

COLLECTIVE BARGAINING AGREEMENT

Between

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

CHAPTER #736 ("CSEA")

[Office, Clerical, Technical and Maintenance & Operations Unit]

JULY 1, 2024

TO

JUNE 30, 2027

SIGNED AND DATED AS FOLLOWS:

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

Mary Sakuma, Superintendent

Signature: Mary Sakuma

Date: 5/7/2025

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 736

Heidi Burns, Representative, CSEA # 736

Signature: H. Burns

Date: 4.29.25

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Chapter 736

[Office, Clerical, Technical and Maintenance & Operations Employees]

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1 **ARTICLE 1**

2 **AGREEMENT**

3 Pursuant to California Government Code Chapter 10.7 et.seq., the Butte County
4 Superintendent of Schools (hereinafter referred to as Superintendent) and the California School
5 Employees Association, Chapter 736 (hereinafter referred to as CSEA 736) have met and
6 negotiated in good faith on various items concerning wages, hours and other terms and
7 conditions for classified employees.

8 As a result of the aforementioned meet and negotiate sessions and consultations in
9 good faith, the Superintendent and CSEA 736 have reached agreement as provided in this
10 contract, pursuant to California Government Code Chapter 10.7 et.seq., for a period beginning
11 July 1, 2024, and ending June 30, 2027.

12 **ARTICLE 2**

13 **RECOGNITION**

14 A. Recognition

- 15 1. The Superintendent recognizes CSEA 736 as the exclusive representative for the purposes of
16 the Educational Employee Relations Act (Government Code Section 3540 et.seq., Title 1,
17 Division 4, Chapter 10.7) for the full-time/part-time classified employees identified as:
18 office, clerical, technical, and maintenance & operations.
- 19 2. Excluded from recognition are those employees designated as: all other classified
20 employees, substitute and temporary employees, management, and confidential.
21 Management employee means any employee in a position having significant responsibilities
22 for formulating policy or administering programs. Confidential employee means any
23 employee who has access to, or possesses information relating to, collective bargaining
24 processes of the employer.

25 B. Organizational Security

- 26 1. Membership in CSEA 736 shall be voluntary. The BCOE shall refer all employee questions
27 about CSEA or dues to the CSEA Labor Relations Representative.
- 28 2. The BCOE shall not interfere with the terms of any agreement between CSEA 736 and a
29 BCOE employee with regard to that employee's membership in CSEA, including but not
30 limited to automatic yearly renewal unless the worker drops out during a specified window
31 period. The BCOE need not keep track of this period, which shall be tracked by CSEA within
32 its membership database and be communicated to the BCOE by CSEA.
- 33 3. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular
34 membership dues.

1 C. Dues Deduction

- 2 1. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the
- 3 wages of all employees who are members of CSEA 736.
- 4 2. The BCOE shall refer all employee requests to revoke membership to the CSEA Labor
- 5 Relations Representative and shall obtain their representative's approval on behalf of the
- 6 union before processing any revocation request.
- 7 3. The employer shall not be obligated to put into effect any new or changed deductions until
- 8 the pay period immediately following submission to the Payroll Department, providing that
- 9 the information was received prior to the published payroll deadline. Submission received
- 10 after the payroll deadline will be put into effect during the next payroll cycle.
- 11 4. There shall be no charge by the employer to CSEA for regular membership dues deductions.

12 D. Membership Information

- 13 1. The BCOE shall take all reasonable steps to safeguard the privacy of CSEA 736 members'
- 14 personal information, including, but not limited to, members' Social Security Numbers,
- 15 personal addresses, personal phone number, personal cellular phone number and status as
- 16 a union member.
- 17 2. The BCOE shall use its best efforts using its technology operating procedures to filter out
- 18 unsolicited emails.

19 E. Hold Harmless Provision

- 20 1. CSEA shall defend and indemnify the BCOE for any claims arising from its compliance with
- 21 this article for any claims made by the employee for deductions made in reliance on
- 22 information provided by the employee organization to the employer to cancel or change
- 23 membership dues authorization. The employer shall be required to promptly notify CSEA of
- 24 any claims made by employees relating to dues authorization.
- 25 2. CSEA shall have the exclusive right to decide and determine whether any such action shall
- 26 be compromised, resisted, defended, tried or appealed.

27 **ARTICLE 3**

28 **DEFINITIONS**

29 Academic Year is the period from August through June when students are normally required to be in

30 attendance and includes all recess periods falling within that time span.¹

31 Allocation is the placement of a class on a specific salary range schedule range or rate.

32 Anniversary Date is July 1 pursuant to Article 5.B.¹

33 Bumping Right is the right of a unit member, under certain conditions, to displace an employee with

34 less seniority in a class.²

1 Classification means that each position in the classified service shall have a designated title; a
2 regular minimum number of assigned hours per day, days per week, and months per year; a
3 statement of the specific duties required to be performed in each such position; and the regular
4 hourly salary range for each such position.

5 Demotion is a change in assignment of a unit member from a position in one class to a position in
6 another class that is allocated to lower maximum salary rate or an assignment to an inferior status.³

7 Differential is a salary allowance in addition to the basic rate or schedule based upon additional
8 skills, responsibilities, hours of employment, distasteful or hazardous work.⁴

9 Fiscal Year and School Year is July 1 through June 30.⁵

10 Health and Welfare Benefits means any form of insurance or similar benefit programs, including, but
11 not limited to, medical hospitalization, surgical, prescription drug, dental, optical, psychiatric, life,
12 disability, prepaid legal, income protection insurance, or annuity programs.⁶

13 Incumbent is a unit member assigned to a position and who is currently in service or on leave from
14 the position.⁷

15 Industrial Accident or Illness is an injury or illness arising out of or in the course of employment with
16 the Superintendent.⁸

17 Involuntary Demotion is a demotion without the unit member's voluntary written consent.⁹

18 Job Description is the description of the duties, responsibilities, minimum qualifications, and
19 authority of positions.

20 Leave and Transfer Policies means any policy concerning any form of leave or transfer including, but
21 not limited to, sick leave, vacations, personal leave, industrial accident or illness, holidays, training
22 leave, or transfer of an employee from one site to another.¹⁰

23 Minimum Qualifications are qualifications mandated for the position and which must be possessed
24 by a unit member before they can be considered for employment in a specific class. Minimum
25 qualifications shall be determined by mutual agreement between CSEA 736 and the
26 Superintendent.¹¹

27 Permanent Employee is a regular employee who successfully completes an initial probationary
28 period, which shall not exceed six (6) work months of service beyond the initial date of employment
29 by the Superintendent.¹²

30 Probationary Employee is a regular employee who will become permanent upon completion of a
31 prescribed probationary period.

32 Promotion is a change in the assignment of a unit member from a position in one class to a vacant
33 position in another class with a higher maximum salary rate.

34 Reallocation is movement of an entire class from one salary range or rate to another salary range or
35 rate.¹³

36 Reclassification is the upgrading of a position to a higher class as a result of the increase of the
37 duties and/or responsibilities being performed by the incumbent in such position.

38 Reemployment is the return to duty of a unit member who has been placed on a reemployment
39 list.¹⁴

40 Reemployment List is a list of names of persons who have been laid off for lack of work or lack of
41 funds, exhaustion of sick leave, industrial accident or illness, or other privileges, and who are eligible
42 for reemployment without examination in their former class for a period of thirty-nine (39) months,

said list arranged in order of their right to reemployment rights.

Regular Employee is an employee, whether permanent, probationary, full-time, part-time, who is not restricted, substitute, short-term, or student employee.¹⁵

Restricted Employee is an employee hired pursuant to any local, state or federally funded program which restricts employment to persons in low income groups, designated impoverished areas and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this contract.¹⁶

Safety Conditions of Employment means any work-related condition affecting health, safety or welfare of the employee.

Salary Rate is a specific amount of money paid for a specific period of service.

Salary Schedule is a series of salary steps and ranges, which comprise the rates of pay for all classes.

Salary Step is one of the salary levels within the range of rates for a class.

Seniority in Classification is based upon the earliest date of hire in the employee's current classification, any classification with an equal salary range in which they have served, or any classification with a higher salary range in which they have served.

Short-term Employee is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.

Substitute Employee is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

Voluntary Demotion is a demotion agreed to in writing by a unit member and the Superintendent.

1. Education Code Section 45102
2. Education Code Section 45308, 45298
3. Education Code Section 45101
4. Education Code Section 45182
5. Education Code Section 37200
6. Education Code Section 53200-53209
7. Education Code Section 45103
8. Education Code Section 44043, 45192
9. Government Code Section 3543.2; Education Code Sections 45101, 45190, 45207
10. Government Code Section 3543.2; Education Code Sections 45101, 45190, 45207
11. Government Code Sections 3543.1, 3543.2
12. Government Code Section 3543.1, 3543.2; Education Code Sections 45113, 45301, 45101(b)
13. Government Code Section 3543.2; Education Code Section 45285
14. Government Code Section 3543.2; Education Code Sections 45192, 45298, 45308
15. Education Code Sections 45103, 45256-45259
16. Education Code Section 45105

ARTICLE 4

WORKDAY, WORKWEEK, WORK YEAR

A. Workday

The regular full-time workday shall be seven and one-half (7.5) hours exclusive of a meal period of at least thirty (30) minutes or more. Hours shall be flexible Monday through Friday, 7:00 a.m. to 5:00 p.m. with approval of department head.

B. Workweek

The regular full-time workweek shall be a schedule of workdays Monday through Friday, within

a seven (7) consecutive day period. It shall consist of thirty-seven and one-half (37.5) hours of work beginning with a period of five (5) consecutive full-time workdays.

C. Work Year

The regular work year shall be twelve (12) months. The work year may be designated as ten (10) or eleven (11) months by mutual agreement of CSEA 736 and the Superintendent.

D. Modifications

If the work needs of the Superintendent necessitate, working conditions described herein may be mutually modified as provided by law. In the event of an emergency, the Superintendent may make a temporary adjustment to the work schedule. The CSEA 736 Chapter President shall be notified within two (2) days of all agreed-upon permanent or emergency temporary work schedule modifications.

E. Rest/Meal Periods

Unit members shall be entitled to one (1) fifteen (15) minute period for each three and three-quarters (3.75) hours of duty. Meal periods of thirty (30) minutes to sixty (60) minutes shall be mutually scheduled at each work area/site.

ARTICLE 5

COMPENSATION

A. Salary Schedule

1. CSEA 736 is comprised of regular employees of the BCOE whose job titles appear on Salary Schedule 6a and 6b.
2. Effective July 1, 1995, unit members occupying positions identified by management as requiring utilization of a second language other than English (bilingual) shall be paid an additional five percent (5%) of their regular monthly salary. The additional five percent (5%) will cease upon the unit member's transfer or promotion into a position that is not identified as a bilingual position or management determines the position no longer requires utilization of a second language other than English.

B. Step Advancement

1. Employees commencing work between July 1 and January 15 of any fiscal year will be eligible for a step advancement on the following July 1. Employees commencing work on or after January 16 will not be eligible for step advancement until July 1 of the following year.
 - a) Bargaining unit members, who are eligible for a step advancement as defined in Article 5. B. 1, who are promoted, voluntarily demoted, or reclassified shall be eligible for step advancement on July 1st immediately following the promotion, demotion or

1 reclassification.

2 2. Unit members changing classifications upward shall enter the new classification on the step
3 which is at least five percent (5%) higher than they had been receiving in their current
4 classification. In special circumstances where the unit member's skills, knowledge, abilities
5 and/or experience warrant, Human Resources and the Chapter President may agree upon a
6 higher step placement.

7 a) Employees assigned and working in a higher classification for any period of five (5) days
8 or more in a fifteen (15) day calendar period shall receive the rate of pay for the higher
9 classification for those days worked.

10 3. Receipt of four (4) or more "requiring improvement/not satisfactory" marks may preclude a
11 step advancement until a subsequent satisfactory evaluation.

12 C. Overtime

13 1. The requirement to work overtime shall be a management prerogative.

14 2. Overtime shall be paid to unit members for all work suffered or permitted over seven and
15 one-half (7.5) hours per day of thirty-seven and one-half (37.5) compensable hours in one
16 workweek.

17 3. Compensation shall be paid at the rate of time and one-half. It shall be paid by the
18 succeeding month's variable payroll date for hours accumulated during the preceding
19 month. Example: One (1) hour of overtime occurring on September 14 would be paid (if not
20 taken as compensating time) on the October variable payroll by November 10th.

21 4. Unit members may take compensating time off at the rate of time and one-half with
22 management approval.

23 D. Longevity Pay

24 1. Longevity pay is awarded as follows:

25 a. Ten (10) complete years of employment \$1,200

26 b. Fifteen (15) complete years of employment \$1,500

27 c. Twenty (20) complete years of employment \$1,800

28 d. Twenty-five (25) complete years of employment, \$2,400

29 2. Longevity pay shall be computed and based on complete years of service and initiated
30 during the pay period following the beginning month of longevity qualifications. Unit
31 members shall receive an amount of longevity bonus based on the ratio of employment
32 hours and month to full time.

33 E. Professional Growth and Educational Program

34 1. Eligibility: All employees are eligible to enter the Professional Growth and Educational

1 Program.

2 2. Review Committee: A Professional Growth and Education Review Committee shall be
3 established. The composition of this committee shall be as follows;

4 a) Two (2) classified employees selected by CSEA 736 to represent the classes of the
5 bargaining unit.

6 b) Two (2) employees appointed by the Superintendent. The Superintendent will appoint
7 the chair of this committee.

8 c) The duties of the committee shall include:

9 i. Hear and decide requests for professional growth and education decisions and
10 make recommendations to Superintendent for approval or denial. The
11 Superintendent will make the final decision.

12 ii. Recommend additional or revised professional growth and education policy.

13 3. Criteria for Professional Growth and Educational Credit:

14 a) Units must be related to the education field and/or work related.

15 b) Units must be taken outside regular work hours to be eligible for equivalent credit under
16 the Professional Growth and Educational Program. In the event the employee attends a
17 conference, workshop, or program and either pays for college units or receives
18 department credit for that time spent after regular school hours, the Committee will
19 grant college credit or educational credit at the rate of fifteen (15) hours = one (1) unit.

20 c) Units paid for by the employee are acceptable for credit.

21 d) Units paid for by the Office of Education will not be credited to the Professional Growth
22 and Educational Program.

23 e) Employees can earn a maximum of four (4) units in the Professional Growth and
24 Educational Program.

25 f) Current employees holding a degree in any field will qualify for a stipend under the
26 Professional Growth and Educational Program. Positions requiring a degree for
27 employment are not eligible.

28 g) Official transcripts and documentation of hours to be credited to fulfill requirements for
29 Professional Growth and Educational Program increment must be filed in the Human
30 Resources office for approval.

31 h) It is the responsibility of the bargaining unit member to apply for all credit and verify
32 completion of course work and hours requested for credit.

33 i) Completion of additional coursework performed at the bargaining unit member's
34 expense will be considered for credit by the committee.

1 4. Application to Participate:

2 Prior to commencing growth activities, an employee will complete an application for
3 professional growth and education credit outlining anticipated activities, and obtain
4 supervisor approval. Prior approval is not required, but is recommended, as late submission
5 does not guarantee approval by the committee. Approval prior to the completion of the
6 growth activity is required.

7 5. Verification of Completion of Approved Activities:

- 8 a) Coursework – The employee must submit a transcript with a passing grade of C or better
9 to the committee. A certification of satisfactory completion signed by the instructor will
10 be accepted in cases where a graded transcript is not applicable to the coursework
11 undertaken.
- 12 b) Workshops/conferences – The employee is responsible for providing verification of
13 attendance at each workshop/conference and is responsible for getting a
14 workshop/conference official to verify time involved.
- 15 c) Individual Coursework – Any additional coursework taken at the member’s own expense
16 will be considered for professional growth credit by the committee.

17 6. Stipends and Increments:

- 18 a) Annual stipends will be earned for degrees in accordance with the following schedule.
19 Only one (1) stipend at the highest level earned will be given.

20	AA	\$250
21	BA	\$400
22	MA	\$750
23	Ph.D.	\$1000

- 24 b) Professional growth stipends will be earned for units taken in pursuit of a degree and/or
25 for units that are not degree-related but are job related. Such stipends will be paid in
26 increments of \$50 for each block of fifteen (15) units earned up to a maximum of four
27 (4) increments to be paid as an annual stipend to any permanent employee who
28 qualifies. The degree stipend above will replace these increments. Degree stipends are
29 not intended to be paid in addition to these increments.

30 7. Appeal:

31 Any decision and/or recommendation of the committee or supervisor may be appealed to
32 the Superintendent.

33 F. Miscellaneous

- 34 1. If a unit member is assigned to service between the end of one academic year and the
35 commencement of another in their regular classification, the unit member shall receive the

- 1 same hourly compensation and benefits, which are received during the same regular work
2 year.
- 3 2. Unit members who report to work, but who are sent home because emergency conditions
4 necessitate the closing of the work site shall not suffer a loss in pay for that day if teaching
5 personnel are paid.
- 6 3. Unit members working regular full-time hours per day for an entire month will receive a full
7 month's pay per the appropriate position and schedule. Partial days or hours in any one (1)
8 month will be paid at the appropriate hourly rate.
- 9 4. Deferred Payroll System:
10 Effective July 1, 1998, unit members whose position is funded by federal, state or local
11 entitlements with a grant year of July 1 through June 30 will have the deferred payroll
12 option paid off upon the grant termination.
- 13 G. Call-in and Call-Back time
- 14 1. Minimum Call-in Time: Any employee called into work while on paid leave or vacation, shall
15 receive a minimum of one-half (1/2) of their regular day's pay at the appropriate rate of pay.
16 The amount of their paid leave or vacation used for the day shall be reduced by at least one-
17 half (1/2) of their regularly assigned hours. No deduction from leave hours or vacation will
18 be made if the employee works more than one-half (1/2) day.
- 19 2. Emergency Call-Back Time: Any employee called to return to work after the completion of
20 their regularly assigned workday, or on a weekend, shall receive pay at least one and one-
21 half (1½) times their rate of pay, for a minimum of two (2) hours. An employee called to
22 return to work during a holiday will receive their regular pay plus time and one-half (1½) for
23 a minimum of two (2) hours.
- 24 3. This section does not apply to pre-scheduled, after-work hours.

25 **ARTICLE 6**

26 **EMPLOYEE BENEFITS**

27 A. Health Benefits

- 28 1. Subject to negotiations, the Superintendent shall provide full-time unit members and
29 dependents voluntary medical, dental, and vision care.
- 30 a) The Superintendent will contribute \$1,300.00 per month toward the medical premium
31 effective 10/01/2025, \$95 per month toward the dental premium, and \$19 per month
32 toward the vision premium.

- 1 b) Unit members may elect medical plans offered by the Superintendent with a higher
2 monthly premium by paying the excess premium cost by payroll deduction.
- 3 c) Unit members may elect plans offered by the Superintendent with a lower monthly
4 premium, and the Superintendent will reimburse the difference in premium to the unit
5 member.
- 6 d) Upon providing proof of alternative coverage to the BCOE, an employee may elect to
7 decline the BCOE medical, and/or dental, and/or vision coverage. In the alternative, an
8 employee may decline medical coverage and continue to participate in dental and/or
9 vision coverage. Butte Schools Self-Funded Programs (BSSP) requires that an
10 administration fee equal to the premium of the least expensive medical, dental, and/or
11 vision plan available, for the medical, dental and/or visions plan(s) selected by the
12 bargaining unit must be submitted by the BCOE on behalf of the employee. If the
13 administration fee is less than the annual cap paid by the BCOE for health and welfare
14 benefits, the employee will receive the difference each month as an additional
15 contribution to their paycheck. If the administration fee exceeds the annual cap, the
16 employee will pay the additional monthly cost.

17 During a plan year, an employee who has declined health and welfare coverage and who
18 has a qualifying event as defined by Sections 1.8 and 1.9 of the Butte Schools Self-
19 Funded Program Policies & Procedures Manual may enroll in one of the district-
20 sponsored plans.

21 B. State Disability Insurance (SDI)

- 22 1. All unit members shall participate in the State Disability Insurance program with such
23 participation to be at employee cost.
- 24 2. SDI benefits are to be used in coordination with accumulated sick leave benefits. Such
25 coordination of benefits shall not result in the payment of greater than a regular day's pay.
26 To receive coordination of benefits, an employee must provide documentation to Human
27 Resources regarding benefits received from SDI.
- 28 3. Any employee receiving State Disability Insurance benefits who remains on the BCOE payroll
29 at full pay is required to turn the endorsed insurance check in to the Human Resources
30 office.

31 C. Life Insurance

32 The Superintendent will provide employer paid \$50,000 basic life insurance to all unit members.

1 **ARTICLE 7**

2 **VACATION/HOLIDAY BENEFITS**

3 A. Vacation

4 Paid vacation for full-time permanent unit members is earned at the following rates:

5 BCOE Service

6 0 through 4 th year	1 day/month
7 Beginning the 5 th year and through 8 th year	1 ¼ days/month
8 Beginning the 9 th year and through 12 th year	1 ½ days/month
9 Beginning the 13 th year and through 19 th year	1 ¾ days/month
10 Beginning the 20 th year and subsequent years	2 days/month

- 11 1. Although vacation time is earned on a monthly basis, vacation time for the entire fiscal year
12 shall be credited on July 1 of each year for permanent unit member's use during the fiscal
13 year.
- 14 2. The maximum vacation carryover days for all unit members is twelve (12) days.
15 Unused vacation time in excess of the carryover limits shall be paid on the August Payroll of
16 the succeeding fiscal year at the unit member's hourly rate at the time of payout.
- 17 3. Vacation shall be accrued based on the number of regularly assigned hours the employee
18 works at the time the vacation is earned. Deductions from accrued vacation shall be based
19 on the regularly assigned number of hours the employee works at the time vacation is
20 taken.

21 B. Holidays

22 All classified unit members shall be granted legal holidays stated in the Education Code of the
23 State of California: January 1st, Martin Luther King, Jr. Day, Lincoln Day, Washington Day,
24 Memorial Day, Juneteenth, July 4th, Labor Day, Veterans Day, Thanksgiving Day and December
25 25th.

- 26 1. Additional holidays identified as the day before Thanksgiving (scheduled and used in lieu of
27 Admissions Day), the day after Thanksgiving, a day and one-half (1 ½ days) at Christmas, and
28 a day and one-half (1 ½ days) at New Year shall be granted even though the holidays occur
29 on a Saturday or Sunday. Half days are defined as one-half (1/2) the normal working hours.
30 Half days at Christmas and New Year may be taken at any time during the winter recess with
31 supervisor approval.
- 32 2. Permanent unit members shall be granted one (1) floating holiday each year. Probationary
33 unit members may request the "floating" holiday upon reaching permanent status.

3. Unit members employed July 1 of any fiscal year that is a leap year and working a 260 day contract shall be granted one (1) floating holiday to be used by June 30 of that fiscal year.
4. If the holiday occurs on Saturday or Sunday, the preceding/succeeding workday, not a holiday, shall be a holiday.
5. A Birthday Floater is earned on the employee's birthday and shall be credited on July 1 of each year, or upon hire. This Birthday Floating Holiday must be used within the current fiscal year.
6. Any leave used before being earned will be deducted from the employee's final paycheck upon separation from employment. If the final paycheck amount does not cover the used leave, the employee will be charged for the difference.

C. Vacation Request Approval

Unit member requests for vacation shall be submitted to the immediate supervisor. Within two (2) calendar weeks, a written response shall be issued indicating disposition of the request. If no response is received by the unit member within two (2) calendar weeks, the unit member is authorized to submit the request directly to Human Resources and shall receive a written response within three (3) working days. In the event of a verbal/written short-notice request, response will be provided in a timely manner.

ARTICLE 8

LEAVE OF ABSENCE BENEFITS

A. Bereavement Leave

1. Unit members shall be granted bereavement leave up to a maximum of five (5) days for the death of a member of the immediate family. Members of the immediate family are: mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse or registered domestic partner of the unit member, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step/foster parent or child (including miscarriage/stillbirth) of the unit member or any relative living in the immediate household of the unit member.
2. Unit members shall be granted bereavement leave of one (1) day to attend the funeral of an aunt, uncle, niece or nephew of the unit member or the spouse or registered domestic partner of the unit member.

B. Reproductive Loss Leave:

1. Full eligibility guidelines are available in Government Code section 12945.6 and include but not limited to:

- a. Miscarriage
- b. Stillbirth
- c. Failed adoption – for example, if a birth mother of legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason
- d. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails
- e. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer

C. Jury Duty Leave

Unit members called for jury duty or as a subpoenaed witness shall be granted fully paid leave in accordance with Government Code Section 1230 and 1230.1.

D. Illness/Medical Leave

1. Definition: Sick leave is a leave of absence granted to a unit member because of personal illness or injury.
2. Length of Leave: In any fiscal year a regular unit member shall be entitled to paid sick leave at the rate of one (1) day or ratio thereof for each month of paid regular service on an unlimited accumulated basis.
3. Special Conditions:
 - a) Sick leave for the current fiscal year need not be accrued prior to taking such leave. It may be taken at any time during the current fiscal year provided it does not exceed the current fiscal year's sick leave benefit entitlement in addition to any accrued sick leave.
 - b) A new unit member shall not be eligible to take more than six (6) days of sick leave until the first day of the calendar month after completion of six (6) months of active service with the BCOE.
 - c) A unit member employed for a limited-term assignment in a classification, which is different from the classification to which the unit member is regularly assigned, shall earn sick leave benefits for the time worked in such an assignment.
 - d) If a unit member resigns, retires or is terminated and has used more sick leave than was earned, the amount of pay for days used but not earned shall be deducted from the final pay of the unit member.
 - e) Paid sick leave shall be credited as service towards permanent status with the BCOE.

4. Compensation

- 1 a) When a unit member is absent from duty because of illness or injury, whether or not the
2 absence arises out of or in the course of employment, said member is paid:
3 1. Full salary for that period of absence covered by current and accumulated leave.
4 2. The difference between the unit member's salary and that of the substitute, for 100
5 work days after current and accumulated sick leave has been expended.
- 6 b) When a unit member has exhausted all entitlements to paid sick leave and is still unable
7 to return to work, a personal leave of absence without pay may be granted by the
8 Superintendent for a period not to exceed six (6) months. The Superintendent may
9 renew the personal leave for two (2) additional six (6) month periods, or such lesser
10 leave periods that it may provide, but not to exceed a total of eighteen (18) months.
11 1. Employees granted a personal leave of absence without pay shall notify the
12 Superintendent of availability for employment sixty (60) days prior to the conclusion
13 of the leave.
14 2. If at the conclusion of all paid or unpaid leave the unit member is still unable to
15 return to regular assignment, member shall be placed on a reemployment list for a
16 period of thirty-nine (39) months in the same manner as if member were laid off for
17 lack of work or lack of funds.
- 18 c) A unit member who is employed on an hourly basis and whose work schedule consists
19 of varying hours per day or days per week regardless of the number of hours or days per
20 week shall be entitled to pay for leave at a rate equal to the amount earned for an
21 average work day within the previous two (2) pay periods.

22 5. Retiring Employees

23 Retirees shall receive reimbursement for unused leave under the following provisions:

- 24 a) The unit member is officially retiring.
25 b) The unit member is fifty-five (55) years or more of age.
26 c) The unit member has been employed by the BCOE for a minimum of five (5) years.
27 d) For each unused illness day beyond the first thirty (30), the unit member shall be paid
28 one-half (1/2) current daily salary up to a maximum of thirty (30) paid days. The unit
29 member shall have the option of being reimbursed or not being reimbursed after a
30 member has been informed by PERS of the retirement allowance penalty for being
31 reimbursed.

32 E. Industrial Accident/Illness Leave

33 1. Definition:

34 An Industrial Accident Leave is a leave, which qualifies under Workers' Compensation

Insurance as being work connected.

2. Requirements:

The Superintendent may have the unit member examined by a physician designated by the Superintendent to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

3. Length of Leave:

a) A unit member shall be entitled to a leave of up to sixty (60) working days in anyone (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

b) Payment of wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage of the day.

c) The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave, under this article has been exhausted, entitlement to other sick leave, vacation or other paid leave then may be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this article, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

d) Any time an employee on Industrial Accident or Illness leave is able to return to work, they shall be reinstated at their position without loss of pay or benefits.

4. Effect of Sick Leave:

Time on Industrial Accident or Illness Leave will not constitute a break in service; the first sixty (60) days is not charged against sick leave.

5. Absence after Sixtieth Working Day:

a) If the Industrial Accident or Illness Leave should extend beyond sixty (60) working days, the unit member must use sick leave and/or vacation to which entitled. A unit member shall be entitled to use only as much accumulated or available sick leave or vacation which, when added to the Workers' Compensation award, provide the full day's wage or salary.

b) After expiration of all paid leave, a unit member who is unable to return to work as determined by a licensed physician may be granted a personal leave without pay for a period not to exceed six (6) months. The Superintendent may renew the personal leave for two (2) additional six (6) month periods or such lesser leave periods that it may provide but not exceed a total of eighteen (18) months.

1. Employees granted a personal leave of absence without pay shall notify the Superintendent of availability for employment sixty (60) days prior to the conclusion of the leave.

2. If at the conclusion of all paid or unpaid leave the unit member is still unable to return to regular assignment, member shall be placed on a reemployment list for a period of thirty-nine (39) months in the same manner as if members are laid off for lack of work or lack of funds.

6. Activities While on Leave:

a) A unit member starting any new gainful employment shall be required to forfeit any injury pay received from the BCOE under this leave, except as permitted by Workers' Compensation law. Workers' Compensation claims can continue to be litigated after an employee returns to work pursuant to applicable Workers' Compensation laws.

b) A unit member on Industrial Accident Leave shall remain within the state unless the Superintendent authorizes travel outside the state.

F. Parental Leave

1. Parental leave is available to all permanent unit members without pay, except for the sick leave described below. In addition to childbearing, infant care duty subsequent to childbirth and adoption constitute valid reasons for taking a leave.

2. Within not less than twenty (20) working days prior to the date the parental leave is desired, unit members shall file in the Human Resources office an application form which shall specify the beginning and ending of the requested leave. Parental leave may be granted for up to the balance of a fiscal year and may be extended in annual increments up to a maximum of two (2) years. Extended leaves of this type may be granted only to one (1) parent in those cases where both parents are unit members of the BCOE.

a) Employees granted a parental leave shall notify the Superintendent of availability for employment sixty (60) days prior to the conclusion of the leave.

b) An employee returning from unpaid parental leave of one (1) year or more shall be assigned to a comparable position within their classification.

3. During the parental leave, illness or disability related to childbirth for which accumulated sick

leave could be used under Superintendent regulations will be paid upon proper application and certification by a physician.

4. In case of terminated pregnancy, a unit member may return to service prior to the date of the leave upon the written statement of a physician that the unit member is physically able to perform normal duties.
5. If a dependent child becomes physically/mentally handicapped, the provisions of this article shall be applied to unit members eligible under these provisions.
6. While on parental leave, a unit member shall have the option to remain an active participant in the fringe benefit programs by contributing the full amount.

G. CFRA/FMLA

1. A Member may, once a year, identify a "Designated Person" and take up to 12 weeks of leave to care for them. The definition of a "Designated Person" is a non-family member or non-immediate family member. If the employee's sick leave runs out before the 12-week period an employee may be granted sick differential as described in Education Code Section §45196.

H. Personal Necessity

A maximum of seven (7) days of earned illness/injury leave may be used by the unit member each fiscal year for the following reasons:

1. Death of a member's immediate family when additional leave is required beyond regular bereavement leave.
2. Accident involving a member's person or property, or the person or property of a member's immediate family.
3. Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any other entity with legal jurisdiction.
4. Illness of a member's immediate family which requires the presence of the unit member.
5. Personal emergency of a unit member or immediate family. Personal emergency is defined as an event or circumstance of a serious nature which is beyond control, and which necessitates absence from duty. This includes, but is not limited to, those events and circumstances which would require the unit member's prompt attention to avoid possible financial loss to, or damage to the health of either the unit member or their household.
6. A unit member adopting a child shall be entitled to three (3) days of paid leave for processing the adoption.
7. Sick leave for personal necessity may not be used for any of the following: attendance at or participation in functions which are primarily for the unit members' amusement, pleasure,

personal convenience or religious observances; the extension of holidays or vacation periods; accompanying a spouse or registered domestic partner on a trip when such travel is not otherwise authorized by these regulations; seeking or engaging in remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting, or any activities related to work stoppage or political campaigning.

I. Personal Compelling:

Five (5) of the maximum seven (7) days of personal necessity leave shall be granted with only "personal" identified as the reason. Use of personal compelling leave does not require approval by the BCOE. However, unit members are encouraged to provide as much advance notice of their intended use of personal compelling leave as is practicable and possible.

ARTICLE 9

EARLY RETIREMENT PROGRAM

A. Early Retirement Eligibility

A unit member is eligible for the Early Retirement Program when the following criteria are met.

1. The unit member at fifty-five (55) years of age, employed on a full-time basis prior to July 1, 2004, and has completed a minimum of twelve (12) years of full-time service with the BCOE; or
2. The unit member at fifty-eight (58) years of age, employed on a full-time basis after July 1, 2004, and has completed a minimum of twelve (12) years, fifteen (15) years or twenty (20) years of full-time service with the BCOE; and
3. The unit member is qualified for and is in the process of receiving retirement benefits under the Public Employees Retirement System and/or the State Teachers Retirement System.

B. Early Retirement Benefits

A unit member meeting the preceding criteria and subsequently granted entry into the Early Retirement Program shall receive benefits subject to the following limitations. The premium provided in the last full year of employment shall be the amount provided during participation in the Early Retirement Program, subject to negotiations.

1. Employed prior to July 1, 2004 and retiring after July 1, 2004 with twelve (12) years of full-time service, the Superintendent shall provide up to \$990.00 per month paid medical insurance comparable to the existing medical benefits provided to active unit members for the unit member and dependents.
2. Employed after July 1, 2004 and retiring after July 1, 2004, with twelve (12) years of full-time service, the Superintendent shall provide up to fifty (50) percent of \$990.00 per month toward the medical premium for the unit member and dependents.

3. Employed after July 1, 2004 and retiring after July 1, 2004, with fifteen (15) years of full-time service, the Superintendent shall provide up to seventy-five (75) percent of \$990.00 toward the medical premium for the unit member and dependents.

4. Employed after July 1, 2004 and retiring after July 1, 2004, with twenty (20) years of full-time service, the Superintendent shall provide up to one hundred (100) percent of \$990.00 toward the medical premium for the unit member and dependents.

C. Cash in Lieu

Eligible retirees have the option to take cash in lieu of medical benefits. The Superintendent will provide a cash payment equal to fifty (50) percent of the cost of the Superintendent's contribution to the retiree's medical benefit as set out in paragraph B above. The payment will be made in July each year over the number of years the retiree would normally have received retiree medical benefits from the BCOE. Payment may be pro-rated in the first year, if the retiree is retired for less than the full benefits year. This election is irrevocable and may not be changed. The retiree will be responsible for all state and federal taxes, if any, due on the cash payments.

D. Impact of Medicare Eligibility

Coverage under this program shall cease at Medicare eligibility pursuant to Social Security Administration guidelines, which are based on the year of birth. The unit member shall be allowed to enter the group medical insurance program by paying the existing premium rates.

E. Death of Unit Member

All benefits under the Early Retirement Program shall cease upon the death of the unit member, with the condition that the unit member's spouse shall be eligible to continue in the group medical insurance program for up to seven (7) years following the unit member's death by paying the existing premium rates.

F. Employment and/or Marriage

A unit member who is subsequently employed and/or married and receives a comparable or greater health benefits program would become ineligible for benefits of this program.

ARTICLE 10

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A claim by CSEA 736 or by one, or more, unit members that there has been a violation, misinterpretation or misapplication of a provision of this contract.

2. Grievant: A unit member identified in Article 2 (Recognition) of this contract and/or CSEA

736 president or designee.

3. Immediate Supervisor: The lowest level administrator having jurisdiction over the grievant.

4. Party of Interest: Any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Special Conditions

1. CSEA 736 either on its own behalf or on the behalf of any affected unit member may initiate a grievance, which may affect one (1) or more unit members.

2. The Superintendent shall, upon request, furnish the grievant and/or CSEA 736 with any and all information the employer may have that is pertinent to the processing of the grievance. The grievant shall also have access to any and all documents relating to and compiled during processing of the particular grievance.

3. CSEA 736 shall be notified immediately of any grievance that is filed and reserves the right to have a representative to state the views of CSEA 736 at all formal levels of the grievance. CSEA 736 also reserves the right to determine which grievances proceed to arbitration.

4. The filing of a grievance shall not be construed as reflecting unfavorable upon the grievant's good standing, performance or loyalty. No reprisals shall be taken against a unit member signing a grievance, or against any other participant in the grievance procedure by reason of such participation.

5. The filing of a grievance shall not excuse a unit member from complying with a management direction.

6. Time limits may be extended by mutual agreement.

C. Procedure:

Informal Level: Whenever possible, providing that any grievance adjustment is not inconsistent with the terms of this contract, the grievant and the immediate administrator may meet informally and negotiate a mutually satisfactory resolution of the grievance.

Formal Level I: Within twenty-five (25) days omission or infraction of this contract giving rise to the grievance, grievant shall present to the immediate administrator a clear, concise written statement defining the omission/infraction, the circumstances involved, and the specific remedy sought.

The immediate administrator shall meet with the grievant within five (5) working days and shall communicate a decision/resolution to the grievant in writing and orally within five (5) working days thereafter. If no written decision/resolution has been rendered within the time limit specified, or if the grievant is not satisfied with the disposition of the grievance by the

1 administrator, the grievant, within five (5) working days, may appeal and/or request the CSEA
2 736 appeal said grievance to Formal Level II.

3 **Formal Level II:** A statement of appeal level, including a copy of the original grievance, the
4 decision/resolution rendered (if any) and a clear, concise statement of the reasons for the
5 appeal will be presented to the head of Human Resources (HR).

6 The HR Designee shall meet with the grievant within five (5) working days and shall
7 communicate a decision/resolution to the grievant in writing and orally within five (5) working
8 days thereafter. If the HR Designee does not respond within the time limit provided, or if the
9 grievant is not satisfied with the decision/resolution at Formal Level II, the grievant may, within
10 five (5) working days, submit in writing and/or request that CSEA 736 submit a request to the
11 Superintendent for an appeal at Formal Level III.

12 **Formal Level III:** A statement which shall include a copy of the appeal to Formal Level II, a copy
13 of the original grievance, decisions/resolutions rendered (if any) and a clear, concise statement
14 of the reasons for the appeal will be presented to the Superintendent for a recommended
15 decision/resolution of the grievance.

16 The Superintendent shall meet with the grievant within ten (10) working days and shall
17 communicate a decision/resolution to the grievant in writing within ten (10) working days
18 thereafter. If the Superintendent does not respond within the time limits provided, or if the
19 grievant is not satisfied with the decision at Formal Level III, the grievant may, with approval of
20 CSEA 736, request that the grievance be presented for arbitration at Formal Level IV within ten
21 (10) working days.

22 **Formal Level IV:** The grievant and the employer, having decided on arbitration, shall attempt to
23 agree upon an arbitrator. Should they be unable to do so, a request shall be made to the State
24 Conciliation Service to supply a panel of five (5) persons experienced in hearing public school
25 employee grievances. Each party shall alternately strike a name from the panel list until only one
26 (1) name remains. The remaining panel member shall be the arbitrator. The arbitrator shall
27 proceed under the Expedited Labor Arbitration rules of the American Arbitration Association.
28 The arbitrator's decision shall be in written form and will set forth findings of fact, reasoning and
29 conclusions on the issue(s) submitted. The arbitrator will be without power of authority to make
30 any decisions which require the commission of an act prohibited by law or to add to, subtract
31 from, or modify the terms of this contract or the written policies, rules, regulations and
32 procedures of the employer.

33 The total fees and expenses of the arbitrator shall be borne equally by the employer and CSEA.
34 After a hearing of the evidence and after both parties have had an opportunity to make written

arguments, the arbitrator shall submit a proposed decision/resolution in writing and those decisions shall be advisory for all parties.

ARTICLE 11

VACANCIES, TRANSFERS AND PROMOTIONS

A. Definitions

1. A voluntary transfer is one which is initiated by the unit member and involves a change in work location without a change in classification.
2. An involuntary transfer is one initiated by the Superintendent, or designee, and involves a change in work location without a change in classification.
3. A vacancy is any new or existing opening.
4. A promotion is a reassignment to a position in another class having a higher maximum rate of pay.
5. A lateral transfer is defined as a change from one classification to another job classification, which is paid at the same range on the salary schedule.

B. Notices of Vacancies

1. Notices of vacancies shall be distributed by the Human Resources office by:
 - a) Sending a copy of the vacancy announcement by email to the CSEA Negotiations Team;
 - b) Emailing the Edjoin link which includes a listing of all openings to all BCOE employees weekly;
 - c) Emailing BCOE in-house vacancy announcements to all BCOE employees as they occur;
 - d) Posting a hard copy on the HR bulletin board at BCOE Bird Street office;
 - e) Vacancies will remain open for a minimum of ten (10) working days;
2. Notice of vacancy content shall include: job title, brief description of the position and duties, minimum qualifications required for the position, assigned job site, number of hours per day, regular assigned work shift times, days per week, months per year assigned to the position, salary range and the deadline for applying.

C. Filling a Vacancy – A vacancy shall be filled in the following order:

1. By transfer of a bargaining unit member in the same classification.
2. By lateral transfer or promotion of a bargaining unit member currently occupying a different classification. This requires at least three (3) internal applicants who meet the posted minimum qualifications to exclude the consideration of external candidates.
3. By screening from candidates not currently employed by the Butte County Superintendent of Schools.

1 D. Transfer – Voluntary

- 2 1. A permanent unit member may request a transfer by submitting a classified “Request for
- 3 Transfer or Reassignment” form to the Human Resources office. Requests will be kept active
- 4 for a period of six (6) months from the date of filing, following which time a new request
- 5 must be filed if further consideration is to be given.
- 6 2. Performance evaluations will be used in determining the suitability of each candidate.
- 7 3. Transfer requests may be submitted directly to Human Resources without acknowledgment
- 8 from the unit member’s supervisor. All transfer requests shall be acknowledged in writing by
- 9 the Human Resources office.
- 10 4. Prior to selection, an informational meeting will be scheduled with the unit member and
- 11 immediate supervisor of the vacant position to discuss program and site details.
- 12 5. Qualified unit members shall be given placement consideration before qualified persons
- 13 from outside the Butte County Office of Education per part “C” of this Article. Seniority as
- 14 defined in Article 3 will be the final determining factor in the event more than one (1)
- 15 qualified unit member requests transfer into the vacancy.
- 16 6. Candidates who are interviewed will be notified concerning their status after the selection
- 17 has been made.
- 18 7. A unit member denied a transfer shall be provided a reason for denial.

19 E. Transfer – Involuntary

- 20 1. The Superintendent or designee has the right to transfer involuntarily any employee within
- 21 their discretion except that no involuntary transfer shall be for disciplinary reason(s) only,
- 22 and no employee assigned within a county shall be transferred involuntarily to an
- 23 assignment outside of that county.
- 24 2. The Superintendent or designee has the right to transfer involuntarily any employee on a
- 25 temporary basis within their discretion, subject to the limitations in paragraph number one
- 26 (1) immediately above. Any employee involuntarily transferred on a temporary basis shall
- 27 receive reimbursement for mileage based on the difference between travels involving the
- 28 regular assignment from travel required by the temporary assignment.
- 29 3. If Education Code Section 45101 (e) is applicable to any involuntary transfer under this
- 30 Article, then any such involuntary transfer shall be consistent with Education Code Section
- 31 45101 (e).
- 32 4. An employee involuntarily transferred or transferred due to layoff shall be reimbursed at
- 33 the current approved mileage rate for total new round trip miles less the previous round trip
- 34 commute. In order to qualify, the new round trip must be at least 20 miles more than the

1 previous round trip. An employee shall be reimbursed such excess mileage up to 36 months,
2 unless one or both of the following occur:

3 a) Commute becomes less than previous commute and does not meet the qualifying
4 conditions stated above.

5 b) Employee voluntarily changes jobs, even if at the same job site. If an employee's
6 commute increases due to a living location change, reimbursement amount does not
7 change.

8 F. Promotion

9 1. Equal opportunity for advancement shall be extended to all qualified unit members.

10 2. Election shall be made on the basis of the individual qualifications and capabilities of the
11 candidates, current work performance, seniority as defined in Article 3, including time spent
12 in related occupational classification, affirmative action guidelines, and in the best interests
13 and needs of the Butte County Superintendent of Schools. Performance evaluations may be
14 used in determining suitability of the candidate.

15 3. Probationary training period:

16 a) Any employee selected for a promotion shall serve a probationary period of six (6)
17 months.

18 4. Qualified unit members shall be given placement consideration before qualified persons
19 from outside the Butte County Office of Education.

20 5. A unit member who fails to successfully complete their promotional probationary period
21 shall be reassigned to the class from which promoted unless the reasons for the release are
22 cause for dismissal of a permanent unit member.

23 G. Voluntary Demotion

24 A unit member may request in writing to the Human Resources office a voluntary demotion. A
25 voluntary demotion may include a reduction in hours.

26 H. Medical Transfer

27 All medical transfers shall be addressed through the interactive process required by the
28 American Disabilities Act.

29 **ARTICLE 12**

30 **HEALTH BENEFITS COMMITTEE**

31 Upon Superintendent's request, CSEA 736 shall submit to the Superintendent one (1) member in
32 good standing as a nominee to be considered for service on the Butte Schools Self-Funded Program
33 (BSSP) Board as a Board member or alternate.

ARTICLE 13

JOB PERFORMANCE EVALUATION PROCEDURES

A. Frequency of Evaluation

1. A probationary unit member shall be evaluated after three (3) months and before the last month of the designated six (6) month probationary period.
2. A permanent unit member shall receive a written evaluation at least once every two (2) years unless otherwise requested by the unit member's supervisor. Due dates shall be observed.

B. Evaluator

The evaluator shall be the unit member's immediate supervisor and/or any other management employee so designated by the Superintendent.

C. Evaluation Conference

1. Whenever an evaluation is done, an evaluation conference shall be held between the unit member and the evaluator. The evaluator will present a written evaluation on appropriate BCOE forms and discuss it with the unit member. The unit member shall sign the evaluation signifying only that the unit member has read the document and has been given a copy. Administrative signatures must precede the unit member's. The evaluator shall describe the specific data used in completing the rating form. During years in which a permanent unit member does not receive a written evaluation, an informal conference may be held between the unit member and the evaluator.
2. A unit member shall have a period of ten (10) working days following the evaluation conference to prepare and submit a written reaction, if any, in response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.
3. Any negative evaluation shall:
 - a) Identify areas where improvement is needed
 - b) Offer specific suggestions for improvement
 - c) List improvement steps that will be taken to assist the unit member

D. Additional Evaluations

The evaluator may prepare evaluations or progress reports on a schedule more frequent than described in this Article and may conduct progress reports in written form with a copy to the unit member. Progress reports concluded pursuant to this subsection shall be discussed at a scheduled conference with the unit member.

E. Personnel File Material

1. Materials in personnel files of unit members shall be made available for inspection by the unit member.
2. Information of a derogatory nature shall not be placed in a unit member's personnel file until the unit member is supplied with a copy.
 - a) A unit member may inspect materials in the personnel file at a time mutually convenient to the unit member and a representative from Human Resources.
 - b) A unit member may be accompanied by a representative when reviewing material in the personnel file.
 - c) Upon submission of an authorization signed by a unit member, a CSEA 736 representative may review that unit member's personnel file without the unit member present.

F. Release Time

A unit member desiring to prepare a response to an adverse evaluation, progress report or other material in the personnel file shall be released from work for such purpose.

G. Evaluation Grievance

Any grievance shall be limited to claim that the evaluation procedures in the Article have been violated and shall not be construed as contesting judgment of the evaluator.

H. Derogatory Material

After remaining in the file for a period of two (2) years, upon request of the unit member or the authorized representative of the employee, shall be sealed.

ARTICLE 14

CSEA RIGHTS

A. Printing Agreement

1. The Superintendent shall provide a copy of the agreement to all new employees in the bargaining unit once upon employment.
2. CSEA 736 shall be responsible for providing copies of the agreement to all members in the bargaining unit. CSEA 736 may duplicate additional copies at the BCOE copy rate.

B. Union Stewards

1. Stewards may be appointed to advise and represent unit members concerning matters related to their employment.
2. Steward Presence:
 - a) The site steward may be present and represent at all formal levels of grievance procedure when requested by the aggrieved unit member.

b) The steward shall have the right during duty hours to research and process complaints and grievances.

3. Number of Stewards:

CSEA 736 may select up to a maximum of twelve (12) job stewards. CSEA 736 shall provide the Superintendent a current listing of job stewards with subsequent changes provided as they occur. CSEA 736 may designate up to two (2) job stewards at any work site with the exception of the central office, where four (4) or less may be designated.

C. CSEA Staff Access

1. CSEA field representatives shall be granted access to BCOE premises for the purposes of administration of this contract and conducting appropriate business under the following conditions:

a) The principal or department head or designee shall be notified upon the arrival of the representative of their presence at the work site.

b) Visits to unit members or unit member groups, in general, shall be confined to non-duty hours. Non-duty time is the time before and after the assigned hours of work, lunch periods and rest breaks. However, access to the employees during the duty hours may be granted under special circumstances by the Superintendent/ designee within their discretion after a request from CSEA.

2. CSEA shall be allowed the right to reasonable use without charge of institutional bulletin boards, mailboxes, inter-office mail system, and other county office means of communication for the posting or transmission of information or notices concerning CSEA matters.

3. The Superintendent agrees to make space available for the purpose of holding a reasonable number of CSEA 736 meetings. CSEA 736 shall provide adequate notice in advance and shall comply with facility use regulations.

4. CSEA may review employee personnel files and any other records dealing with an employee when accompanied by the employee or upon presentation of a written authorization signed by the employee.

5. The unit shall be supplied with a complete "hire date" seniority roster of all bargaining unit employees by classification on the effective date of this contract and each January thereafter. The roster shall indicate the employee's present classification and primary job site. The unit shall also be provided a copy of the classified personnel monthly activity report.

6. CSEA shall review and/or receive copies, without cost, of any and all materials related to wages, hours, and other terms and conditions of employment which are relevant to CSEA to fulfill its duties and obligations to members of the unit.
7. CSEA 736 may conduct two (2) contract orientation sessions for unit members during regular duty hours. Scheduling to be mutually arranged with the administration.
8. Two (2) CSEA 736 chapter delegates shall be released to attend the CSEA Annual Conference.
9. CSEA 736 officers shall be granted reasonable release time to conduct CSEA business.
10. Unit members shall be granted release time for the preparation and processing of grievances.
11. CSEA 736 will be provided an email notification when the Superintendent's Rules and Regulations have been revised. General meetings shall be held monthly (except July and August) from noon to 1:00 p.m. at various work sites in Oroville. When necessary, members shall be granted 15 minutes before and 15 minutes after meetings for travel. Supervisors will be supplied a copy of the sign-in sheet.

D. Nondiscrimination

1. No unit member, supervisor or member of management shall unlawfully be discriminated against by the Superintendent or CSEA because of their efforts in carrying out this contract or because of race, religion, creed, color, national origin, sex, age, marital status, sexual orientation, physical handicap, association activity or lack thereof.
2. Neither CSEA, or any other agent, representative, or member, shall intimidate or coerce any unit member, supervisor or member of management.
3. The Superintendent agrees there shall be no reprisal of any unit member because of unit activity or lack thereof.

E. Short-Term Employees

The BCOE will ensure that "short-term employees" are only employed to perform a service for the BCOE, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Prior to the hiring of a short-term employee, the Human Resources Department will complete the following process:

1. The BCOE's Human Resources Department will ensure that the nature of work or services to be performed by the requested short-term employee, and the starting and ending date of the short-term assignment are provided by the requesting department, site or operation. Human Resources Department will also require the requesting department, site or operation to provide a written explanation of the reason and need for a short-term

employee(s). The Human Resources Department will be responsible for securing and providing all such necessary and relevant information about the short-term work or project requested by the Chapter President or designated representative as soon as is practicable upon receipt of request.

2. Human Resources will provide the information outlined in the above Section 1 to the CSEA 736 President/designee at least three (3) working days before the request is approved by the Superintendent.

3. If CSEA 736 believes that the hiring of the short-term employee would constitute a violation of this contract, the Chapter President or designated representative may request a review of the requested short-term position. The review will be conducted by the head of Human Resources or designee and the Chapter President or designated representative. If CSEA 736 is unsatisfied with the results of the review, it may, within one (1) day, request a review by the Superintendent.

4. CSEA 736 retains the right to file a grievance if it believes the above process was not properly followed or if it believes that despite the process being followed a short-term employee was improperly hired to do CSEA 736 bargaining unit work (reference Education Code Section 45103(d) (2)).

ARTICLE 15

NEGOTIATION PROCEDURES

A. Negotiation Sessions

The Superintendent and CSEA 736 shall initiate negotiation sessions at any time either deems necessary using the interest-based bargaining process.

B. Tentative Agreements

If agreement is reached on any elements of the package, those elements may be reduced to writing and initialed as "Tentative Agreements."

C. Definition of Tentative Agreement

It is understood and agreed that "tentative agreement" means subject to reaching agreement, including editorial and syntactical adjustment in the language.

D. Release Time

CSEA 736 shall be allowed release time for up to five (5) unit members for the purpose of attending joint negotiation sessions, which are mutually scheduled by the parties. Said released time commences at time and days mutually scheduled for negotiations. Unit members will suffer no loss of pay for released time.

1 In addition, CSEA #736 negotiation team members shall be granted up to twelve (12) hours of
2 release time, per fiscal year, to conduct CSEA business associated with negotiations. In the event
3 additional hours are needed due to the complexity of the issues and the negotiation process,
4 CSEA and BCOE will discuss the need.

5 **ARTICLE 16**

6 **LAYOFF AND REEMPLOYMENT**

7 **A. Layoff Definition**

8 A layoff is defined as any termination of employment due to lack of work or lack of funds.
9 (Education Code § 45101(g)).

10 **B. Reason for layoff**

11 Layoff shall occur only for a lack of work or lack of funds in accordance with Education Code
12 §45117, §45298 and §45308.

13 **C. Notice of Layoff**

- 14 1. Notice of layoff shall be provided in accordance with the provisions of applicable law. (Ed.
15 Code section 45117.)
- 16 2. When BCOE will lay off a classified employee for the ensuing year due to lack of work or lack
17 of funds, a written preliminary notice of layoff must be served on the employee no later
18 than March 15, except as provided by law.
- 19 3. When BCOE will lay off a classified employee due to the expiration of a specially funded
20 program, a written notice of layoff must be served on the employee not less than sixty (60)
21 days prior to the effective date of their layoff informing them of their layoff date and their
22 displacement rights, if any, and reemployment rights.
- 23 4. Notice shall be served personally or sent by certified mail to affected employees at their last
24 address on file with the BCOE.
- 25 5. The notice shall contain:
 - 26 a) The reason for the layoff;
 - 27 b) The effective date;
 - 28 c) The employee's displacement rights, if any;
 - 29 d) The employee's reemployment rights; and
 - 30 e) The employee's hearing rights, if the layoff is not due to the expiration of a specially
31 funded program.

32 The Superintendent shall notify CSEA 736 in writing prior to the date of any layoff notices being
33 sent to bargaining unit employees. The Superintendent and CSEA 736 shall meet in advance of

the notices being sent in order to begin negotiating the effects of the proposed layoffs and determine the order of layoff within the provisions of this agreement.

D. 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 timeframe 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 a permanent classified employee is laid off, the order of layoff within a classification shall be determined by seniority, as defined in article 3.
3. 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 employee laid off from the employee's present classification may bump:

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 rights under this agreement.

I. Equal Seniority

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

6 J. Salary Placement for Employees Exercising Bumping Rights

7 When an employee exercises their bumping rights into a classification paid on the same salary
8 range, they shall remain on their current range and step. When an employee exercises their
9 bumping rights into a classification paid on a lower salary range, they shall be placed on the step
10 on the lower range that ensures against any loss of pay. If there is no step on the lower range
11 that ensures against a loss of pay, the employee shall be frozen at their existing range and step
12 for a least one (1) year or until such time that the lower classification has a step that equals or
13 exceeds the rate of pay at which the employee was frozen. If there is a step or steps in the lower
14 range that ensures against a loss of pay, but all such steps provide a higher salary than the
15 employee's existing range and step, then they will be frozen at their existing range until they are
16 eligible for their next step increase.

17 K. Reemployment Rights

18 Persons laid off because of lack of work or lack of funds are eligible to reemployment for a
19 period of thirty-nine (39) months in their classification and shall be reemployed in preference to
20 new applicants. An employee on a reemployment list shall be notified of all employment
21 opportunities (Education code § 45298).

22 L. Voluntary Demotion or Voluntary Reduction in Assigned Time

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

28 M. Retirement in Lieu of Layoff

29 A regular employee in the bargaining unit may elect to accept a service retirement in lieu of
30 layoff, voluntary demotion or reduction in assigned time. At least ten (10) workdays prior to the
31 effective date of the proposed layoff, such employee shall complete and submit a form provided
32 by the BCOE for this purpose. The employee shall be placed on the appropriate reemployment
33 list. The BCOE shall notify the Board of Administration of PERS of the fact that retirement was
34 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 Roster

The BCOE will establish a seniority roster for each affected classification. The roster will be available no later than January 10th.

O. Notification Reemployment Opening

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing of an opening. 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 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 ten (10) working 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 the classification as defined in Article 3. Employees who accept a position in a classification lower than their former classification shall retain their original sixty-three (63) month reemployment rights to a position in the former classification.

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, holiday, 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

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

3 U. Vacation Benefits

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

6 V. Salary Placement

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

12 **ARTICLE 17**

13 **DISCIPLINARY ACTION**

14 A. Exclusive Procedure

15 Discipline shall be imposed upon bargaining unit employees only pursuant to this article.

16 B. Derogatory Materials

17 1. Derogatory materials are defined to include less-than satisfactory evaluations and written
18 reprimands. Such derogatory materials shall be used for corrective purposes only.

19 Derogatory materials may be used to support later disciplinary action, but they are not
20 considered a disciplinary action by themselves under the provisions of this article.

21 2. Derogatory materials may only be maintained in the employee's official personnel file
22 contained in the Human Resources Department. Employees will have a right to inspect any
23 derogatory material prior to it being entered into their personnel file. Proof of inspection
24 may be required, but signing such proof does not indicate the employee agrees with the
25 content of the derogatory materials. The employee shall have a least ten (10) work days to
26 respond to the derogatory materials before they are entered and their response shall be
27 attached.

28 C. Rights of Permanent Versus Probationary Employees

29 1. Permanent employees shall be afforded all due process rights under this disciplinary article
30 of the contract as contained below.

31 2. Probationary employees are not entitled to the same due process rights as permanent
32 employees. At any time prior to the expiration of the probationary period, the

1 Superintendent may, in its discretion, release a probationary employee from employment
2 with the BCOE. A probationary employee so released shall not be entitled to a hearing.

3 **D. Definition of Discipline**

4 1. Permanent classified employees shall be subject to discipline, which is defined as
5 suspension, involuntary demotion or dismissal. Disciplinary action shall only be taken for
6 just cause as prescribed by this article. The Superintendent's determination of the
7 sufficiency of the cause for disciplinary action shall be conclusive.

8 2. Causes for which disciplinary action may and may not be taken:

9 No disciplinary action shall be taken for any cause which arose prior to the employee's
10 becoming permanent, nor for any cause which arose more than two (2) years preceding the
11 date of the filing the notice of cause unless such cause was concealed or not disclosed by
12 such employee when it could be reasonably assumed that the employee should have
13 disclosed the facts to the BCOE. In addition to any disqualifying or actionable causes
14 otherwise provided for by statute, each of the following constitutes cause for disciplinary
15 action against a permanent classified employee.

16 a) Falsifying any information supplied to the BCOE, including but not limited to,
17 information supplied on application forms, employment records or any other BCOE
18 records.

19 b) Incompetency or inefficiency.

20 c) Inexcusable neglect of duty.

21 d) Insubordination.

22 e) Dishonesty.

23 f) Drinking alcoholic beverages while on duty or in such close proximity to duty time as to
24 cause any detrimental effect upon the employee or upon employees associated with
25 them.

26 g) Use of narcotics while on duty or in such close proximity to duty time as to cause any
27 detrimental effect upon the employee or upon employees associated with them.

28 h) Conviction of a felony, conviction of any sex offense or controlled substance offense
29 made relevant by provisions of the Education Code, or conviction of a misdemeanor
30 which is of such a nature as to adversely affect the employee's ability to perform the
31 duties and responsibilities of their position. A plea of guilty or a conviction following a
32 plea of nolo contendere is deemed to be a conviction within the meaning of this section.

33 i) Violation of Superintendent's policy or departmental rule, policy or procedure.

- j) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.
- k) Any other failure of good conduct either during or outside of duty hours which is of such nature that it causes disruption to the BCOE or the employee's ability to perform the position.
- l) Discourteous treatment of public, pupils or other employees.
- m) Willful disobedience.
- n) Excessive absenteeism, tardiness or a pattern of abuse of leaves which adversely affects the employee's ability to perform the duties or responsibilities of their position.
Approved use of vacation or use of available sick leave (as provided by Section 8.c of this contract) shall not be subject to this provision of the article.
- o) Misuse, abuse or destruction of the BCOE resources including equipment, material, data (electronic and/or hard copy), information, information systems and facilities.
- p) Revealing confidential information to unauthorized persons including, but not limited to, personnel and/or student records.

E. Progressive Discipline

1. An employee whose work or conduct is subject to discipline shall first be specifically warned in writing by the supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action and a copy of the warning shall be sent to the CSEA 736 President. The supervisor shall give a reasonable period of advanced warning to permit the employee to correct the deficiency without incurring disciplinary action. An employee who has received such a warning shall have the option of requesting a lateral transfer under the provisions of the agreement.
2. Suspensions and demotions will be undertaken for corrective purposes only.
3. Progressive discipline is not required for the most serious offenses. These offenses are of a nature such that a reasonable person would not believe that an employee should need a warning or a chance to correct deficiencies.

F. Right to Representation

A Chapter member subject to disciplinary investigation and/or disciplinary action shall be entitled to CSEA representation and shall be notified of this right prior to beginning an investigatory meeting and/or in writing in the Notice of Recommended Disciplinary Action.

G. Disciplinary Procedures

1. Notice of recommendation for disciplinary action.

1 When a BCOE manager recommends disciplinary action against an employee, a Notice of
2 Recommendation for Disciplinary Action shall be made in writing and served in person or by
3 registered or certified mail upon the employee. A copy shall also be provided at the same
4 time to the CSEA 736 President. The notice shall include:

- 5 a) The specific charges against the employee, which shall include times, dates and location
6 of chargeable actions.
- 7 b) The penalty proposed.
- 8 c) A statement of the employee's right to a Skelly Hearing of the Recommendation for
9 Disciplinary Action (Skelly Hearing) and advisement that the employee must request a
10 Skelly Hearing within five (5) work days of receipt of the notice.
- 11 d) Notice of the Chapter member's right to CSEA representation.
- 12 e) A copy of Article 17 of the Collective Bargaining Agreement and relevant Education Code
13 provisions.

14 H. Administrative Review (hereinafter referred to as the "Skelly Hearing")

- 15 1. Whenever a Recommendation for Disciplinary Action has been received by an employee,
16 they or their CSEA representative shall have five (5) working days to contact the head of
17 Human Resources or their designee to request a Skelly Hearing regarding the
18 recommendation for discipline. The Chapter member shall have the right to CSEA
19 representation at the Skelly Hearing and may respond to the charges and allegations
20 contained in the recommendation for discipline orally or in writing.
- 21 2. The Skelly Hearing will be conducted by an Administrator (Skelly Officer) who:
 - 22 a) Has no supervisory/managerial authority over the accused employee, and
 - 23 b) Has not been involved in bringing charges against the employee nor
 - 24 c) Has no prior knowledge of the alleged causes giving rise to the Recommendation for
25 Disciplinary Action.
- 26 3. Within fifteen (15) work days of the Skelly Hearing, the Skelly Officer, Superintendent or
27 designee shall decide in writing whether to seek imposition of the recommended
28 disciplinary action, reduce the disciplinary action or dismiss the disciplinary action. This
29 written decision shall immediately be provided to the employee and their CSEA
30 representative. The decision of the Skelly Officer may be provided later than fifteen (15)
31 work days with mutual agreement of the accused, CSEA and the Skelly Officer.

32 I. Notice of Intent to Discipline

33 If after the Skelly Hearing, the Skelly Officer upholds the recommendation for disciplinary action
34 against an employee, a Notice of Intent to Discipline shall be made in writing and served in

person or by registered or certified mail upon the employee. If the BCOE seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The notice shall include:

1. The specific charges and allegations against the employee, which shall include times, dates and location of chargeable actions.
2. The penalty proposed.
3. A statement of the employee's right to appeal from the order and of the manner and time within which their appeal must be filed.
4. Notice of the Chapter member's right to CSEA representation.
5. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

J. Rights of Appeal

1. The employee may, within five (5) working days after receiving the Notice of Intent to Discipline described in Section "I" above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent of Schools during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent but must be received or postmarked no later than the time limit stated herein.
2. If the employee who receives the Notice of Intent to Discipline fails to file a timely appeal within the time specified in these rules, the employee shall be deemed to have waived their right to appeal, and the Superintendent may order the recommended personnel action into effect immediately.

K. Hearing Procedures

1. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Superintendent or hearing officer, and the availability of counsel, CSEA representative and witnesses. The employee shall be entitled to appear personally, produce evidence and have CSEA representation (if a Chapter member) and a public hearing. The complainant may also be represented by counsel. Neither the Superintendent nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Superintendent.

- 1 2. All hearings shall be heard by the Superintendent except in those cases where the
2 Superintendent determines to have it heard by a hearing officer provided by the State of
3 California's Office of Administrative Hearings.
- 4 3. In any case in which the Superintendent hears the appeal, they may utilize the services of
5 the BCOE counsel or a hearing officer in ruling upon procedural questions, objections to
6 evidence, and issues of law. If the Superintendent utilizes counsel for this purpose, different
7 counsel must be used to present the Administration's case to the Superintendent. If the
8 appeal is heard by the Superintendent, they shall affirm, modify or revoke the intended
9 disciplinary action involving suspension, demotion or dismissal.
- 10 4. If the appeal is heard by a hearing officer, they shall prepare a proposed decision in such
11 form that it may be adopted by the Superintendent as the decision in the case. A copy of the
12 proposed decision shall be received and filed by the Superintendent and at the same time
13 furnished to each party. The Superintendent may:
 - 14 a) Adopt the proposed decision in its entirety;
 - 15 b) Reduce the personnel action set for therein and adopt the balance of the proposed
16 decision;
 - 17 c) Reject a proposed reduction in penalty, approve the penalty sought by the complainant
18 or any lesser penalty, and adopt the balance of the proposed decision;
 - 19 d) Reject the proposed decision in its entirety.
- 20 5. If the Superintendent rejects the proposed decision in its entirety, each party shall be
21 notified of such action and the Superintendent may decide the case upon the record
22 including the transcript, with or without the taking of additional evidence, or refer the case
23 to the same or another hearing officer to take additional evidence. If the case is so assigned
24 to a hearing officer, they shall prepare a proposed decision as provided in subsection 4
25 above (including K. 4. a - d) upon the additional evidence and the transcript and other
26 papers which are part of the record of the prior hearing. A copy of such proposed decision
27 shall be furnished to each party at the same time the proposed decision is filed by the
28 Superintendent.
- 29 6. In arriving at a decision or a proposed decision on the propriety of the proposed penalty, the
30 Superintendent or the hearing officer may consider the records of any prior personnel
31 action proceedings against the employee in which a personnel action was ultimately
32 sustained and any records contained in the employee's personnel files if such records were
33 introduced into evidence at the hearing.
- 34 7. The decision of the Superintendent shall be in writing and shall contain findings of fact and

the personnel action approved, if any. The findings may be stated in the language of the pleading or by reference thereto.

L. Distribution of the Hearing Decision and Enforcement

A copy of the Superintendent's decision will be delivered to Human Resources for immediate enforcement. A copy of the decision shall be delivered at the same time to the appellant and their designated representative in person or by email, and by registered mail. The decision of the Superintendent shall be final.

M. Emergency and Unpaid Suspensions Pending Appeal

1. CSEA 736 and the BCOE recognize that emergency situations can occur involving the threat to BCOE property or health and welfare of students or employees. If the BCOE determines that the employee's presence poses a danger to BCOE property or the lives, safety or health of students or fellow employees, BCOE may immediately suspend the employee for three (3) days with or without pay.
2. Within three (3) days, the BCOE shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the factual contentions supporting the emergency at the final step of the grievance procedure. The grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have their job representative review the proposed settlement before approving the settlement in writing.
3. If the suspension is unpaid, and if the final disciplinary action taken by the Superintendent is less than the duration of the emergency suspension, the employee shall be entitled to back pay for all the days of emergency suspension in excess of the Superintendent's final determination.

N. Paid or Unpaid Administrative Leave

1. An employee may be placed on a paid administrative leave or relieved of duties without loss of pay at the option of the BCOE at any point in the disciplinary process from the investigation up to receipt of the final appeal decision.
2. The BCOE may also place an employee subject to disciplinary action on unpaid administrative leave after the Skelly Officer issues their decision. The BCOE may keep the employee on unpaid leave until the Superintendent renders their final decision after the employee's appeal hearing.
 - a) If the leave is unpaid, and if the final disciplinary action taken by the Superintendent is less than the duration of the emergency suspension, the employee shall be entitled to

1 back pay for all days of emergency suspension in excess of the Superintendent's final
2 determination.

3 O. What Can and Cannot be Grieved

4 The just cause of any disciplinary action is not subject to the grievance procedure. Only
5 violations of the specific terms and provisions of this article are grievable. The BCOE shall have
6 the right to continue the disciplinary process as provided by this article during the processing of
7 any such grievance and pending the outcome of the grievance process.

8 **ARTICLE 18**

9 **TERM**

10 This agreement shall remain in full force and effect from July 1, 2024, up to and including June 30,
11 2027. The Superintendent and CSEA 736 shall initiate negotiations at any time either deems
12 necessary using the Interest Based Bargaining Process.



Appendix A

Schedule 6A - Clerical & Technical 2025-26 Salary Schedule Effective July 1, 2025

	RANGE	A	B	C	D	E	F	G	H	I
Hourly	4	\$ 15.10	\$ 15.85	\$ 16.63	\$ 17.48	\$ 18.33	\$ 19.26	\$ 20.22	\$ 21.23	\$ 22.30
Hourly	8	\$ 19.38	\$ 20.33	\$ 21.36	\$ 22.42	\$ 23.54	\$ 24.72	\$ 25.95	\$ 27.25	\$ 28.61
Hourly	9	\$ 19.86	\$ 20.83	\$ 21.88	\$ 22.98	\$ 24.13	\$ 25.34	\$ 26.59	\$ 27.92	\$ 29.33
Hourly	10	\$ 20.34	\$ 21.37	\$ 22.43	\$ 23.56	\$ 24.73	\$ 25.96	\$ 27.26	\$ 28.62	\$ 30.07
Hourly	11	\$ 20.84	\$ 21.89	\$ 22.99	\$ 24.14	\$ 25.36	\$ 26.62	\$ 27.94	\$ 29.35	\$ 30.80
Hourly	12	\$ 21.38	\$ 22.44	\$ 23.57	\$ 24.74	\$ 25.99	\$ 27.28	\$ 28.65	\$ 30.08	\$ 31.58
Hourly	13	\$ 21.90	\$ 23.01	\$ 24.17	\$ 25.37	\$ 26.63	\$ 27.95	\$ 29.36	\$ 30.83	\$ 32.37
Hourly	14	\$ 22.45	\$ 23.58	\$ 24.76	\$ 26.00	\$ 27.30	\$ 28.67	\$ 30.10	\$ 31.59	\$ 33.18
Hourly	15	\$ 23.03	\$ 24.18	\$ 25.38	\$ 26.65	\$ 27.99	\$ 29.38	\$ 30.84	\$ 32.38	\$ 34.01
Hourly	16	\$ 23.59	\$ 24.77	\$ 26.01	\$ 27.32	\$ 28.68	\$ 30.11	\$ 31.63	\$ 33.20	\$ 34.86
Hourly	17	\$ 24.19	\$ 25.39	\$ 26.67	\$ 28.00	\$ 29.40	\$ 30.88	\$ 32.40	\$ 34.03	\$ 35.74
Hourly	18	\$ 24.80	\$ 26.02	\$ 27.33	\$ 28.70	\$ 30.14	\$ 31.64	\$ 33.22	\$ 34.88	\$ 36.63
Hourly	19	\$ 25.42	\$ 26.68	\$ 28.02	\$ 29.42	\$ 30.89	\$ 32.42	\$ 34.05	\$ 35.75	\$ 37.53
Hourly	20	\$ 26.04	\$ 27.36	\$ 28.71	\$ 30.15	\$ 31.67	\$ 33.25	\$ 34.89	\$ 36.65	\$ 38.47
Hourly	21	\$ 26.69	\$ 28.03	\$ 29.43	\$ 30.91	\$ 32.45	\$ 34.08	\$ 35.78	\$ 37.55	\$ 39.43
Hourly	22	\$ 27.37	\$ 28.72	\$ 30.16	\$ 31.68	\$ 33.28	\$ 34.91	\$ 36.67	\$ 38.49	\$ 40.42
Hourly	23	\$ 28.05	\$ 29.44	\$ 30.92	\$ 32.47	\$ 34.10	\$ 35.80	\$ 37.60	\$ 39.45	\$ 41.43
Hourly	24	\$ 28.75	\$ 30.18	\$ 31.70	\$ 33.29	\$ 34.94	\$ 36.68	\$ 38.51	\$ 40.44	\$ 42.48
Hourly	25	\$ 29.46	\$ 30.94	\$ 32.49	\$ 34.11	\$ 35.82	\$ 37.63	\$ 39.47	\$ 41.45	\$ 43.54
Hourly	26	\$ 30.20	\$ 31.71	\$ 33.31	\$ 34.96	\$ 36.71	\$ 38.54	\$ 40.48	\$ 42.50	\$ 44.62
Hourly	27	\$ 30.96	\$ 32.51	\$ 34.13	\$ 35.83	\$ 37.65	\$ 39.51	\$ 41.48	\$ 43.57	\$ 45.74
Hourly	28	\$ 31.73	\$ 33.32	\$ 34.98	\$ 36.73	\$ 38.58	\$ 40.50	\$ 42.52	\$ 44.64	\$ 46.89
Hourly	29	\$ 32.52	\$ 34.15	\$ 35.85	\$ 37.66	\$ 39.53	\$ 41.50	\$ 43.60	\$ 45.76	\$ 48.05
Hourly	30	\$ 33.34	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.56	\$ 44.68	\$ 46.92	\$ 49.26

ASSOCIATE'S \$250 Annually
 BACHELOR'S: \$400 Annually
 MASTER'S: \$750 Annually
 DOCTORATE: \$1,000 Annually

LONGEVITY: \$1,200 10 Years
 \$1,500 15 Years
 \$1,800 20 Years
 \$2,400 25 Years

BILINGUAL: 5% of employee's normal salary



Appendix A Continued

Schedule 6B – Maintenance & Operations 2025-26 Salary Schedule Effective July 1, 2025

	RANGE	A	B	C	D	E	F	G	H	I
Hourly	30	\$ 20.53	\$ 21.53	\$ 22.62	\$ 23.76	\$ 24.94	\$ 26.19	\$ 27.49	\$ 28.87	\$ 30.33
Hourly	31	\$ 21.05	\$ 22.08	\$ 23.18	\$ 24.34	\$ 25.56	\$ 26.83	\$ 28.18	\$ 29.59	\$ 31.07
Hourly	32	\$ 21.54	\$ 22.64	\$ 23.77	\$ 24.95	\$ 26.20	\$ 27.50	\$ 28.88	\$ 30.34	\$ 31.85
Hourly	33	\$ 22.10	\$ 23.20	\$ 24.37	\$ 25.58	\$ 26.86	\$ 28.19	\$ 29.61	\$ 31.08	\$ 32.65
Hourly	34	\$ 22.65	\$ 23.78	\$ 24.97	\$ 26.22	\$ 27.52	\$ 28.91	\$ 30.36	\$ 31.86	\$ 33.46
Hourly	35	\$ 23.21	\$ 24.38	\$ 25.59	\$ 26.88	\$ 28.21	\$ 29.62	\$ 31.10	\$ 32.67	\$ 34.29
Hourly	36	\$ 23.79	\$ 24.98	\$ 26.23	\$ 27.53	\$ 28.92	\$ 30.37	\$ 31.88	\$ 33.48	\$ 35.15
Hourly	37	\$ 24.39	\$ 25.60	\$ 26.89	\$ 28.23	\$ 29.67	\$ 31.13	\$ 32.68	\$ 34.32	\$ 36.05
Hourly	38	\$ 25.00	\$ 26.25	\$ 27.56	\$ 28.95	\$ 30.39	\$ 31.89	\$ 33.50	\$ 35.17	\$ 36.95
Hourly	39	\$ 25.61	\$ 26.91	\$ 28.24	\$ 29.68	\$ 31.14	\$ 32.70	\$ 34.33	\$ 36.06	\$ 37.85
Hourly	40	\$ 26.26	\$ 27.57	\$ 28.97	\$ 30.40	\$ 31.92	\$ 33.52	\$ 35.20	\$ 36.97	\$ 38.80
Hourly	41	\$ 26.92	\$ 28.26	\$ 29.70	\$ 31.16	\$ 32.73	\$ 34.35	\$ 36.08	\$ 37.86	\$ 39.77
Hourly	42	\$ 27.58	\$ 29.00	\$ 30.43	\$ 31.96	\$ 33.54	\$ 35.22	\$ 36.99	\$ 38.83	\$ 40.78
Hourly	43	\$ 28.27	\$ 29.71	\$ 31.17	\$ 32.74	\$ 34.39	\$ 36.10	\$ 37.88	\$ 39.79	\$ 41.79
Hourly	44	\$ 29.01	\$ 30.44	\$ 31.97	\$ 33.55	\$ 35.24	\$ 37.01	\$ 38.85	\$ 40.80	\$ 42.83
Hourly	45	\$ 29.73	\$ 31.20	\$ 32.76	\$ 34.40	\$ 36.12	\$ 37.93	\$ 39.81	\$ 41.81	\$ 43.90
Hourly	46	\$ 30.47	\$ 31.99	\$ 33.57	\$ 35.27	\$ 37.03	\$ 38.88	\$ 40.83	\$ 42.85	\$ 45.00
Hourly	47	\$ 31.21	\$ 32.77	\$ 34.43	\$ 36.13	\$ 37.95	\$ 39.84	\$ 41.84	\$ 43.92	\$ 46.13
Hourly	48	\$ 32.00	\$ 33.60	\$ 35.29	\$ 37.05	\$ 38.91	\$ 40.85	\$ 42.88	\$ 45.03	\$ 47.29
Hourly	49	\$ 32.80	\$ 34.46	\$ 36.15	\$ 37.97	\$ 39.87	\$ 41.86	\$ 43.96	\$ 46.15	\$ 48.47
Hourly	50	\$ 33.62	\$ 35.30	\$ 37.07	\$ 38.93	\$ 40.87	\$ 42.92	\$ 45.06	\$ 47.32	\$ 49.67
Hourly	51	\$ 34.47	\$ 36.18	\$ 38.00	\$ 39.91	\$ 41.90	\$ 44.00	\$ 46.18	\$ 48.51	\$ 50.92
Hourly	52	\$ 35.32	\$ 37.08	\$ 38.94	\$ 40.89	\$ 42.92	\$ 45.07	\$ 47.33	\$ 49.68	\$ 52.17
Hourly	53	\$ 36.20	\$ 38.03	\$ 39.92	\$ 41.91	\$ 44.02	\$ 46.20	\$ 48.53	\$ 50.94	\$ 53.48

ASSOCIATE'S \$250 Annually

BACHELOR'S: \$400 Annually

DOCTORATE: \$1,000 Annually

LONGEVITY: \$1,200 Year - 10 Years

\$1,500 Year - 15 Years

\$1,800 Year - 20 Years

\$2,400 Year - 25 Years

BILINGUAL: 5% of employee's normal salary



Appendix A Continued

Schedule 6A/B -Office, Clerical, Technical and Maintenance Operations 2025-26 Salary Schedule

Position Title	Schedule	Range
Accounts Payable Specialist	6a	15
Administrative Assistant	6a	14
Administrative Clerk	6a	8
Categorical Programs and Charter Oversight Specialist	6a	24
Child Dev.Prog & Svcs Systems Specialist	6a	21
Contract Support Specialist	6a	24
Credential Analyst	6a	22
Custodian	6b	30
Custodian/Groundskeeper	6b	33
District/School Support Specialist	6a	17
Division Specialist	6a	24
Financial Aid and Student Systems Specialist	6a	29
Financial/Grant Specialist	6a	15
Financial/System Specialist	6a	19
Human Resources Assistant	6a	13
Human Resources Specialist	6a	18
Human Resources Generalist	6a	24
Information Technology Logistics Assistant	6a	22
Library Media Technology Support Technician	6a	17
Local Educational Agency Payroll/Financial Specialist	6a	24
Maintenance and Operations Lead	6b	53
Migrant Education Data Specialist	6a	21
Office Assistant - No New Hires	6a	4
Operations/Maintenance Technician	6b	38
Operations/Maintenance Specialist	6b	51
Payroll Assistant	6a	14
Payroll/Benefits Specialist	6a	18
Retirement Compliance Specialist	6a	29
SELPA Specialist	6a	21
Senior Accounts Payable Specialist	6a	19
Senior Administrative Assistant	6a	21
Senior Administrative Clerk	6a	12
Senior Credential Analyst	6a	29
Senior Custodian/Groundskeeper	6b	36
Senior Financial/Grant Specialist	6a	19
Senior Human Resource Specialist	6a	24
Senior Operations/Maintenance Technician	6b	41
Senior Payroll/Benefits Specialist	6a	24
Student Information Systems Assistant	6a	13
Student Information Systems Specialist	6a	29
Support Services Clerk	6a	8
Technology Support Technician I	6a	18
Technology Support Technician II	6a	21

Collective Bargaining Unit Agreement Current Revisions

1. Ratified 2024-2027 CBA on 09/12/2024
2. Updated Article 8 and the Salary Schedules on 04/2025
3. 2025-26 updates: Article 7, Article 15, 2025-26 Salary Schedule 6A and removed 2024-25 Salary Schedules 6A & B
4. Ratified Article 6 updates and added newly ratified jobs to the Salary Schedule on 9/25/2025
5. Ratified Article 7 updates on 11/13/2025