

TENTATIVE AGREEMENT

Between

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

**BUTTE COUNTY OFFICE OF EDUCATION CHAPTER #736 ("CSEA")
[Office, Clerical, Technical and Maintenance & Operations Unit]**

The parties agree to the following modifications in the Collective Bargaining Agreement. The parties further agree that changes to the Collective Bargaining Agreement are effective upon ratification:

ARTICLE 16

LAYOFF AND REEMPLOYMENT

A. Layoff Definition

A layoff is an involuntary separation of a permanent classified employee from the classified service directly caused by a lack of work (elimination of services) or a lack of funds (including the expiration of a specially funded program). Layoff includes any reduction in hours of employment or assignment to a classification in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

B. Reason for layoff

Layoff shall occur only for a lack of work or lack of funds in accordance with Education Code sections §45117, §45298, and §45308.

C. Notice of Layoff:

1. Notice of layoff shall be provided in accordance with the provisions of applicable law. (Ed. Code section 45117.)
2. When BCOE will lay off a classified employee for the ensuing year due to lack of work or lack of funds, a written preliminary notice of layoff must be served to the employee no later than March 15, except as provided by law.
3. When BCOE will lay off a classified employee due to the expiration of a specially funded program, a written notice of layoff must be served to the employee not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and their

displacement rights, if any, and reemployment rights.

4. Notice shall be served personally or sent by certified mail to affected employees at their last address on file with the BCOE.
 5. The notice shall contain:
 - a) The reason for the layoff;
 - b) The effective date;
 - c) The employee's displacement rights, if any;
 - d) The employee's reemployment rights; and
 - e) The employee's hearing rights, if the layoff is not due to the expiration of a specially funded program
 6. A copy of each employee's layoff notice will be sent to the CSEA chapter President.
- D. The Superintendent or Designee shall notify CSEA Chapter #736 President in writing prior to the date of any layoff notices being sent to bargaining unit employees. The Superintendent or Designee and CSEA Chapter #736 shall meet sufficiently in advance of the notices being sent in order to determine the order of layoff within the provisions of this agreement and to begin negotiating the impacts and effects of the layoffs and/or to negotiate the decision and effects of proposed reductions in hours. By no later than the date the layoff notices are sent to employees, the Superintendent or Designee shall also provide CSEA with a copy of the seniority list and information showing where it anticipates each employee who may be affected by layoff has bumping rights.
- E. Hearing Rights:
1. Except as provided by law, a classified employee subject to layoff may request a hearing to determine if cause exists for not reemploying the employee the following school year. A request for hearing must be in writing and delivered to the Superintendent or designee within seven (7) calendar days after the date the notice of layoff is served on the employee. A failure to request a hearing within this time frame shall constitute a waiver of the employee's right to a hearing.
 2. If a hearing is properly requested, the proceedings shall be conducted consistent with Education Code section 45117(c) and other applicable provisions of law.
 3. A final notice of layoff shall be given to the employee before May 15 unless a continuance is granted after an employee's request for hearing is submitted. If a continuance is granted, the date to serve the final notice of layoff will be extended the number of calendar days of

the continuance.

F. Order of Layoff and Reemployment

1. Order of layoff shall be determined in accordance with the provisions of applicable law. (Ed. Code section 45308.)
2. Whenever a permanent classified employee is laid off, the order of layoff within a classification shall be determined by seniority. The employee who has been employed the shortest time in the classification plus lateral or higher paid classifications, shall be laid off first.
3. Seniority is determined based upon the earliest date of hire within the classification, a lateral classification on the salary schedule or a higher classification and without regard to hours the employee has been in paid status.
4. Reemployment shall be in the reverse order of layoff.

G. Bumping Rights

Process for Implementing Layoffs and Bumping Rights: The following process will be used for implementing layoffs:

1. In the event a position is eliminated that is held by an employee who is not the least senior employee in the classification, the following process will be used.
 - Step 1: If there is another position in the classification with a job profile that most closely approximates their weekly work hours, and which has the same or less annual hours they shall be able to bump into that position.
 - Step 2: (if needed): If there are no positions in the classification that have a job profile with the same or less annual hours, the employee whose position has been eliminated will be allowed to bump an employee in the classification with greater annual hours. The employee under these circumstances must bump the least senior employee in the classification with greater annual hours.
2. The process outlined in Article 16.G.1 directly above will also be used by employees bumping into lateral or lower classifications. (Lateral refers to a classification paid on the same range as the classification from which they are bumping).
 - a) In the event there are multiple positions that are of equal job profiles in which the employee has bumping rights to, unless there is a vacancy in a previously held position of equal job profile, the employee will be bumped into the position most recently held.

H. Voluntary Layoff in Lieu of Bumping

A regular employee who elects a layoff in lieu of bumping maintains their rights under this agreement.

I. Equal Seniority

If two (2) or more employees, subject to layoff, have equal seniority in a classification, then the determination as to who shall be laid off shall be made on the basis of earliest hire date in any classification. If two (2) or more employees still have equal seniority in a classification, then the determination as to who shall be laid off shall be made by lot with the affected employees present.

1. The process for the lot will be by drawing straws with the shortest straw drawn resulting in the layoff. The order in which the straws are drawn will be determined by the order of birthdays of the affected employees in the calendar year, with the earliest birthday drawing first. A representative from the CSEA executive board will be present.

J. Salary Placement for Employees Exercising Bumping Rights

When an employee exercises their bumping rights into a lateral classification, the employee shall remain on their current range and step. When an employee exercises their bumping rights into a previously held position in a lower classification paid on a lower salary range, such employee shall be placed on the salary step on the lower range that ensures against any loss of pay. If there is no step on the lower range that ensures against a loss of pay, the employee shall be frozen at their existing range and step until such time that the lower classification has a step that equals or exceeds the rate of pay at which the employee was frozen.

K. Reemployment Rights

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months in their previously held classification and shall be reemployed in preference to new applicants. An employee on a reemployment list shall be notified of all employment opportunities for the classification they were laid off from (Education Code § 45298).

1. In addition, such employees laid off shall have the right to apply for promotional positions within BCOE during the thirty-nine (39) month period. Such employees shall also have the right to be employed in preference to outside applicants into any vacant position in any classification for which they have applied and qualified, as determined by test or assessment by BCOE. It shall be the laid off employee's obligation to notify The Superintendent or Designee that they believe they are qualified to serve in any classification, and The

Superintendent or Designee shall be obligated to provide any applicable qualifying test or assessment in a timely manner. It is recommended that an employee provide such notice as soon after receiving a layoff notice as possible in order to allow the Superintendent or Designee to “pre-qualify” them in any classification they believe they are qualified to serve.

L. Voluntary Demotion or Voluntary Reduction in Assigned Time

Regular employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee’s option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within a sixty-three (63) month period, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

M. Retirement in Lieu of Layoff

A regular employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. At least ten (10) workdays prior to the effective date of the proposed layoff, such employee shall complete and submit a form provided by The BCOE for this purpose. The employee shall be placed on the appropriate reemployment list. The BCOE shall notify the Board of Administration of PERS of the fact that retirement was due to layoff. If the employee subsequently accepts, in writing, a vacant position, the BCOE shall maintain the vacancy, but may fill it on a temporary basis, until PERS has properly processed the request for reinstatement from retirement.

N. Seniority List

The Superintendent or Designee will establish a seniority list and make available to the bargaining unit no later than January 10th of each year. An updated seniority list will be given to the CSEA president prior to any layoff notices being issued. The updated seniority list will be made available to the bargaining unit within five (5) business days of issuance of any layoff notice.

O. Notification of Reemployment Opening

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing of an opening. It is the employee’s responsibility to ensure The Superintendent or Designee has a current address to which such notices shall be sent. Such notice shall be sent by Certified Mail to the last address given by the employee, and a copy shall be sent to the CSEA Chapter #736 President. Employee notification shall be considered effective three (3) mail days following delivery or upon receipt, whichever occurs first.

P. Employee Notification to The BCOE

An employee shall notify The BCOE of their intent to accept or refuse reemployment within

fourteen (14) calendar days of the effective date of the reemployment notification. If the employee accepts reemployment, the employee must report to work within twenty (20) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list.

Q. Reemployment in Highest Classification

Employees shall be reemployed in the classification with the highest pay range, and in the assignment with the most available hours in that classification, in accordance with their seniority in any classification in which they hold seniority. Employees who elect a reduction in hours or who accept a position in a classification that is lower than their former classification shall retain their original sixty-three (63) month reemployment rights to a position in the former classification from which they were serving when actually laid off.

R. Seniority During Layoff

Upon return to work, all time during which an individual was in layoff status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual shall not accrue vacation, sick leave, holidays, or other leave benefits.

S. Accumulated Seniority

If an employee is laid off and is subsequently reemployed within thirty-nine (39) months of the layoff, all time accumulated for seniority purposes prior to the effective date of layoff shall be credited to the employee's records.

T. Sick Leave Benefits

If an employee is reemployed within thirty-nine (39) months of the layoff, all unused sick leave accumulated prior to the effective date of the layoff shall be credited to the employee's record.

U. Vacation Benefits

If an employee is reemployed within thirty-nine (39) months of the date of the layoff, the employee shall regain vacation longevity held prior to layoff.

V. Salary Placement

Salary placement for employees reemployed after a layoff shall be determined as follows:

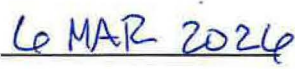
1. If a laid off employee is subsequently reemployed in a lateral or lower classification within thirty-nine (39) months of the date of layoff, the employee will be placed on the salary step in effect at date of layoff.
2. If the employee is reemployed in a higher classification, they shall be placed on the step they were last placed on when employed in the higher classification.

3. If a laid off employee subsequently returns within thirty-nine (39) months of the date of layoff and is employed in a lateral or lower classification in which they have not previously served, the employee will be placed on the appropriate range at the salary step in effect at date of layoff.
4. If a laid off employee returns within thirty-nine (39) months and is employed in a higher classification in which they have not previously served, the employee shall be placed on the salary schedule as indicated in Article 5, Section B (2).


Mary Sakuma, Superintendent
Butte County Office of Education


Date


Teri Carter, President, CSEA #736


Date

TENTATIVE AGREEMENT

Between

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

**BUTTE COUNTY OFFICE OF EDUCATION CHAPTER #736 ("CSEA")
[Office, Clerical, Technical and Maintenance & Operations Unit]**

The parties agree to the following modifications in the Collective Bargaining Agreement. The parties further agree that changes to the Collective Bargaining Agreement are effective upon ratification:

ARTICLE 16

LAYOFF AND REEMPLOYMENT

A. Layoff Definition

A layoff is an involuntary separation of a permanent classified employee from the classified service directly caused by a lack of work (elimination of services) or a lack of funds (including the expiration of a specially funded program). Layoff includes any reduction in hours of employment or assignment to a classification in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff, defined as any termination of employment due to lack of work or lack of funds. ~~(Education Code § 45101(g)).~~

B. Reason for layoff

Layoff shall occur only for a lack of work or lack of funds in accordance with Education Code sections

§45117, §45298, and §45308.

C. Notice of Layoff:

1. Notice of layoff shall be provided in accordance with the provisions of applicable law. (Ed. Code section 45117.)
2. When BCOE will lay off a classified employee for the ensuing year due to lack of work or lack of funds, a written preliminary notice of layoff must be served ~~to~~ the employee no later than March 15, except as provided by law.
3. When BCOE will lay off a classified employee due to the expiration of a specially funded

program, a written notice of layoff must be served ~~to~~ the employee not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

4. Notice shall be served personally or sent by certified mail to affected employees at their last address on file with the BCOE.
5. The notice shall contain:
 - a) The reason for the layoff;
 - b) The effective date;
 - c) The employee's displacement rights, if any;
 - d) The employee's reemployment rights; and
 - e) The employee's hearing rights, if the layoff is not due to the expiration of a specially funded program.

e)6. A copy of each employee's layoff notice will be sent to the CSEA chapter President.

D. The Superintendent or Designee shall notify CSEA Chapter #736- President in writing prior to the date of any layoff notices being sent to bargaining unit employees. The Superintendent or Designee and CSEA Chapter #736 shall meet in sufficiently in advance of the notices being sent in order to determine the order of layoff within the provisions of this agreement and to begin negotiating the impacts and effects of the ~~proposed~~ layoffs and/or to negotiate the decision and effects of proposed reductions in hours. By no later than the date the layoff notices are sent to employees, the Superintendent or Designee shall also provide CSEA with a copy of the seniority list and information showing where it anticipates each employee who may be affected by layoff has bumping rights and determine the order of layoff within the provisions of this agreement.

D-E. Hearing Rights:

1. Except as provided by law, a classified employee subject to layoff may request a hearing to determine if cause exists for not reemploying the employee the following school year. A request for hearing must be in writing and delivered to the Superintendent or designee within seven (7) calendar days after the date the notice of layoff is served on the employee. A failure to request a hearing within this time frame shall constitute a waiver of the employee's right to a hearing.
2. If a hearing is properly requested, the proceedings shall be conducted consistent with Education Code section 45117(c) and other applicable provisions of law.
3. A final notice of layoff shall be given to the employee before May 15 unless a continuance is

granted after an employee's request for hearing is submitted. If a continuance is granted, the date to serve the final notice of layoff will be extended the number of calendar days of the continuance.

~~E. Seniority~~

~~Seniority within a classification is defined in Article 3.~~

F. Order of Layoff and Reemployment

1. Order of layoff shall be determined in accordance with the provisions of applicable law. (Ed. Code section 45308.)

2. When ~~ever~~ a permanent classified employee is laid off, the order of layoff within a classification shall be determined by seniority. ~~The employee who has been employed the shortest time in the classification plus lateral or higher paid classifications, shall be laid off first. ,as defined in article 3.~~

3. ~~Seniority is determined based upon the earliest date of hire within the classification, a lateral classification on the salary schedule or a higher classification and without regard to hours the employee has been in paid status.~~

~~3.4. The employee with the least seniority shall be laid off first.~~ Reemployment shall be in the reverse order of layoff. ~~(Education Code §45308).~~

G. Bumping Rights

~~Providing they have seniority, a regular~~ Process for Implementing Layoffs and Bumping Rights:

~~The following process will be used for implementing layoffs: employee laid off from the employee's present classification may bump:~~

1. In the event a position is eliminated that is held by an employee who is not the least senior employee in the classification, the following process will be used.

Step 1: If there is another position in the classification with a job profile that most closely approximates their weekly work hours, and which has the same or less annual hours they shall be able to bump into that position.

Step 2: (if needed): If there are no positions in the classification that have a job profile with the same or less annual hours, the employee whose position has been eliminated will be allowed to bump an employee in the classification with greater annual hours. The employee under these circumstances must bump the least senior employee in the classification with greater annual hours.

2. The process outlined in Article 16.G.1 directly above will also be used by employees bumping into lateral or lower classifications. (Lateral refers to a classification paid on the same range as the classification from which they are bumping).

a) In the event there are multiple positions that are of equal job profiles in which the employee has bumping rights to, unless there is a vacancy in a previously held position of equal job profile, the employee will be bumped into the position most recently held.

~~1. Into an equal Salary Schedule 6a & 6b range classification in which the employee previously served at the BCOE.~~

~~2. Into a lower classification in which the employee has previously served at the BCOE.~~

H. Voluntary Layoff in Lieu of Bumping

A regular employee who elects a layoff in lieu of bumping maintains ~~the employee's~~their rights under this agreement.

I. Equal Seniority

If two (2) or more employees, subject to layoff, have equal seniority in a classification, ~~then the employee with the determination as to who shall be laid off shall be made on the basis of~~ earliest ~~initial~~ hire date in any ~~regular CSEA 736 bargaining unit position shall be considered the more senior employee~~classification. If two (2) or more employees still have equal seniority in a classification, then the determination as to who shall be laid off shall be made by lot with the affected employees present.

1. The process for the lot will be by drawing straws with the shortest straw drawn resulting in the layoff. The order in which the straws are drawn will be determined by the order of birthdays of the affected employees in the calendar year, with the earliest birthday drawing first. A representative from the CSEA executive board will be present.

J. Salary Placement for Employees Exercising Bumping Rights

When an employee exercises their bumping rights into a lateral classification, ~~paid on the same salary range, the employee~~ shall remain on their current range and step. When an employee exercises their bumping rights into a previously held position in a lower classification paid on a lower salary range, ~~such employee~~they shall be placed on the salary step on the lower range that ensures against any loss of pay. If there is no step on the lower range that ensures against a loss of pay, the employee shall be frozen at their existing range and step ~~for a least one (1) year~~ ~~or~~ until such time that the lower classification has a step that equals or exceeds the rate of pay at which the employee was frozen. ~~If there is a step or steps in the lower range that ensures against a loss of pay, but all such steps provide a higher salary than the employee's existing~~

~~range and step, then they will be frozen at their existing range until they are eligible for their next step increase.~~

K. Reemployment Rights

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months in their previously held classification and shall be reemployed in preference to new applicants. An employee on a reemployment list shall be notified of all employment opportunities for the classification they were laid off from (Education Code § 45298).

1. In addition, such employees laid off shall have the right to apply for promotional positions within BCOE during the thirty-nine (39) month period. Such employees shall also have the right to be employed in preference to outside applicants into any vacant position in any classification for which they have applied and qualified, as determined by test or assessment by BCOE. It shall be the laid off employee's obligation to notify The Superintendent or Designee that they believe they are qualified to serve in any classification, and The Superintendent or Designee shall be obligated to provide any applicable qualifying test or assessment in a timely manner. It is recommended that an employee provide such notice as soon after receiving a layoff notice as possible in order to allow the Superintendent or Designee to "pre-qualify" them in any classification they believe they are qualified to serve.

L. Voluntary Demotion or Voluntary Reduction in Assigned Time

Regular employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within a sixty-three (63) month period, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

M. Retirement in Lieu of Layoff

A regular employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. At least ten (10) workdays prior to the effective date of the proposed layoff, such employee shall complete and submit a form provided by ~~T~~the BCOE for this purpose. The employee shall be placed on the appropriate reemployment list. The BCOE shall notify the Board of Administration of PERS of the fact that retirement was due to layoff. If the employee subsequently accepts, in writing, a vacant position, the BCOE shall maintain the vacancy, but may fill it on a temporary basis, until PERS has properly processed the request for reinstatement from retirement.

N. Seniority List Roster

The BCOE Superintendent or Designee will establish a seniority ~~roster for each affected~~ classification. The roster will be list and make available to the bargaining unit no later than January 10th of each year. An updated seniority list will be given to the CSEA president prior to any layoff notices being issued. The updated seniority list will be made available to the bargaining unit within five (5) business days of issuance of any layoff notice.

O. Notification of Reemployment Opening

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing of an opening. It is the employee's responsibility to ensure The Superintendent or Designee has a current address to which such notices shall be sent. Such notice shall be sent by Certified Mail to the last address given by the employee, and a copy shall be sent to the CSEA Chapter #736 President. Employee notification shall be considered effective three (3) mail days following delivery or upon receipt, whichever occurs first.

P. Employee Notification to Tthe BCOE

An employee shall notify Tthe BCOE of their intent to accept or refuse reemployment within ten (10) working fourteen (14) calendar days of the effective date of the reemployment notification. If the employee accepts reemployment, the employee must report to work within twenty (20) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies Human Resources, in writing, of refusal of reemployment within ten (10) workdays after the receipt or attempted delivery of the reemployment notice.

Q. Reemployment in Highest Classification

Employees shall be reemployed in the classification with the highest pay range, and in the assignment with the most available hours in that classification, in accordance with their seniority in anythe classification as defined in Article 3 which they hold seniority. Employees who elect a reduction in hours or who accept a position in a classification that is lower than their former classification shall retain their original sixty-three (63) month reemployment rights to a position in the former classification. classification from which they were serving when actually laid off.

R. Seniority During Layoff

Upon return to work, all time during which an individual was in layoff status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual shall not accrue vacation, sick leave, holidays, or other leave benefits.

S. Accumulated Seniority

If an employee is laid off and is subsequently reemployed within thirty-nine (39) months of the layoff, all time accumulated for seniority purposes prior to the effective date of layoff shall be credited to the employee's records.

T. Sick Leave Benefits

If an employee is reemployed within thirty-nine (39) months of the layoff, all unused sick leave accumulated prior to the effective date of the layoff shall be credited to the employee's record.

U. Vacation Benefits

If an employee is reemployed within thirty-nine (39) months of the date of the layoff, the employee shall regain vacation longevity held prior to layoff.

V. Salary Placement

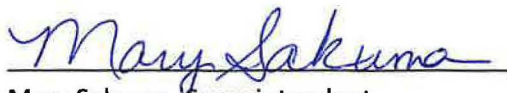
Salary placement for employees reemployed after a layoff shall be determined as follows:

1. If a laid off employee is subsequently reemployed in a lateral or equal or lower classification within thirty-nine (39) months of the date of layoff, the employee will be placed on the salary step in effect at date of layoff. If the employee returns, within thirty-nine (39) months, to a higher classification, the employee shall be placed on the salary schedule as indicated in Article 5, paragraph B.2.

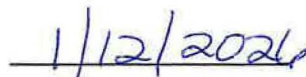
2. If the employee is reemployed in a higher classification, they shall be placed on the step they were last placed on when employed in the higher classification.

3. If a laid off employee subsequently returns within thirty-nine (39) months of the date of layoff and is employed in a lateral or lower classification in which they have not previously served, the employee will be placed on the appropriate range at the salary step in effect at date of layoff.

4. If a laid off employee returns within thirty-nine (39) months and is employed in a higher classification in which they have not previously served, the employee shall be placed on the salary schedule as indicated in Article 5, Section B (2).



Mary Sakuma, Superintendent
Butte County Office of Education



Date



Teri Carter, President, CSEA #736



Date