to benefits if they are assigned to work an average of four (4) hours per day or more for ten (10) months or more each year. Part-time bargaining unit members hired on or after July 1, 2006 are entitled to benefits if they are assigned five and a half (5.5) hours per day or more for ten (10) months or more each year. The District shall pay premiums for eligible part-time bargaining unit members on a prorated basis (i.e., Six (6) hour employees, District pays 6/8th or 75% of the health benefit cap). It is the primary intent of this language to combine some part-time positions in an approximately cost-neutral manner so as to reduce the number of positions less than 5.5 hours.

    a. Part-Time bargaining unit members, who work less than 5.5 hours/ daily will be offered benefits listed in 1 a.-f. The full cost of the plan will be paid by the employee.

5. Eligible part-time bargaining unit members may accept or reject the aggregate benefits coverage (listed in section 1a-1f above) or accept life insurance as an individual offering.

6. In-eligible part-time bargaining unit members may accept or reject participation in the life insurance and/ or employee assistance program. Participation in these programs will be at the bargaining unit member's expense.

7. Benefits shall continue through the period for which premiums are advanced.

8. Should a bargaining unit member go on authorized paid leave, the bargaining unit member's benefits shall continue. Should the employee be on an authorized unpaid leave, the employee shall be permitted to pay the required premium for any program, provided that this provision does not violate the terms of the insurance contract.

9. A bargaining unit member retiring from the District may continue the health-medical plan if the insurance contract permits until he/ she reaches the age of 65 if such plan continues to be available. The employee shall arrange to pay the required premiums (See also number 11.)

10. The District shall provide CSEA with a copy of a new master contract of addendum that covers each benefit program as soon as available.

11. The District shall provide, for payroll deduction, an employee disability insurance plan selected by CSEA and acceptable to the District.

12. The District shall continue the health-medical plan offered to active employees for an employee who retires with 20 consecutive years of service of 4 hours per day or more at age 60 or over to age 65, based on a tiered structure beginning October 2006. A board approved leave or placement on the 39-month reemployment list shall not constitute a break in service. The percent of the health benefit cap paid by the District during retirement shall be determined by the average of the employee's contract hours during the last 10 years prior to retirement.

NOTES: When an employee, eligible for number 12 retiree benefits, reaches 65 and enrolls in Medicare A and B, the employee shall then be eligible to self-pay for Medicare supplement as covered by number 9.

Retirees may decline district paid health benefits; however, this decision is irrevocable.

13. The District shall abide by the rules and regulations established in the Consolidated Omnibus Budget Reconciliation Act of 1986 and the Tax Reform Act of 1986.

ARTICLE VIII
LEAVES

SICK LEAVE

1. Bargaining unit members working full-time shall earn one (1) day of sick leave for each full month of service. Part-time bargaining unit members shall earn sick leave prorated to the number of hours they are scheduled to work each month.

2. Bargaining unit members may accumulate sick leave without limitation.

3. A bargaining unit member may use sick leave with pay when absent for an illness or injury or for purposes stated in other forms of leaves covered within this Article. Sick leave may be taken in full day or hourly increments. Pay for any day where accrued leave is taken shall be the same as the pay which would have been received had the bargaining unit member served during the day. Credit for such leave need not be accrued prior to taking such leave. However, a new bargaining unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount of time to which he or she may be entitled, until the first day of the calendar month after the completion of six (6) months of active service with the District.

4. Bargaining unit members must comply with reasonable rules and regulations of the District regarding the advance reporting of illness or injury absence in order that substitute arrangements may be made. Failure to follow District procedures in giving adequate notice of absence, or intent to return to duty after such absence, may be grounds for disciplinary action including the cost of a substitute called and then not used.

5. If the District suspects abuse of sick leave privileges, the District may, if possible, require verification of a past absence from a doctor. If the District will require a bargaining unit member to provide a doctor's verification for future absences, the bargaining unit member may demand the reasons for this requirement in writing. Failure of a Bargaining unit member to comply with this section of the contract or providing false information may be grounds for disciplinary action.

6. Bargaining unit members returning to work from extended illness or injury absence (including surgery) shall be required to present a doctor's release to return to duty.

7. A bargaining unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the bargaining unit member is filing a request for a qualified retirement.

8. The District shall provide each bargaining unit member with an annual written statement of her/his accumulated sick leave.

9. Any classified bargaining unit member of another district, who has been employed for a period of one calendar year or more whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with the District within one

year of the termination of former employment, shall have transferred with him or her the total amount of earned accrued leave time available from the previous district.

10. When a bargaining unit member works January 1st through June 30th or July 1st through December 31st without using sick leave, personal necessity leave or worker's compensation leave, the bargaining unit member shall receive a stipend equal to a half-day of pay or a half-day of earned vacation time. All hours earned shall automatically be credited to the bargaining unit member's vacation unless they choose the stipend. All eligible employees who wish to receive the stipend shall submit a "Verification of Positive Attendance" for payment to the Human Resources Department within 10 days after the completion of the six-month period.

11. The District shall provide permanent bargaining unit members up to one hundred (100) days of extended disability leave beginning with the first day of disability. The bargaining unit member shall first utilize accumulated sick leave. After accumulated sick leave has been exhausted, any remaining days within the one-hundred (100) day maximum shall be made available provided the bargaining unit member has medical verification that he/she cannot perform all duties to which he/she would normally be assigned.

12. Compensation during extended sick leave shall be compensated at 50 percent of the employee's regular salary, regardless of whether a substitute is hired or not to cover the employee's absence.

13. The one hundred (100) days of extended disability leave is available on an annual basis but shall not accumulate from year to year. The one hundred (100) days for part-time bargaining unit members shall be limited to average hours scheduled per day.

MATERNITY LEAVE

1. At the bargaining unit member's request, maternity leave may be granted at any time after pregnancy is established with reasonable certainty. The length of leave shall be determined by mutual agreement between the bargaining unit member and the administration, utilizing the written advice of a consulting physician.

2. The bargaining unit member will receive no compensation while the leave is in effect, but will maintain her status on the salary schedule.

3. A maternity leave may be requested to begin at any time after pregnancy is confirmed. The bargaining unit member is expected to give at least thirty (30) days advance notice. The bargaining unit member may work as long as she can perform all duties and responsibilities as confirmed by her physician or medical practitioner. If there is a doubt, the District may require an examination by a qualified physician at District expense.

4. The bargaining unit member may return as soon after the termination of pregnancy as she wishes, provided she presents a confirmation from her physician or medical practitioner that she can perform all duties and responsibilities. If there is a doubt, the District may require an examination by a qualified physician at District expense. The bargaining unit member shall give the District at least fifteen (15) days advance notice of the date she wishes to return.

5. Maternity leave may continue for a maximum of one calendar year.

6. A bargaining unit member may request the use of accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from. Evidence of disability must be supported by a written statement from her physician.

7. Part-time bargaining unit members who are part of the bargaining unit shall be entitled to the same benefits as full-time bargaining unit members but on a prorated basis to time worked.

PARENTAL LEAVE

1. Either parent is eligible to apply for a parental leave for the purpose of child rearing. A parental leave shall be limited to caring for a natural child, a stepchild or an adopted child who is less than eighteen (18) years of age.

2. A parental leave may be granted to a parent for verifiable child-rearing purposes for up to one year. The leave shall be paid, using accrued leave time, if available. If accrued leave time is not available, the leave shall be unpaid.

3. In addition to the above, unit members are eligible to receive up to twelve (12) weeks of differential leave to take child bonding/parental leave during first 12 months following the birth or adoption of a child pursuant to Education Code section 45196.1.

BEREAVEMENT LEAVE

1. Each bargaining unit member shall be entitled to five (5) days bereavement leave or seven (7) days if out of state or 200 statute air miles or equivalent land miles of one-way travel is required, with full pay when absent, when such absence is caused by the death of a member of her/ his immediate family.

Immediate family shall be defined as the following:

Spouse	Sister / Current Sister-in-law
Mother / Current Mother-in-law	Grandmother / Current Grand Mother-in-law
Father / Current Father-in-law	Grandfather / Current Grandfather-in-law
Son / Current Son-in-law	Grandchild / Current Grandchild-in-law
Daughter / Current Daughter-in-law	Person living in immediate household
Brother / Current Brother-in-law	

2. Bereavement leave shall be used beginning from the date of the death and extending no more than three (3) months beyond the date of the death for bereavement purposes.

PERSONAL NECESSITY LEAVE

1. Accumulated sick leave may be used by a bargaining unit member, at her/his election, in cases of personal necessity. The bargaining unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

    a. Serious illness of a member of her/his immediate family. Members of her/his immediate family are defined in "Bereavement Leave."

    b. Accident, involving her/his person or property, or the person or property of a member of her/his immediate family.

    c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order with jurisdiction.

    d. Emergency home repair (that cannot be handled during non-duty hours).

    e. Attending to Family Emergency or Crisis (that cannot be handled during non-duty hours).

    f. Upon return from personal necessity leave, the bargaining unit member shall complete a statement verifying that the absence was covered by 1a, b, c, d, or e.

2. The following types of personal necessity leave will be considered, but must be approved in advance:

    a. Extended Bereavement Leave.

    b. Participation in school activities of a child as defined and governed by the Family-School Partnership Act.

3. Up to two (2) days of Personal Necessity Leave may be used for "No tell" Leave. This can be used for unspecified personal business that cannot be accomplished during non-duty hours. The request to the supervisor shall be made in writing at least three (3) days (72 hours) in advance of the leave. Approval shall be limited to not more than one employee per site / department; however, immediate supervisors may use discretion to exceed this limit. "No Tell" leave shall not be added to a 3-day weekend or holiday and is not authorized for vacation, other employment, or related activities.

4. Bargaining unit members who have 400 hours or more of accumulated sick leave available on the first day of the work year will be entitled to us up to nine (9) days of personal necessity leave during that school year. For part-time bargaining unit members, the 400 hours will be prorated. For all other bargaining unit members, no more than seven (7) days may be used for personal necessity leave in any school year. If bargaining unit members have not exhausted their leave balance in previous year, up to 2 additional days of PN time may be utilized.

5. Personal necessity leave shall not be authorized for vacation, recreation, other employment or related activities.

UNPAID LEAVE

1. The District may grant unpaid leave upon written request when it is deemed to provide future value to the District and the bargaining unit member's absence does not adversely affect the District. An unpaid leave shall not be granted for vacation, recreation or related activities.

2. A request for unpaid leave shall be submitted in writing at least two (2) weeks prior (except in cases of emergency) to the commencement of the leave.

3. The following types of unpaid leaves shall be considered:

   a. Study Leave
   b. Health or Disability Leave
   c. Political Leave
   d. Extended Emergency Leave
   e. Personal Leave
   f. Child Rearing Leave
   g. Participation in school activities of a child as defined and governed by the Family-School Partnership Act.
   h. Attendance at a graduation ceremony for a son, step-son, daughter, or step-daughter.

4. Whenever possible, the terms and conditions of such leave shall be made known to the bargaining unit member in writing prior to the transmission of the leave recommendation by the superintendent or her/his designee to the Board of Trustees for action.

5. Unpaid leaves shall normally be limited to permanent bargaining unit members.

6. The approval of an unpaid leave request for one bargaining unit member shall have no impact on or constitute any precedent for other leave requests.

7. For purposes of seniority only, no approved absence under this section shall constitute a break in service. Therefore, salary advancement may be affected by an unpaid leave.

MILITARY SERVICE

Bargaining unit members will be entitled to military leaves of absence as provided for under the law.

JURY DUTY

Bargaining unit members who are required by law to serve on a jury or as a subpoenaed witness shall be entitled to be absent from duty without loss of pay. Any compensation, excluding travel or meal reimbursement, shall be remitted to the District.

FAMILY LEAVE ACT

The District shall abide by all State and Federal Laws regarding the Family Medical Leave Act and the Family Partnership Act.

ARITICLE 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. Juneteenth

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.

SECTION 2: ADDITIONAL SEASONAL HOLDAYS

1. In addition to the holidays listed in Section 1 above, the District shall grant three (3) additional seasonal holidays as follow:

    a. Day after Thanksgiving
    b. Day before Christmas
    c. Day after Christmas

2. Seasonal holidays may be provided on alternate days for those bargaining unit members who would normally be scheduled to work on Saturdays or Sundays.

3. All twelve-month bargaining unit members shall be provided a total of thirteen (13) holidays and seasonal holidays during each fiscal year. All holidays and seasonal days shall be scheduled and made known to the bargaining unit members prior to July 1 of each year.

4. Part-time bargaining unit members shall be paid for hours normally scheduled to work on a typical workday.

5. To be eligible for holiday or seasonal day pay a bargaining unit member is required to be in a paid status the day before or the day after a holiday or seasonal day.

SECITON 3: FLOATING HOLIDAY

1. In addition to the holidays listed in Section 1 and 2 above, the District shall grant a floating holiday on a regular work day under the following conditions:

    a. The bargaining unit member has worked in probationary position in the District for at least six (6) months.

    b. If a bargaining unit member does not complete the ninety (90) calendar days of the school year, the bargaining unit member shall not be entitled to compensation for this day upon separation.

    c. The bargaining unit member's supervisor gives approval and is notified as soon as possible but not less than forty-eight (48) hours in advance of the floating holiday.

ARTICLE X
ATTENDANCE

1. When a bargaining unit member completes any six consecutive months without using sick leave or worker's compensation leave, the employee shall have one-half of one scheduled day added to his/her vacation accumulation.

2. If a bargaining unit member improperly uses any form of leave, the bargaining unit member shall be subject to disciplinary action, in accordance with Article XVII, Disciplinary Action.

ARTICLE XI
SAFETY

1. The District agrees to provide a safe and secure working environment for each bargaining unit member.

2. The scope of a bargaining unit member's employment shall include all assigned duties and authorized voluntary activities for which the bargaining unit member is qualified.

3. Should the employment duties of a member in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the bargaining unit member or others, the District agrees to furnish such equipment or gear.

4. Employees shall follow safety rules and verbal safety directions. The District and CSEA encourage bargaining unit members to report unsafe working conditions to the District without fear of reprisal. The District agrees to support any bargaining unit member who reports such concerns.

5. All on-the-job injuries shall be reported promptly to the immediate supervisor and before the close of the next business day. The District has the right to send the injured bargaining unit member to a District-designated physician for initial treatment. The injured bargaining unit member may seek initial treatment from his/her personal physician, provided the bargaining unit member has

designated his/her personal physician on the appropriate form prior to the injury. The Board shall have full authority to adopt policies and procedures to implement this section in compliance with Labor Code Sections 4600 and 4601.

ARTICLE XII
VACATION

1. Classified employees shall earn paid vacation time. Vacation benefits are earned on a fiscal year basis, July 1 to June 30.

2. Paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. If an employee is not permitted to take his or her full annual vacation, the amount not taken may accumulate for use in the next year or the employee may be compensated for this time. However, no employee shall be permitted to carry over more than one year of vacation. Therefore, the maximum vacation permitted to accumulate is the prior year and the current year.

3. Every employee who is a member of the classified staff shall be entitled to vacation with pay, which shall accumulate at the rate of one day for each calendar month in which the employee is employed every working day and in paid status at least 75% of the scheduled work-days.

4. No vacation shall be granted during the six-month probationary period of employment. However, on a successful completion thereof, vacation time shall be allowed for time of service, including the six-month probation period.

5. After an employee has served in the District for four years (prior to July 1), not necessarily consecutive, he/she shall be entitled to one additional day of vacation with pay for each year over four, but with a maximum of twenty (20) days.

6. No vacation shall be taken by any employee before he/she has earned it by service to the District.

7. Each supervisor responsible for authorizing vacation usage shall distribute a vacation calendar that shows primary periods when employees are expected to request taking vacation time. The calendar may include periods when use of vacation time will rarely be approved.

   Requests for vacation from classified employees must be approved in advance by their immediate supervisor and filed with the District Office. Employees, except in an emergency, should file a request to use vacation time as far in advance as possible and at least ten (10) working days before the start of the vacation time being requested. The district shall notify an employee within five (5) workdays of the approval/denial of their vacation request.

   In scheduling vacations, the requirements of the District and the needs of the employee should be considered. The supervisor shall assign vacation times on the basis of the department's needs, keeping in mind the departmental seniority of the employee by class and the date the request was received. The supervisor may authorize the use of vacation time when an emergency request is received and may cancel an employee's assigned vacation when an extreme departmental emergency develops.

8. If one or more holidays fall within a scheduled vacation period, one or more additional days of vacation shall be granted.

9. A person, except an employee who has not successfully completed six (6) months of employment in regular status, who resigns, retires, is dismissed or whose position is terminated and who has earned vacation time to her/his credit, shall be paid for such vacation upon such resignation, retirement, dismissal or termination.

10. If any employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that her /his vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time.

ARTICLE XIII
TRANSFERS

SECTION 1: EMPLOYEE-INITIATED TRANSFERS

An employee-initiated transfer is defined as movement from one position to another within the employee's current job title, regardless of contract hours.

1. Transfers shall be based upon the following considerations:

    a. A change in the nature of the job
    b. Increased or reduced responsibilities
    c. Quality or quantity of work performed
    d. Length of service
    e. Situational need (employee and/ or district)

2. An employee may apply, in writing (using the transfer request form) to the District Human Resources Office for a transfer to a known and posted vacancy.

3. Known vacancies shall be posted for at least six (6) working days and shall be posted on the bulletin boards in a prominent location at each school site/department. An employee must apply for transfer before closing date to receive full consideration.

4. An employee who has submitted a transfer request shall have an opportunity to discuss their transfer request with the supervisor for the vacant position prior to the District holding at-large interviews. The supervisor may elect a formal or informal interview. The District may select a District employee as a transfer or begin at large interviews.

5. If more than one employee has applied for the same position, the selection of the employee to be transferred shall be based on the ability of each employee to perform in the new position. If both employees' qualifications are deemed equal, seniority shall be the determining factor.

6. The filing of a request for transfer shall be without prejudice to the employee and does not jeopardize the present assignment. A request may be withdrawn at any time, prior to the official confirmation of the transfer. Unfilled requests for transfer must be resubmitted each year for full consideration.

SECTION 2: DISTRICT-INITIATED TRANSFERS

A District-initiated transfer is defined as movement from one position to another within the employee's current job title with the same contract hours.

1. A transfer initiated by the administration shall be completed only after the employee's supervisor has consulted with the affected employee. The affected employee shall have the right to have a CSEA representative present.

2. Transfers shall be made to meet the needs of the school district.

3. No district-initiated transfer shall be arbitrary, capricious, discriminatory or punitive. Arbitrary is defined as whim, discriminatory is covered in Article III and punitive is defined as without adequate reason.

4. An employee being transferred by the District's initiative shall, upon request, be provided with the reasons.

ARTICLE XIV
PROMOTION

1. Employees shall be given consideration in filling any job vacancy which can be considered a promotion.

2. Notice of a job vacancies shall be posted on the bulletin boards in prominent locations at each school site. The District may approve up to, and including, an hour per day of additional time to an employee without posting the vacancy, if the employee is the only person at the work site interested in the position.

3. The job vacancy notice shall remain posted for a period of six (6) or more full working days, during which time employees may apply for the vacancy.

4. All applications for positions are made to the Association Superintendent of Human Resources. Applicants are selected on the basis of qualification. All employees, regardless of employment status, will be given equal consideration. However, if two or more applicants are judged to be equally qualified, an applicant employee with greater seniority shall be promoted.

ARTICLE XV
RECLASSIFICATION

1. Positions reclassified to higher or lower salary ranges shall be changed based on internal comparable duties and qualifications required of other positions at the same range. If no current position exists at the same range, external factors may be used to establish an appropriate range.

2. If a position is reclassified to a higher range, the current employee filling the position shall be placed on the same step of the new range.

3. If a position is reclassified to a lower range, the current bargaining unit member filling the position shall be placed on the same step of the new range, but shall be red circled (Y-rated) and held at

his/her current salary until future salary increases meet or exceed the salary established for the range and step where the employee is properly placed.

4. The District shall notify CSEA of any bargaining unit classification changes being considered. CSEA shall have ten (10) workdays to respond in writing to any proposed classification changes or arrange to consult with the Assistant Superintendent for Personnel concerning any classification change being considered. The District will the implement classification changes, recognizing that CSEA may appeal a classification change through PERB.

ARITCLE XVI
GRIEVANCE PROCEDURE

SECTION A: PURPOSE

1. This grievance procedure is intended to resolve alleged violations of this Agreement at the lowest possible level. Therefore, as clarification, employees and CSEA must utilize the informal resolution process as a means of resolving issues at the lowest level possible. Employees and CSEA must initiate formal grievances at Step 1. If the alleged contract violation is solely the result of acts or omissions of the Associate Superintendent(s), or if the immediate supervisor does not have the authority to remedy the grievance, then the grievance may be filed at Step 2. If the alleged contract violation involves employees with different immediate supervisors and/or the same/related facts and conditions, then the grievance may be filed as a Group grievance.

2. Informal discussion of problems and a continuing interchange of views between employees and their immediate administrators is encouraged. The parties should attempt to resolve differences or dissatisfactions as soon as possible.

3. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by CSEA, provided that the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be notified of any written decision made by the District, in response to a formal written grievance filed at any level.

4. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however be extended by mutual agreement.

SECTION B: DEFINITIONS- Grievance Procedure

1. A “Grievance” is an allegation by CSEA or by one or more employees that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

2. “Grievant”: is the person or persons, including CSEA or representatives thereof, making the claim.

3. A “Day” is any day that the central administrative offices of the District are open for business.

4. The term “Site Administrator/Director,” as used in Article XXI, is that Site Administrator/Director designation by the District to manage the worksite.

SECTION C: INFORMAL RESOLUTION OF PROBLEMS

1. The grievant should initiate the grievance procedure as soon as possible, but in no case shall the grievance procedure be initiated more than 30 (thirty) days from the date of the occurrence giving rise to the grievance. Failure to initiate the grievance within 30 (thirty) working days from the occurrence shall result in the waiver of the right to file the grievance. By mutual agreement this timeline may be modified or extended.

2. When the grievant has a concern, the grievant may in writing or orally request a conference with her/her site administrator or director.

3. The administrator or director shall grant the grievant(s) at least one conference within five (5) days of receipt of the request.

4. Additional conferences may be held prior to initiation of Step 1 if it appears that resolution of the complaint may be achieved by informal means.

5. Both the grievant and the administrator or director may invite other persons to these conferences, among who may be a representative or representatives of CSEA.

6. The administrator or director handling the complaint shall provide a written or verbal decision to the grievant within three (3) working days of the first conference.

SECTION D: STEP 1

1. If not resolved to the satisfaction of the grievant at the informal level, the grievant, with in 5 (five) working days after completion of the informal process, may submit the written grievance to the supervisor for consideration. The formal grievance shall contain a complete statement of the act(s) or event(s) giving rise to the grievance, and the Article(s) and Sections(s), if applicable, of this Agreement alleged to have been violated and the remedy sought.

2. The grievant or the supervisor may request a conference to discuss the grievance.

3. The supervisor shall give his/her response to the grievance in writing within five (5) working days from the time he/she received the written grievance or after the conference, if held. The supervisor's response shall include the following:

   a. A statement of their position.
   b. The remedy or correction which has been offered, if any.

4. If the supervisor does not respond within five (5) working days from the date of receipt of the written grievance or conference, the grievance immediately proceeds to Step 2 of the grievance procedure.

5. CSEA shall have the right to be present at all levels of the formal grievance procedure.

SECTION E: STEP 2

1. If the alleged grievance has not been resolved at Step 1, the employee, within 5 (five) working days after completion of Step 1, may submit the written grievance to the Associate Superintendent of Human Resources for resolution.

2. The Associate Superintendent of Human Resources or designee shall hold a meeting with the grievant who may have a representative of CSEA present, and others who may be of help in resolving the alleged grievance.

3. The Associate Superintendent of Human Resources shall give his/her response to the grievance in writing within 5 (five) working days from the time he/she received the written grievance or after the conference, if held. The Associate Superintendent of Human Resources' response shall include the following:

   a. A statement of their position.
   b. The remedy or correction which has been offered, if any.

4. If the Associate Superintendent of Human Resources does not respond within 5 (five) working days from the date of receipt of the written grievance or after the conference, if held, the grievance immediately proceeds to Step 3 of the grievance procedure.

SECTION F: STEP 3

1. If the alleged grievance has not been resolved at Step 2, the grievant, within 5 (five) working days after receipt of the Assistant Superintendent of Personnel's written response of Step 2, may submit the written grievance to the Superintendent for consideration.

2. The Superintendent shall hold a meeting with the grievant who may have a representative of CSEA present, and others who may be of help in resolving the alleged grievance.

3. The Superintendent shall give his/her answer to the grievance in writing within fifteen (15) working days from the time he/she received the written grievance, or after the conference, if held. The Superintendent's response shall include the following:

   a. A statement of the District's position.
   b. The remedy or correction which has been offered, if any.

SECTION G: STEP 4. ARBITRATION

1. The requests for arbitration must be given in writing to the District by CSEA within 20 (twenty) working days from the date of the third step decision, or if no response received as indicated above within 20 (twenty) working days after the conference at Step 3 if no response is received. CSEA and the District will select an arbitrator within 30 (thirty) days from the date of the third step decision.

2. An arbitrator shall be selected from a panel of 5 (five) obtained from the State Conciliation Service. Within five (5) working days after the panel of names is received, the parties shall, after a coin flip, alternately strike one name until on name remains. The remaining person shall be the impartial arbitrator.

3. The arbitrator shall review the alleged grievance and if necessary hold a hearing. The arbitrator shall issue a decision which shall be final and binding with both the employee and the District, unless overruled by the Board of Trustees. If the Board of Trustees overrules the decision of the arbitrator, a revised decision shall be issued by the Board of Trustees within fifteen (15) days, which shall be final and binding.

4. Each party shall bear the expenses of its representatives and witnesses. The fee, if any, for the arbitrator and other expenses connected with a formal hearing shall be borne by the party which does not prevail. If the Board of Trustees overrules the arbitrator, the District shall pay all costs.

5. A court reporter shall not be required for the arbitration hearing but may be requested by CSEA, the District, or the Arbitrator. If any of the parties requests the services of a court reporter, the cost shall be borne equally by CSEA and the District.

SECITON H: MISCELLANEOUS

1. All written material used in processing an alleged grievance shall be kept in a separate grievance file and not in anyone's personnel file.

2. Time limits may be modified by mutual agreement of the parties.

3. The District and CSEA agree to consult to develop a grievance form.

SECTION I: AUTHORITY

1. The arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violations of specific written provisions of the Agreement.

ARTICLE XVII
DISCIPLINARY ACTION

1. Disciplinary action shall be imposed on permanent employees only for just cause. Permanent employees are those employees who have successfully completed the six month probationary period. "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of classification in which he or she has permanence, including dismissal, suspension, demotion, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

2. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive, as required by Education Code Section 45113. The District typically uses a progressive discipline process consisting of the following steps:

   a. Verbal warning
   b. Letter of concern
   c. Letter of warning
   d. Letter of reprimand
   e. Suspension or termination

   However, the District has the absolute right to use any level of discipline at any time. Consequently, the District may skip steps in the progressive discipline process or move directly to suspension or termination on any offense if in the sole discretion of the District the misconduct justifies the skipping of steps of progressive discipline. The level of discipline selected by the District shall not be subject to the grievance process or any other form of legal dispute by the employee or CSEA.

   At the beginning of an investigative meeting, the interviewer shall advise the bargaining unit member of the general nature of the concern without disclosing any specific facts.

3. Notice and Procedure for Suspension of Termination.

a. Preliminary Notice:

A permanent classified employee shall receive preliminary written notice of any proposed suspension without pay or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the proposed date the disciplinary action will be effective. The proposed effective date of the disciplinary action may be postponed by the District. Any known written materials, reports, or documentation upon which the disciplinary action is based must be attached to the preliminary written notice. The District shall have the right to review all sealed information, if a disciplinary hearing is pending. CSEA shall have the right to be present when sealed materials are opened by the Superintendent or designee. A notation will be made on the envelope upon each opening indication the dates, times, names of people in attendance, and reason for opening.

b. Preliminary Notice Response:

The employee must notify the superintendent or designee as to whether they intend to respond to the preliminary notice within five (5) calendar days from the date the preliminary notice is served on the employee.

c. Skelly Provision:

If the employee chooses to respond to the preliminary notice, the employee will have the option to submit their written response or respond orally to the superintendent or designee.

Should the employee choose to respond orally to the superintendent or designee, a Skelly Hearing shall be scheduled with the employee and his/her representative, if any, giving the employee a reasonable opportunity to prepare for such response, but in no case shall the date for such hearing be more than 10 work days from the date the employee notified the superintendent or designee of the choice to respond to the preliminary written notice.

Should the employee choose to respond in writing to the superintendent or designee, the written response from the employee must be received in the superintendent's office within seven (7) work days from the date the employee notified the superintendent or designee of their choice to respond to the preliminary written notice.

d. Superintendent's Recommendation:

The superintendent or designee shall consider the employee's response and recommend within nine (9) calendar days that the proposed disciplinary action either be taken, modified, or not imposed.

e. Written Charges:

A permanent classified employee who is recommended for suspension without pay or termination shall be given written notice of the specific charges. The employee shall be suspended without pay the day of service of the written charges, and all pay shall cease as of that date, and benefits shall continue until the end of the month in which the written charges are served upon the employee, unless specified otherwise by the district. If termination is recommended, this action may be ratified at a subsequent meeting of the Board of Trustees.

The charges shall contain a statement of his/her rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than seven (7) work days, or as otherwise mutually agreed, after service of the notice on the employee, and said notice shall be accompanied by a paper, the signing and filing of which with the superintendent or his/her authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing and appeal.

4. Suspension or Termination Appeal Procedure:

Hearing Authority

The Governing Board shall determine whether any hearing will be conducted before quorum of the Governing Board or a Hearing Officer appointed by the Governing Board. If the Governing Board chooses to appoint a Hearing Officer, the parties shall obtain a list of potential arbitrators from the California State Mediation Service. From this list, the parties will select the Hearing Officer by the process of alternatively striking names.

Notice of Hearing

The Governing Board or the Hearing Officer shall set the matter for hearing and shall give the employee at least fourteen (14) work days notice in writing of the date and place of such hearing.

Rights of Employees

The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Officer, and shall be entitled to:

- Be represented by counsel or any other person at such hearing
- Testify under oath
- Compel, to the extent permitted by law, employees of the District or other persons to testify
- Cross-examine all witnesses
- Present such evidence Hearing Authority deems necessary
- Argue the case

Burden of Proof

The burden of proof shall be upon the party attempting to substantiate the charges.

Findings and Decisions

If the hearing is before a Hearing Officer, upon completion of the hearing, a written proposed decision shall be signed and filed by the Hearing Officer and submitted by the Hearing Officer to the Governing Board for its approval. If the Governing Board accepts such findings and

conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must review the record or provide for an additional opportunity to be heard, after which it may adopt the findings and conclusions made by the Hearing Officer, or make its own findings and conclusions. If the Governing Board conducts the hearing, it shall prepare written findings and conclusions setting forth its decisions.

Board of Hearing

Hearing may be conducted without stenographic reporter or electronic recording machine unless the employee requests in writing, at least three (3) full business days before the day set for the hearing, that such hearing be reported or recorded and pays the cost or fee for such reporting or recording.

Transcripts of Hearing

Transcripts of hearings shall be furnished to any authorized person on payment by that person of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the employee in charge of business affairs of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

The hearing Authority may grant a continuance of any hearing upon such terms and conditions as it may deem proper. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

Administrative Leave:

Any permanent classified employee who is placed on administrative leave from duty shall be paid pending a determination of whether or not discipline will be recommended by the superintendent.

ARTICLE XVIII
LAYOFF

1. A permanent employee may be subject to layoff for lack of work or lack of funds. An employee subject to layoff shall be given forty-five (45) calendar days notice of an impending layoff or pay and benefits in lieu of notice.

2. Any layoff shall be administered within a class. The order of layoff shall be based on seniority within that class and higher classes in which the employee has served. Any employee(s) with the least seniority shall be laid off first. Seniority shall be established by date of service in each class.

3. An employee laid off from her/his present class may bump into the next equal or lower class in which the employee has greater seniority. The employee may continue to bump into such equal or lower classes to avoid layoff, provided the employee has worked previously in the lower class position.

4. An employee who elects a layoff in lieu of bumping maintains her/his reemployment rights under this Agreement.

5. If two (2) or more employees subject to layoff have equal class seniority, the determination shall be by time in paid service, then by lot.

6. Laid off employees are eligible for preferred reemployment in the class from which laid off for a thirty-nine (39) month period and shall be offered reemployment in reverse order of layoff. A laid-off employee who has accepted demotion in lieu of layoff shall have an additional twenty-four (24) months to be reemployed in the former position or a total of sixty-three (63) months from the date of the original layoff.

    a. Notice of the opportunity for reemployment shall be made by certified mail, personal service or by verbal contact that is logged. When verbal contact is utilized, the notice of opportunity for reemployment by verbal contact shall be followed up by notice using certified mail or person service.

    b. The laid-off employee shall accept or reject the opportunity for reemployment no later than the close of business on the second day following receipt of such notice. (Failure to accept two (2) reemployment opportunities shall be just cause to remove the laid-off employee's name from the reemployment list.)

    c. When reemployment is accepted, the employee shall have a maximum of ten (10) working days to report to work. Failure to report to work within the ten (10) working day period shall be just cause for removing the laid-off employee's name from the reemployment list.

    d. Time limits may be extended for reasonable period or the laid-off employee's name may be passed over to definite point of time upon receipt of verification of illness or an acceptable personal hardship as determined by the Superintendent or her/his designee. Such extensions or passing over shall not be unreasonably withheld.

7. Any employee who was subject to being or was in fact laid off and who is qualified for and who elected 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. If he/she is subsequently subject to reemployment and accepts (in writing) the appropriate vacant position, the District shall maintain the vacancy but may fill it on a temporary basis until the Board of Administration of the Public Employees' Retirement System has properly processed her/his request for reinstatement from retirement.

8. A laid-off employee may place an application of file for any position for which they feel qualified. If an application is on file the laid-off employee shall be notified of any such vacancy during the layoff period. If rehired during a thirty-nine (39) month period, all rights and benefits shall be restored. The employee shall retain all reemployment rights relating to the position from which the employee was originally laid off. A laid off classified employee must be given "preference" over new applicants accordance with the "Tucker Decision."

9. In the event a layoff is necessary, the District shall prepare an updated seniority roster indicating employee's seniority in each class. Such rosters shall be available to CSEA.

ARTICLE XIX
REDUCTION IN HOURS

1. The District may grant an employee's request to have his/her hours reduced. When an employee's request for a reduction in hours is granted, such a reduction shall not be a subject for negotiations. However, the District will notify CSEA of a change at least one week before any change in hours is implemented. The District and CSEA agree not to make any effort to influence the content of an employee's request for reduced hours.

2. The District retains the right not to fill positions vacated through attrition. The District also retains the right to reduce hours in vacant positions without negotiating the affect or the decision to reduce such hours. However, the District will notify CSEA of a change at least one week before any change in hours is implemented. It is the intent of the District that this clause shall not be used in a capricious or arbitrary manner; nor is it the intent of the District to use this clause for punitive purposes.

3. The District will meet and confer on a reduction in hours for occupied positions. The District shall provide CSEA with two weeks notice before Board action and negotiate the effects of the decision to reduce hours.

ARTICLE XX
EVALUATION

1. A performance review should be completed during the fifth probationary month of employment. This review should be completed by March 1st for bargaining unit members who were permanent on or before January 1st. The District may extend this deadline if disciplinary action is pending. Less frequent evaluations may be appropriate when the previous evaluation was good.

2. A permanent bargaining unit member shall be given a sufficient amount of time to correct any deficient performance evaluation areas of concern.

3. Evaluations shall be based on direct observations of the bargaining unit member by the supervisor, upon an analysis of the bargaining unit member's output of production, and upon such other factors that affect the operation and welfare of the District program.

4. No evaluation shall be conducted in a manner which is arbitrary, capricious, discriminatory or punitive. Arbitrary is defined as whim, discriminatory is covered in Article III and punitive is defined as without reason, including but not limited to evaluation factors covered in Article XX.

5. Bargaining unit members are required to sign all formal written evaluations. Bargaining unit members do not sign that they agree with an evaluation, but rather that they have seen it. Bargaining unit members are to receive a copy of their evaluations.

6. A bargaining unit member may request a conference with his/her supervisor and/or the Assistant Superintendent for Personnel when unsatisfactory rating(s) have been given. The conference shall be of sufficient length to cover the concerns of all parties taking part in the conference.

7. Any bargaining unit with CSEA assistance shall have the right to utilize the grievance procedure regarding violations of the procedural aspects of evaluations arising under the provisions of this Article. As clarification, the judgment of the evaluator is not subject to the grievance process.

ARTICLE XXI
PERSONNEL FILES

1. A copy of any information of a derogatory nature shall be provided to employee prior to the information being placed in the personnel file. The employee shall have an opportunity to have his/her own written response attached to the derogatory information before the filing of such material in the personnel file. The review may take place after duty hours if requested by the employee. Otherwise, the employee shall be allowed to review his/her personnel file during duty hours. The preparation of comments by the employee shall take place during non-duty hours within ten (10) working days of receipt of the derogatory information. The derogatory information and the response by the employee shall be signed and dated.

2. A bargaining unit employee may review his/her personnel file and have a CSEA representative present. An employee may authorize a CSEA staff person to review his/her personnel file by completing the form attached as Appendix A.

3. The personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the District personnel file.

4. All personnel files shall be kept in confidence and shall be available for inspections only on a need-to-know basis.

5. All derogatory materials in an employee's personnel file shall be sealed after remaining in the file for a period of three (3) years. An employee who would like material in their personnel file sealed shall make a written request to the Associate Superintendent for Human Resources.

6. A written parent complaint or written information developed from a parent complaint shall not be placed in an employee's file unless the complaint is investigated and substantiated. An employee shall be given a copy of the substantiated complaint or information before it is placed in the file. The employee shall have ten (10) working days to attach comments that are also to be placed in the file or the employee may invoke the Grievance Procedure for the sole purpose of determining the validity of any parent complaint. The Grievant may request that CSEA pursue the matter to the arbitration level.

ARTICLE XXII
CONTRACTING

1. The District agrees that it will not contract out work that would result in a layoff or a reduction in regularly scheduled hours of current employees in the bargaining unit. The District agrees to meet with CSEA to discuss specific service contracts.

ARTICLE XXII
TRANSPORTATION

Assignments

I. Bus driver/vehicle drivers shall be assigned to regular hours of work by management. Senior employees shall be given a first opportunity to an eight (8) hour-a-day assignment. Less than eight hour-a-day employees shall be given an opportunity to longer assignments in order of seniority. Extended year assignments shall be based on the factors above; however, attendance during the school year will also be considered when making extended year assignments.

II. All overtime shall be distributed as equitably as is possible, recognizing that an employee with special certifications or experience may be required for a specific driving assignment. Bus drivers who are absent from work the day before a weekend or holiday shall not be eligible for assignments during that weekend or holiday if other drivers are available. Recognizing that all weekend or holiday trips must be covered by bus drivers, drivers may be involuntarily assigned to weekend or holiday trips if necessary.

III. The District and CSEA agree to negotiate a Transportation Handbook.

Drug and Alcohol Testing Requirements

A. Pre-employment Drug and Alcohol Testing for Transportation Employees

An applicant for any job classification with duties that include the operation of a commercial vehicle, as defined by the Code of Federal Regulation 382.107, shall be tested for alcohol and controlled substances. Testing will be conducted after the individual has been offered employment. Such testing shall be carried out with applicable provision of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

Any driver who tests positive for alcohol and/or a controlled substance as a result of a pre-employment test may be denied employment.

B. Negotiated Post-employment Drug and Alcohol Testing for Transportation Employees

This regulation is adopted to implement the drug and alcohol testing requirements of the Omnibus Transportation Employee Testing Act of 1991 as fully adopted by the Lincoln Unified School District pursuant to administrative regulation 4112.42.

A. Application

The provisions of this agreement shall apply to school bus drivers and other employees whose assigned duties that require the operation of a commercial vehicle as defined by the Code of Federal Regulations 382.107.

B. Notice

All drivers subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion, post-

accident, random, return to duty and follow-up testing while on duty. The notice shall state that the only such tests required by the employer are those required by the Federal Highway Administration (FHWA) as set forth in Title 49 of the Code of Federal Regulations, Part 382.

C. Employee Assistance

A driver who voluntarily admits to the use of alcohol or controlled substances prior to District testing will be provided assistance in contracting a substance abuse professional. The employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving the problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver to a private practice, person, or organization in which the substance abuse professional has a financial interest, except under circumstances allowed by law. Voluntary admission after being advised of scheduled testing does not exempt the employee from testing.

Employees covered by the District medical benefits are provided access to counseling and rehabilitation services through the Employee Assistance Program (EAP). Employees not covered by the District medical benefits are provided access to counseling and rehabilitation services through the Employee Assistance Program (EAP). These services are confidential and can be accessed directly by the employee. Brochures and additional information on these programs can be given to any employee as appropriate.

1. The District offers an Employee Assistance Program referral resource for the classified employee as part of its employee services. The EAP referral resource provides resource information on agencies that conduct confidential assessment, appropriate referral, and counseling for employees whose personal health problems interfering with their job performance.

2. Services accessed through EAP may be covered by the employee's medical insurance benefit. The cost of any other outside services are the employee's responsibility.

3. No information regarding the nature of the personal problem will be made available to the supervisors, nor will it be included in the permanent personnel file.

4. Participation in EAP program or the referral resources will not affect an employee's future career advancement or employment nor will it protect an employee from disciplinary action if substandard job performance continues. The EAP is a process used in conjunction with discipline, not a substitute for discipline.

5. The EAP referral resource can be accessed by an employee through self-referral or a referral by a supervisor.

   a. Self-Referral

      In a self-referral, the employee contacts the counselor/agency directly. The employee is assured that no one in the District will be notified.

   b. Supervisory Referral

1. It is the responsibility of the supervisors to appropriately confront an employee whenever they see changes in the performance that suggest an employee has alcohol or controlled substance use problems. The supervisor may suggest that the employee voluntarily seek help (informal referral) from the Employee Assistance Program (EAP) referral resource.

2. The supervisor should contact the EAP referral resource and inform him/her of the informal referral and the circumstances.

3. In a supervisory referral, the EAP referral resource will not tell the supervisor whether the employee used the EAP referral resource and will not divulge any information to the supervisor about the visit.

Note: EAP referral resource will be the Associate Superintendent, Human Resources.

D. Reasonable Suspicion Testing

1. A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. For suspicion of controlled substance use only, the observation may also include indications of the chronic and withdrawal effects of controlled substances.

2. The observation must be made by a supervisor who has received at least one hour of training in identifying indicators of probable alcohol misuse plus at least one hour of training in identifying indicators of probable controlled substance use.

3. If the reasonable suspicion observations are made by the immediate supervisor of the driver, they must be confirmed by the direct observation of another supervisor similarly trained.

4. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during or just after the driver's performance of a safety sensitive duty.

5. Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

6. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two (2) hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. The driver will be given a copy of this statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight (8) hours of the reasonable suspicion determination.

7. Tests based on reasonable suspicion of controlled substance use shall be promptly administered. If the test is not given within eight (8) hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. The driver will be given a copy of this statement. No test based on reasonable suspicion of controlled substance use will be given that is not within twenty-four (24) hours of reasonable suspicion determination.

8. A written record of the reasonable suspicion observations, dated and signed by all supervisors making the observations, must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the driver when the results of the test are released.

9. No supervisor who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.

E. Post-accident Testing

1. A post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation, when there was a loss of human life, when any person was transported from the accident by ambulance, or when there is serious damage to any vehicle that requires it to be towed.

2. Alcohol Test:
   Post-accident alcohol testing shall be conducted within two (2) hours of the accident. If a required test is not administered within two (2) hours, the District shall record and retain on file the reason the test was not promptly administered. No test shall be administered if eight (8) hours have passed from the time of the accident.

   No driver who is subject to post-accident testing shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

3. Controlled Substances:

   Post-accident controlled substances testing shall be conducted within thirty-two (32) hours following the accident. If the test cannot be administered within thirty-two (32) hours from the time of the accident, no controlled substance test shall be administered to the driver. If a controlled substance test cannot be administered within the prescribed period of time, the District shall prepare a file record indicating the reason(s) why the test could not be administered within the required period of time for such testing.

4. Any driver who is subject to post-accident testing shall remain readily available for such testing or he/she shall be deemed to have refused to submit to such testing.

F. Random Testing

1. All drivers shall be subject to random alcohol and controlled substances testing throughout the driver's work year.

2. Such random testing shall be conducted at least on a quarterly. The dates for such testing shall not be pre-announced.

3. The annual percentage rate for a random alcohol testing is 10% of the average number of driver positions. The annual percentage rate for random controlled substance testing is 50% of the average number of driver positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations (See 49 C.F.R. 382.305, subd, (a).)

   The pool of persons subject to random testing shall include all person, including persons not represented by CSEA who may drive a commercial motor vehicle for the employer, where a class A or class B license is required. Divers will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing. When a driver on approved leave is selected for a random test, an alternate will be tested in his/her place.

4. The drivers to be tested on each test date shall be randomly selected utilizing a scientifically valid method of random selection. This procedure may include using a computer random number generator or employees could be selected by assigning each driver a number, such as an employee identification number or social security number. Under the selection procedure used, each driver shall have an equal chance of being tested each time selections are made.

G. Testing procedures

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40.

1. The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.

2. All testing shall be conducted in a private setting and, in the case of controlled substance testing, no direct observation of a driver's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal Regulations, section 40.25, subdivision (e), and then only by a same gender collection site person who is not employed by the driver's employer.

3. Any tests that do not comply with the requirements of this section shall be treated as negative tests.

4. No driver shall refuse to submit to any alcohol test required under this policy and administrative regulation. Refusal to submit to an alcohol or controlled substances test shall include instances in which a driver (1) fails to provide adequate breath for testing without a valid medical explanation, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation, or (3) engages in conduct which clearly obstructs the testing process. The district will not permit a driver who refuses to submit to such tests to perform safety sensitive functions.

5. It has been mutually agreed that Co Occupational Medical Partners (C.O.M.P.) will be the designated service provider of the Alcohol and Drug testing. There shall be no change in service provider without prior notice and negotiations upon request.

H. Positive Test

1. A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.01 grams of alcohol per 210 liters of breath or greater. Such a test is positive unless a medical review officer makes a negative finding in accordance with section 4 below.

2. A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following and, the medical review officer must conclude that there is not legitimate explanation, such as prescribed medication, for the result:

   a. 15 ng/ml (nanograms per milliliter) of marijuana Metabolite;
   b. 150 ng/ ml of cocaine metabolite;
   c. 2000 ng/ ml of either morphine or codeine;
   d. 25 ng/ ml of phencyclidine; or
   e. 500 ng/ ml of amphetamines or methamphetamine;

3. No positive test for controlled substances shall be reported to the employer until after:

   a. The medical review officer has contacted the driver directly, on a confidential basis, and given the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence;

   b. The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services; and

   c. The remainder of the split sample has been tested and found to be positive, or no timely request for such test is made by the driver.

4. If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the spilt sample, the medical review officer must report the test to the employer as a negative test.

5. The medical review officer shall be a licensed physician with special training in substance abuse disorders, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the driver's employer.

6. The cut-off levels in this section are those required by FHWA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (see 49 C.F.R. 40.29, subd. (f))

I. Effects of Positive Test

1. If the positive test is an alcohol test showing an alcohol concentration of 0.01 or greater but less than 0.04, the driver will be placed on paid administrative leave for at least 24 hours.

2. For all other positive tests, the driver shall be evaluated by a substance abuse professional, agreed upon by the parties, who shall determine what assistance, if any, is needed to resolve alcohol or controlled substance problems. If the driver is returned to duty, the driver shall not be returned to safety sensitive duties until the driver passes a return to duty test with an alcohol concentration of less than 0.01 or a return to duty test with a verified negative result for controlled substances.

3. Any drivers who violate the prohibitions set forth in this policy and administrative regulation shall, as a condition to any return to duty, be evaluated by a substance abuse professional who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse or controlled substances use. The driver shall be responsible for any cost associated with such professional assistance. This provision shall in no way interfere with the District's authority to discipline drivers found to be in violation of this policy and administrative regulation.

4. A driver who violates the provisions of this policy and regulation and is subsequently identified by a substance abuse professional as needing assistance in resolving problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced alcohol and/or controlled substance testing.

5. Drivers returning to duty after rehabilitation shall be subject to unannounced follow-up testing of at least six (6) tests in the first twelve (12) months of return to duty.

6. No driver who tests positive for a controlled substance(s) shall report for duty, remain on duty, or perform a safety sensitive function. If the District has actual knowledge that a driver has tested positive for a controlled substance, the District will not permit such driver to perform safety sensitive functions.

7. Any driver who violates a portion of this regulation may be subject to discipline, up to and including dismissal.

8. Disciplinary action or violation of this regulation shall implemented in accordance with the applicable collective bargaining agreement.

9. If an employee is receiving health benefits at the time of being placed on unpaid leave, these health benefits will be continued at the existing level for three (3) months to assist in recovery. After the three (3) month period COBRA provisions would apply.

J. Miscellaneous

1. The parties agree to treat all test results as confidential medical records.

2. The District shall provide all drivers with educational material that explains the requirements of 49 C.F.R. 382 and this Board procedure and regulation with respect to meeting the requirements of these regulations.

3. The District shall also provide this information to any and all affected employee organizations.

4. Each driver shall sign a statement certifying that he/she has received a copy of these materials.

5. CSEA shall designate two representatives to receive the same training provided to supervisors for reasonable suspicion determinations.

6. Employees are entitled to have a union representative present during any meetings with the District related to job actions taken as a result of suspected or confirmed substance abuse policy violations.

7. No driver shall possess alcohol while on duty. If the District has actual knowledge that a driver is in possession of alcohol while on duty, the District will not permit the driver to perform or continue to perform safety sensitive functions.

8. If a driver is required to test under reasonable suspicion or post-accident, transportation will be provided by the District.

9. Any questions regarding this drug and alcohol testing program should be posed to the Associate Superintendent of Human Resources.

ARTICLE XXIV
SAVINGS PROVISIONS

1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

2. In the event of suspension or invalidation of any article or section of the Agreement, the parties agree to meet and negotiate within thirty (30) days, upon the request of either party, after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXV
CONCERTED ACTIVITIES

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, or other interference with the operations of the District by CSEA or by its officers, agents or member during the term of this Agreement. The District will not participate in lock-out activities during the term of this Agreement.

2. CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represent by CSEA, CSEA agrees to advise and direct those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline or discharge by the District in accordance with the discipline article of this Agreement. The District agrees that the above applies to lock-out activities by the District's management.

3. It is understood that the District shall be entitled to withdraw any privileges or services provided for in this agreement or in District policy if this Agreement is violated by CSEA.

4. The District and CSEA agree that it is to their mutual benefit to encourage the resolution of difference through the meet-and-negotiate process. It is agreed that CSEA and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual agreement of the District and CSEA. The foregoing is not applicable to legislative advocacy, or to the seeking of judicial relief by the parties.

ARTICLE XXVI
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. Six months is defined as 130 working days or 6 months, whichever is longer. 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.)

2. 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:
(3 months shall be defined as 65 working days) three months, whichever is longer):

   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 employees' probationary period in the promoted position will be six (6) months. Six months is defined as 130 working days or 6 months, whichever is longer.

   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.

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

4. 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.

5. 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.

6. 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.

ARTICLE XXVII
REIMBURSEMENT

1. The District may require the wearing of a distinctive uniform by employees. The cost of the purchase, lease or rental of uniforms required by the District shall be borne by the District.

2. The District shall provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for the performance of their duties.

3. Employees who may be authorized to use their own automobiles in the performance of their duties shall be reimbursed at the appropriate IRS rate. Employees who hold split positions or split shifts are not reimbursed for travel from one duty site to another.

ARTICLE XXVIII
SUCCESSOR AGREEMENT

1. CSEA shall submit to the District not less than 120 calendar days prior to the termination date set forth under the duration article, a full proposal for a successor agreement. The District shall respond to such proposal and provide CSEA with the District's proposal for a successor agreement no later than (30) days after receipt of CSEA's proposal.

2. Representatives of the District and CSEA shall, after exchange of proposals as provided above, meet and negotiate in good faith as provided by law.

ARTICLE XXX
EFFECT OF AGREEMENT

1. This agreement shall remain in full force and in effect July 1, 2026 through June 30, 2029 with the following reopeners:
    a. For the 2027-2028 reopener all articles, except Article XXX (Effect of Agreement) available to reopen.
    b. For the 2028-2029 reopener the following articles available to reopen:
        i. Article VI – Wages
        ii. Article VII – Health and Welfare
        iii. Two additional Articles chosen by CSEA
        iv. Two Additional Articles chosen by the District

Both parties agree, concurrent ratification of this agreement and the 2025-2026 tentative agreement dated October 20, 2025 is required for both agreements to be valid.

CSEA Representative	10/20/25 **Date**
District Representative	10/20/25 **Date**

Prt 2

APPENDIX A	**AUTHORIZATIN TO REVIEW AN EMPLOYEES PERSONNEL FILE**
APPENDIX B	**CLASSIFIED SALARY SCHEDULE**
APPENDIX C	**CLASSIFIED POSITION RELATIONSHIPS**
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APPENDIX A

AUTHORIZATION TO REVIEW
AN EMPLOYEES PERSONNEL FILE

An employee may authorize a paid representative of a classified employee organization to which they hold membership or her/his attorney to review her/his personnel file.

Any employee has the right to view her/his own personnel file privately. Without a representative or an attorney present. An employee may be resent when a representative or an attorney, who is authorized by the employee to view her/his personnel file, actually views the personnel file.

An employee must understand that by authorizing a representative or an attorney to view her/his personnel file, the employee shall hold the District harmless should any information in the personnel file be used in an unauthorized manner.

I hereby authorize _____, a paid representative of CSEA, to view my personnel file.
(Name)

I hereby authorize _____, my attorney, to view my personnel file.
(Name)

I have read the statement above and by signing this form hold the District, the Superintendent, and the Superintendent's staff harmless should any information contained in my personnel file be used in an unauthorized manner by my representative(s).

Signed: _____

Dated: _____

Lincoln Unified School District
2025-2026 Classified Salary Schedule

	A HOURLY	A Monthly	B Hourly	B Monthl	C Hourly	C Monthly	D Hourly	D Monthly	E Hourly	E Monthly
9		$ 2,486	$ 19.26	$3,339	$20.27	$3,511	$21.27	$ 3,683	$22.34	$ 3,871
10		$ 2,544	$ 19.76	$3,425	$20.78	$3,599	$21.79	$ 3,778	$22.86	$ 3,961
11	$ 19.31	$ 3,344	$ 20.27	$3,511	$21.28	$3,686	$22.34	$ 3,872	$23.48	$ 4,066
12	$ 19.76	$ 3,425	$ 20.78	$3,599	$21.80	$3,781	$22.88	$ 3,965	$24.04	$ 4,168
13	$ 20.27	$ 3,511	$ 21.29	$3,689	$22.34	$3,872	$23.49	$ 4,069	$24.65	$ 4,271
14	$ 20.81	$ 3,607	$ 21.80	$3,781	$22.89	$3,969	$24.05	$ 4,169	$25.24	$ 4,376
15	$ 21.30	$ 3,691	$ 22.34	$3,872	$23.51	$4,074	$24.65	$ 4,271	$25.89	$ 4,488
16	$ 21.80	$ 3,781	$ 22.95	$3,974	$24.05	$4,169	$25.26	$ 4,380	$26.53	$ 4,598
17	$ 22.38	$ 3,881	$ 23.54	$4,078	$24.66	$4,273	$25.89	$ 4,488	$27.19	$ 4,713
18	$ 22.95	$ 3,974	$ 24.09	$4,179	$25.28	$4,382	$26.54	$ 4,603	$27.90	$ 4,837
19	$ 23.55	$ 4,082	$ 24.66	$4,274	$25.91	$4,489	$27.22	$ 4,719	$28.59	$ 4,955
20	$ 24.10	$ 4,181	$ 25.29	$4,383	$26.57	$4,606	$27.90	$ 4,837	$29.28	$ 5,071
21	$ 24.66	$ 4,274	$ 25.91	$4,489	$27.22	$4,719	$28.60	$ 4,956	$30.00	$ 5,201
22	$ 25.34	$ 4,390	$ 26.59	$4,608	$27.93	$4,842	$29.30	$ 5,076	$30.75	$ 5,332
23	$ 25.95	$ 4,501	$ 27.23	$4,722	$28.63	$4,965	$30.06	$ 5,208	$31.54	$ 5,465
24	$ 26.59	$ 4,608	$ 27.94	$4,844	$29.30	$5,076	$30.75	$ 5,332	$32.29	$ 5,596
25	$ 27.23	$ 4,722	$ 28.63	$4,965	$30.06	$5,208	$31.55	$ 5,471	$33.14	$ 5,744
26	$ 27.97	$ 4,848	$ 29.31	$5,081	$30.81	$5,341	$32.33	$ 5,603	$33.94	$ 5,884
27	$ 28.64	$ 4,969	$ 30.08	$5,213	$31.59	$5,477	$33.15	$ 5,745	$34.83	$ 6,035
28	$ 29.37	$ 5,091	$ 30.81	$5,341	$32.39	$5,612	$34.00	$ 5,891	$35.69	$ 6,188
29	$ 30.14	$ 5,223	$ 31.59	$5,477	$33.17	$5,748	$34.84	$ 6,038	$36.60	$ 6,340
30	$ 30.82	$ 5,342	$ 32.40	$5,617	$34.04	$5,900	$35.69	$ 6,188	$37.50	$ 6,501
31	$ 31.60	$ 5,481	$ 33.21	$5,755	$34.86	$6,043	$36.60	$ 6,341	$38.43	$ 6,663
32	$ 32.45	$ 5,619	$ 34.04	$5,900	$35.72	$6,195	$37.52	$ 6,506	$39.40	$ 6,830
33	$ 33.26	$ 5,762	$ 34.87	$6,045	$36.61	$6,345	$38.43	$ 6,663	$40.42	$ 7,005
34	$ 34.06	$ 5,907	$ 35.74	$6,199	$37.53	$6,508	$39.39	$ 6,825	$41.45	$ 7,181
35	$ 35.70	$ 6,189	$ 37.33	$6,471	$39.04	$6,767	$40.82	$ 7,077	$42.70	$ 7,400
37	$ 36.64	$ 6,352	$ 38.52	$6,675	$40.41	$7,004	$42.43	$ 7,355	$44.59	$ 7,729
38	$ 37.57	$ 6,511	$ 39.47	$6,843	$41.45	$7,181	$43.49	$ 7,540	$45.70	$ 7,923
39	$ 38.54	$ 6,681	$ 40.48	$7,013	$42.44	$7,355	$44.58	$ 7,724	$46.87	$ 8,121
41	$ 40.20	$ 6,967	$ 42.11	$7,299	$44.09	$7,640	$46.22	$ 8,009	$48.49	$ 8,407
42	$ 41.85	$ 7,253	$ 43.74	$7,584	$45.71	$7,925	$47.86	$ 8,295	$50.16	$ 8,691
43	$ 42.50	$ 7,370	$ 44.87	$7,776	$46.83	$8,116	$50.44	$ 8,741	$51.70	$ 8,959
44	$ 44.58	$ 7,728	$ 46.50	$8,060	$48.47	$8,400	$50.60	$ 8,771	$52.89	$ 9,168

HEALTH CAP- 1/1/26 $1075 a month ($12,900 a year prorated)

**Longevity pay shall be prorated for employees working less than full-time*

$25 per month increase in salary for employees who have served the District continuously for 10 years
$35 per month increase in salary for employees who have served the District continuously for 15 years
$45 per month increase in salary for employees who have served the District continuously for 20 years
$65 per month increase in salary for employees who have served the District continuously for 25 years
$75 per month increase in salary for employees who have served the District continuously for 30 years

Professional Growth Program:

Upon accumulation of each nine (9) semester units of pre-approved course work, an employee shall be awarded one Professional Growth Award. Each award shall be equal to $17 per month for each full-time employee, effective July 1, 1998. Part-time employees shall be granted a prorated portion of the $17 per month for each award

revised 2/12/20 - 2.63.% increase effective 7.1.19
revised 6/28/21 - remove range 8 revised 11/1/21 - remove 9 and 10 A
revised 2/23/22 - 5% retro to 7.1.21
revised - Board date- 10.19.22 - 7% retro to 7.1.22
revised - Board date- 11.15.23 - 8.22% retro to 7.1.23
revised - Board date- 12.18.24 -1.07% retro to 7.1.24
revised - Board date- 11.5.25 - 4.3% retro to 7.1.25 (two year, 25-26 & 26-27)

APPENDIX C
LINCOLN UNIFIED SCHOOL DISRICT
CLASSIFIED POSITION RELATIONSHIPS 2025-2026

RANGE	OPERATIONS & MAINTENANCE	FOOD SERVICE	TRANSPORTATION	CLERICAL & SECRETARIAL
9		Food Service Worker		Campus Monitor
10				Primary Language Assistant
11		Assistant Cook		
12				Account Clerk I Copy Center Operator
13				Assistant Activities Director Clerk Typist District Office Receptionist Campus Supervisor
14				Accompanist Library Aide Library Assistant Media Center Technician
15				Attendance Clerk
16		Cook Manager I Delivery Driver/ Warehouse Worker: 9 month		
17	Custodian			Paraprofessional I
18	Dist. Comp. Lib. Technician			Paraprofessional II Early Childhood Paraprofessional
19	Pool Maintenance Custodian	Cook Manager II		
20	Custodian – Night Lead		Student Transport Driver (non-bus)	Paraprofessional III
21	Custodian – Day Lead Campus Security Monitor	Point of Sale Tech & Eligibility Clerk Delivery Driver: Warehouse Worker 12 month		Account Clerk III - ECE Child Care Instructor Outreach Worker Preschool Child Care Instructor Bilingual Interpreter Parent Educator Program Instructor
22	Groundsworker I	Cook Manager III Invent. Tech & Purchasing Clerk		Copy Center Operator - Lead Multilingual Center Assistant Site Supervisor (ASP)
23			Transportation / Dispatch 1	Accounting Technician Accounting Technician - Leaves Registrar Staff Secretary
24	Groundsworker II			Paraprofessional IV
25	Public Safety/Transportation Dispatch 1		Bus Driver	Information Technology Secretary Preschool Instructor-Associate
26	Groundsworker-Lead Custodian Lead -LHS			
27			Lead Bus Driver	Speech Language Pathology Assistant
28				Payroll Technician Account Specialist Preschool Instructor-Lead
29	School Safety Officer Skilled Maint. Worker I House Manager / Sound Eng.			
30	School Safe. Off.: Night Lead			Licensed Vocational Nurse
31	Student Inform. Specialist			Student Inform. Specialist – Special Education
32	Certified Computer Tech Skilled Maint. Worker II School Safe. Off.: Day Lead			
33	Maint. Worker-Lead			Payroll Technician Lead
34				Sign Language Interpreter
37				Certified Occupational Therapy Assistant
39	Student Inform Coord.			
41	Systems Administrator			
42	Systems Administrator I			
44	Systems Administrator II Lead Mechanic			

APPENDIX D
ALTERNATIVE RETIREMENT PLAN

The qualified retirement plan for part-time employees shall be the defined benefit plan offered by SISC, the Self-Insured Schools of California.

The effective date of the plan will be November 1, 1997.

The defined benefit plan is a non-contributory plan and the school district will pay the full cost of the plan including contributions and any other associated costs.

SISC has provided the district and CSEA with a copy of their IRS determination letter stating they are a qualified retirement plan. Should there be a determination at a later date that the SISC plan did not meet IRS requirements as a qualified alternative retirement plan, the district shall be responsible for any and all plan costs incurred for the time the plan was in force until a new plan is implemented. The employee will not be responsible for any costs which may be incurred due to non qualification of the plan.

CSEA and the district reserve the option to open negotiations at any time on alternative retirement plans; however, both parties recognize that changes in plans would be effective January 1 of any calendar year.

CSEA Chapter 282 President

CSEA Chapter 282 Vice President

LUSD Representative

LUSD Representative

Appendix E

LINCOLN UNIFIED SCHOOL DISTRICT

Classified Employee – Performance Review

Name: _____ Position(s): _____

School: _____ Review covers from _____ to _____

Permanent _____ Probationary _____

Notes to Evaluator:

1. This review should be completed during the fifth month of probationary employment. This review should be completed by March 1st for employees who were permanent on or before January 1st. The district may extend this deadline if disciplinary action is pending. More frequent evaluations shall be viewed as an effort to assist the employee. Less frequent evaluations may be appropriate when the previous evaluation was excellent.

2. A rating of N or U requires a written comment with a specific example of the area of concern and a specific suggestion for improvement.

3. The evaluator may line out items that do not apply.

Note to Employee:

To assist you in your efforts to do a good job, conclusions in individual areas are based upon the way you have performed your work are summarized as follows:

Outstanding:	Consistently meets and almost always exceeds expected levels of performance.
Good:	Consistently meets and frequently exceeds expected levels of performance.
Average:	Meets and occasionally exceeds expected levels of performance.
Needs Improvement:	Does not always meet expected levels of performance. Must improve for continued employment.
Unsatisfactory:	Seldom meets expected levels of performance. Must improve for continued employment.

			O	G	A	N	U
1.	Quality of Work	Takes pride in work; work is done correctly.	☐	☐	☐	☐	☐
2.	Quantity of Work	Completes assigned tasks within time allotment; conservative in the use of time and materials.	☐	☐	☐	☐	☐
3.	Knowledge of Work	Job performance indicates complete understanding of job methods and duties; learns quickly; retains what is learned; takes proper care of equipment and supplies; does not waste materials; seeks to improve job-related skills.	☐	☐	☐	☐	☐
4.	Dependability	Follows instructions; carries out job assignments; timely in meeting commitments, assignments and timelines.	☐	☐	☐	☐	☐
5.	Attitude Toward Work	Accepts assignments willingly; conscientious; industrious, good-natured; courteous; flexible to change.	☐	☐	☐	☐	☐
6.	Initiative	Self-reliant; concentrates effort on assigned tasks; resourceful in thinking, planning and completing tasks.	☐	☐	☐	☐	☐
7.	Cooperation	Ability to work and get along with associates and public regardless of race, ethnicity, gender, age or any	☐	☐	☐	☐	☐

other factor; observes and conforms to district policies; demonstrates initiative by finding opportunities to give assistance; willing to help others.

			O	G	A	N	U
8.	Judgment	Uses dependable judgment under stress; knows when and where to refer problems; respects confidential information.	☐	☐	☐	☐	☐
9.	Personal Appearance	Reports to work in appropriate and clean attire; shows evidence of good personal hygiene and grooming.	☐	☐	☐	☐	☐
10.	Punctuality/Attendance	Maintains good attendance record; follows district procedures regarding absences; punctual.	☐	☐	☐	☐	☐
11.	Health	Physically able to perform assigned duties.	☐	☐	☐	☐	☐
12.	Safety Habits	Follows safety practices; uses due caution when hazards are involved; maintains good safety record.	☐	☐	☐	☐	☐
13.	Leadership (For lead positions only)	Demonstrates leadership skills by accepting authority and leading others; trains and instructs employees; plan, schedules, and coordinates activities.	☐	☐	☐	☐	☐
			☐ n / a				
14.	Role Model	Employee is an appropriate role model for students.	☐	☐	☐	☐	☐

Evaluator's Comments:_____

_____

_____

_____

_____

_____

Signature of Evaluator(s)

Date: _____ _____

Date: _____ _____

This performance review has been shared with me by the evaluator(s) above. My signature is required, but does not necessarily indicate agreement.

Signature of Employee

Date: _____ _____

Employee's comments (voluntary) _____

Federal Jobs Bill
Agreement

This Agreement (Agreement) is entered into between the California School Employee Association (CSEA) and the Lincoln Unified School District (District) to finalize negotiations regarding the 2010 Federal Jobs Bill Funding.

The District and CSEA Agree:

1. For the 2010-11 school year only, there shall be a total of five non-paid furlough days for 10 and 11-month employees. There are currently two furlough days already in place on November 12, 2010 and April 25, 2011. Three additional furlough days shall be implemented May 31, 2011, June 1, 2011, and June 2, 2011.

   For the 2011-12 school year only, there shall be a total of two non-paid furlough days for 10 and 11-month employees. The placement of these days shall be determined through negotiations at a later date.

2. For the 2010-11 school year only, there shall be a total of three non-paid furlough days for 12-month employees. There are currently two furlough days already in place on November 23, 2010 and November 24, 2010. The third furlough day shall be implemented on May 31, 2011. There is no need to modify payroll as a recently identified error where 12-month employees contracts were established with three furlough days.

   For the 2011-12 school year only, there shall be a total of three non-paid furlough days for 12-month employees. The placement of these days shall be November 21, 2011, November 22, 2011 and November 23, 2011. As a side-note, although it is a leap year, the 2011-12 school year has 261 workdays. With 3 furlough days this would be 258 days of compensation.

3. The District will provide all active classified employees who are not purchasing health benefits from the District with a one-time bonus of $300. This bonus will be prorated for part-time employees and employees who were not employed on July 1, 2010. Employees hired after the signing of this agreement shall not be eligible for this bonus. This bonus will be paid in one installment no later than May 10, 2011.

4. The District will provide all active classified employees purchasing health benefits from the District with a one-time bonus of $973. This bonus will be prorated for part-time employees and employees who were not employed on July 1, 2010. Employees hired after the signing of this agreement shall not be eligible for this bonus. This bonus will be paid in one installment no later than May 10, 2011.

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the California School Employees Association (CSEA) and the Lincoln Unified School District (District) to memorialize an understanding regarding 12-month work calendars for the 2013-14 school year and stipends for educational degrees.

The District and CSEA agree to all of the following:

1. For the 2013-14 school year, 12 month employees will have a non-work day on November 27, 2013;
2. To administer a survey in the September 2013 pay check regarding classified employees and educational degrees;
3. To review survey results and negotiate development of educational stipends for classified employees for 2014-15 school year.

Nancy McCow
CSEA Representative

8-14-13
Date

District Representative

8/14/13
Date

Appendix H

SIDE LETTER AGREEMENT

California School Employees Association (CSEA) and Lincoln Unified School District (DISTRICT) mutually agree that only employees in paid status on date of Board ratification of the Tentative Agreement dated August 14, 2013 will be subject to the wage increase or retroactive compensation.

Nancy McLow 9/3/13

9/3/13