

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BUTTE COUNTY SUPERINTENDENT OF SCHOOLS**

**and**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**and its**

**CHAPTER #436 ("CSEA")**

**[INSTRUCTIONAL SUPPORT EMPLOYEES]**

**JULY 1, 2024**

**TO**

**JUNE 30, 2027**

**SIGNED AND DATED AS FOLLOWS:**

**BUTTE COUNTY SUPERINTENDENT OF SCHOOLS**

Mary Sakuma, Superintendent

Signature: Mary Sakuma

Date: 5/21/2024

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 436**

Sandra Rodriguez, CSEA #436 Chapter President

Signature: Sandra Rodriguez

Date: 05/16/2024

# CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

## TABLE OF CONTENTS

### Chapter 436 [Instructional Support Employees]

PARTIES TO THE AGREEMENT .....	1
RECOGNITION .....	1
A.    Acknowledgment .....	1
B.    Organizational Security .....	1
C.    Dues Deduction .....	1
D.    Membership Information .....	2
E.    Hold Harmless Provision .....	2
SEPARABILITY AND SAVINGS .....	2
MAINTENANCE OF OPERATIONS .....	2
CSEA RIGHTS .....	3
A.    Printing Agreement .....	3
B.    Union Stewards .....	3
C.    CSEA Staff Access .....	3
D.    Nondiscrimination .....	4
MANAGEMENT RIGHTS .....	5
DEFINITIONS .....	6
WORKDAY, WORKWEEK, WORK YEAR .....	9
A.    Workday .....	9
B.    Workweek .....	9
C.    Work Year .....	9
D.    Days/Hours of Employment for Migrant Education .....	9
E.    Days and Hours of Employment .....	11
F.    Involuntary Reassignment Hours .....	11
G.    Temporary Involuntary Reassignment of Hours .....	11
H.    Meal/Rest Periods .....	11
I.    Professional Development .....	12
COMPENSATION .....	12
A.    Salary Schedule .....	12
B.    Insurance Benefits .....	13
C.    Overtime .....	14
D.    Longevity Pay .....	14

E.	Specialized Health Care Procedure Pay .....	14
F.	Miscellaneous .....	15
	VACATION/HOLIDAY BENEFITS.....	16
A.	Paid vacation .....	16
B.	Holidays.....	17
	LEAVE OF ABSENCE BENEFITS.....	18
A.	Bereavement Leave .....	18
B.	Reproductive Loss Leave.....	19
C.	Jury Duty Leave .....	19
D.	Illness/Medical Leave .....	19
E.	Industrial Accident/Illness Leave .....	21
F.	Parental Leave.....	22
G.	CFRA/FMLA .....	23
H.	Personal Necessity Leave .....	23
I.	Personal Compelling .....	24
J.	Leave Without Pay .....	24
	EARLY RETIREMENT PROGRAM .....	24
	GRIEVANCE PROCEDURE .....	26
A.	Definitions .....	26
B.	Special Conditions .....	26
C.	Procedure .....	26
	TRANSFERS/VACANCIES/PROMOTIONS/DEMOTIONS .....	28
A.	Transfers .....	28
B.	Vacancies .....	30
C.	Promotion Procedure: A vacancy shall be filled in the following order .....	31
D.	Probationary Training Period.....	31
E.	Voluntary Demotion.....	32
	HEALTH BENEFITS COMMITTEE .....	32
	JOB PERFORMANCE EVALUATION PROCEDURES .....	32
A.	Probationary periods .....	32
B.	Frequency of Evaluation .....	32
C.	Evaluator. ....	32
D.	Evaluation Conference .....	32
G.	Personnel File Material .....	33
	EDUCATIONAL INCENTIVE PROGRAM .....	34
A.	Conditions .....	34

RECLASSIFICATION PROCEDURE .....	34
NEGOTIATION PROCEDURES .....	35
LAYOFF AND REEMPLOYMENT .....	35
A.    Layoff Definition.....	35
B.    Reason for Layoff. ....	35
C.    Notice of Layoff.....	35
F.    Hearing Rights .....	36
G.    Order of Layoff and Reemployment .....	37
H.    Process for Implementing Layoffs and Bumping Rights .....	37
I.    Voluntary Layoff in Lieu of Bumping.....	38
J.    Equal Seniority .....	38
K.    Salary Placement for Employees Exercising Bumping Rights. ....	38
L.    Reemployment Rights.....	38
M.    Voluntary Demotion or Voluntary Reduction in Assigned Time.....	38
N.    Retirement in Lieu of Layoff.....	39
O.    Seniority Roster.....	39
P.    Notification of Reemployment Opening.....	39
Q.    Employee Notification to The Superintendent/Designee.....	39
R.    Reemployment in Highest Classification.....	39
S.    Seniority During Layoff.....	40
T.    Accumulated Seniority .....	40
U.    Sick Leave Benefits .....	40
V.    Vacation Benefits .....	40
W.    Salary Placement.....	40
TERM.....	40
APPENDIX: A .....	41
APPENDIX: A Continued.....	42
APPENDIX: B .....	43

1 **PARTIES TO THE AGREEMENT**

2 This Agreement is made and entered into by and between Butte County Superintendent  
3 of Schools, hereinafter referred to as the Superintendent and the California School Employees  
4 Association, Chapter 436, hereinafter referred to as CSEA or Association.

5 **ARTICLE 1**  
6 **RECOGNITION**

7 A. Acknowledgment

8 The Superintendent hereby acknowledges that CSEA is the exclusive bargaining  
9 representative for all classified employees holding those positions described in Appendix  
10 "A", attached hereto and incorporated by reference as a part of the Agreement. All newly  
11 created classified positions, except those that are office/technical/maintenance and  
12 operations, business services or lawfully management, confidential, or supervisory shall be  
13 assigned to the bargaining unit.

14 B. Organizational Security

- 15 1. Membership Dues: Membership in CSEA Chapter 436 shall be voluntary. BCOE shall refer all  
16 employee questions about CSEA or dues over to the CSEA Labor Relations Representative.
- 17 2. BCOE shall not interfere with the terms of any agreement between CSEA and a BCOE  
18 employee with regard to that employee's membership in CSEA, including but not limited to  
19 automatic yearly renewal unless the worker drops out during a specified window period.  
20 The BCOE need not keep track of this period which shall be tracked by CSEA within its  
21 membership database and be communicated to BCOE by CSEA.
- 22 3. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular  
23 membership dues.

24 C. Dues Deduction

- 25 1. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the  
26 wages of all employees who are members of CSEA.
- 27 2. The BCOE shall refer all employee requests to revoke membership to the CSEA Labor  
28 Relations Representative and shall obtain their representative's approval on behalf of the  
29 union before processing any revocation request.
- 30 3. The employer shall not be obligated to put into effect any new or changed deductions until  
31 the pay period immediately following submission to the Payroll Department, providing that  
32 the information was received prior to the published payroll deadline. Submission received  
33 after the payroll deadline will be put into effect during the next payroll cycle.

4. There shall be no charge by the employer to CSEA for regular membership dues deductions.

#### D. Membership Information

1. BCOE shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

2. BCOE shall use its best efforts using its technology operating procedures to filter out unsolicited emails.

#### E. Hold Harmless Provision

1. CSEA shall defend and indemnify BCOE for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

2. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## ARTICLE 2

## SEPARABILITY AND SAVINGS

A. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction or a governmental administrative agency having authority over such provisions, such provision shall be inoperative, but all other provisions shall continue in full force and effect.

B. In the event that any Article of Section is held invalid, or enforcement of or compliance with any Article or Section has been restrained as set forth above, the parties affected thereby shall enter into negotiations, upon the request of CSEA or the Superintendent, for the purposes of arriving at a mutual, satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### ARTICLE 3

## MAINTENANCE OF OPERATIONS

A. CSEA agrees that neither the CSEA nor any person acting in its behalf will cause, authorize, engage in, or sanction a strike, partial strike, sick out, or slowdown, against the County Office of Education, nor a concerted failure to report for duty or perform duties.

B. During the term of this Agreement, the Superintendent, in consideration of the terms and

conditions of this Agreement, will not authorize or permit any lockout of members of the unit.

## ARTICLE 4

### 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.

#### B. Union Stewards

1. Stewards may be appointed for the following purposes: To advise and represent unit members concerning matters related to their employment either during non-duty hours or during the released time provided in this Article.

2. Steward Presence:

- a. The site steward may be present at all levels of the grievance procedure when requested to do so by the aggrieved unit member.
- b. One designated job steward at each Area Office shall be granted one hour each week to conduct CSEA business. Said time shall be determined semi-annually by the unit member's immediate supervisor as indicated by the needs of the County Office.

3. Number of Stewards:

CSEA may select up to a maximum of twelve (12) job stewards. CSEA shall provide the Superintendent a current listing of job stewards with subsequent changes provided as they occur. Two (2) job stewards may be designated at each area office as required or needed.

#### C. CSEA Staff Access

1. CSEA field representative shall be granted access to Butte County Office of Education premises for the purpose of administration of this Agreement and for conduct of appropriate business under the following conditions:
  - a. The principal/department head/designee shall be notified of the representative's 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/rest periods.
  - c. However, access to employees during the duty hours may be granted under special circumstances by the Cabinet member for the division within their discretion after a request from CSEA.
2. CSEA shall be allowed the right to reasonable use, without charge, of institutional bulletin



- boards, for the posting of information and notices concerning CSEA matters.
3. The Superintendent agrees to make space available for the purpose of holding a reasonable number of CSEA meetings where practical and at no cost to the Superintendent. CSEA 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 on the effective date of this Agreement 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. On the effective date of this Agreement and monthly, the unit will be furnished a current listing of each member's current mailing address. Changes in classification/primary job sites/ mailing addresses will be forwarded to the unit on a classified personnel monthly activity report.
  7. CSEA shall review and/or receive copies 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.
  8. CSEA President or designee will be released from regular assignment to attend up to two (2) Migrant Education area meetings in each area.
  9. Four (4) CSEA Chapter delegates shall be released to attend the CSEA Annual Conference.
  10. Two (2) designated CSEA officers shall each be granted two (2) hours of non-accumulative release time per week to conduct CSEA business. Said time shall be determined semi-annually by the unit member's immediate supervisor as dictated by the needs of the County Office.
  11. CSEA will be provided a complete packet of items for each month Board of Education meeting.
  12. CSEA shall provide the Superintendent the names of its unit members who are to be provided release time.
- 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 Agreement or because of race, religion, creed, color, national origin, sex, age, marital status,

1 sexual orientation, physical handicap, association activity or the lack thereof.

2 2. Neither CSEA nor any other agent, representative or member shall intimidate or coerce any  
3 unit member, supervisor, or member of management.

4 3. The Superintendent agrees there shall be no reprisal of any unit member because of unit  
5 activity or the lack thereof.

## 6 **ARTICLE 5**

### 7 **MANAGEMENT RIGHTS**

8 This Article is intended to ensure the Superintendent retains all rights and powers which it has  
9 not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be  
10 construed as: (1) expanding the rights of the Superintendent beyond statutory and constitutional limits;  
11 (2) waiving the rights of individual unit members under the Education Code or other statutes or  
12 constitutions; or (3) waiving or otherwise diminishing the rights of the Association or of unit members as  
13 set forth in other Articles of this Agreement. If there is a direct conflict between the retained rights of  
14 this Article and the rights of unit members or of the Association as set forth in some other Article of this  
15 Agreement, the language of the Agreement shall prevail. Also, it is recognized that some of the following  
16 matters fall within the exclusive representative's rights to consult as set forth in the Government Code  
17 Section 3543.2(a), and this Article is not intended to limit those consultation rights, but rather to  
18 indicate that the final decision on "consult issues" lies with the Superintendent. Subject to the foregoing  
19 qualifications, it is understood and agreed that the Superintendent shall retain its rights and  
20 responsibilities as defined by the state and federal statutes. The Superintendent shall accomplish the full  
21 exercise of all such rights and responsibilities unless and except such rights and responsibilities are  
22 limited by statute and/or by this Agreement.

23 With respect to the bargaining unit work and the unit members represented by CSEA; such  
24 Superintendent retained rights include but are not limited to the exclusive right to: determine  
25 organization; direct the work of its employees; determine the time and hours of operations; determine  
26 the kinds and levels of services to be provided, and the method and means of providing them; establish  
27 its educational policies, goals, and objectives; insure the rights and educational opportunities of  
28 students; determine staffing patterns; determine the number and kinds of personnel required; maintain  
29 the efficiency of Superintendent operations; determine the curriculum; build, move, or modify facilities;  
30 establish budget procedures and determine budgetary allocations; determine the methods of raising  
31 revenue; take action on any matter in event of an emergency and engage in the exercise of further  
32 unspecified rights necessary to discharge management's responsibility provided, however, that such  
33 unspecified rights shall not conflict with the specific and expressed terms of this Agreement and/or law;

and in addition, the Superintendent retains the rights to hire, assign, reassign, evaluate and terminate employees, and to determine the effects and impact of any action implementing these rights.

The exercise of the foregoing rights, authority, duties and responsibilities by the Superintendent, the adoption of rules, regulations, and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and applicable statutes.

This Article shall not be subject to the terms and conditions of Article 12, "Grievance Procedure." However, nothing contained herein shall be construed to prevent the filing of grievances pursuant to Article 12 contending that the Superintendent has violated an expressed term of some other Article of this Agreement which has not by its own terms been excluded from the grievance procedure.

## ARTICLE 6

### DEFINITIONS

Academic Year is the period from August through June when students are normally required to be in attendance and include all recess periods falling within that time span.<sup>1</sup>

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

Anniversary Date is the date upon which a unit member is granted salary step advancement earned by completion of a required period of service, which shall not exceed one (1) calendar year from the initial date of employment, the date of the last salary step advancement, or, in case of change in classification, the date of such change.

Bumping Right is the right of a unit member, under certain conditions, to displace an employee with less seniority in a class.<sup>2</sup>

Class is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.<sup>3</sup>

Class Specification is the description of the duties, responsibilities, minimum qualifications, and authority of positions.

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title; a regular minimum number of assigned hours per day, days per week, and months per year; a statement of the specific duties required to be performed in each such position; and the regular monthly salary range for each such position.

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<sup>1</sup> Education Code Section 45102

<sup>2</sup> Education Code Section 45298, 45308

<sup>3</sup> Education Code Section 45101, 45109, 45100, 45256

1 Demotion is a change in assignment of a unit member from a position in one class to a position in  
2 another class that is allocated to a lower maximum salary rate or an assignment to an inferior status.<sup>4</sup>  
3 Differential is a salary allowance in addition to the basic rate or schedule based upon additional skills,  
4 responsibilities, hours of employment or distasteful or hazardous work.<sup>5</sup>  
5 Fiscal Year and School Year is July 1 through June 30.<sup>6</sup>  
6 Health and Welfare Benefits means any form of insurance or similar benefit programs, including, but not  
7 limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability,  
8 prepaid legal, or income protection insurance, or annuity programs.<sup>7</sup>  
9 Hire Date Seniority is based upon date of hire.  
10 Incumbent is a unit member assigned to a position and who is currently in active service in or on leave  
11 from the position.<sup>8</sup>  
12 Industrial Accident or Illness is an injury or illness arising out of or in the course of employment with the  
13 Superintendent.<sup>9</sup>  
14 Involuntary Demotion is a demotion without the unit member's voluntary written consent.<sup>10</sup>  
15 Leave and Transfer Policies means any policy concerning any form of leave or transfer including, but not  
16 limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training  
17 leave, or transfer of an employee from one site to another.<sup>11</sup>  
18 Minimum Qualifications are qualifications mandated for the position and which must be possessed by a  
19 unit member before they can be considered for employment in a specific class. Minimum qualifications  
20 shall be determined by mutual agreement between CSEA and the Superintendent.<sup>12</sup>  
21 Permanent Employee is a regular employee who successfully completes an initial probationary period,  
22 which shall not exceed six (6) work months or 130 days, including holidays, of service beyond the initial  
23 date of employment by the Superintendent.<sup>13</sup>  
24 Probationary Employee is a regular employee who will become permanent upon completion of a  
25 prescribed probationary period.  
26 Promotion is a change in the assignment of unit member from a position in one class to a vacant

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<sup>4</sup> Education Code Section 45101

<sup>5</sup> Education Code Section 45182

<sup>6</sup> Education Code Section 37200

<sup>7</sup> Government Code Sections 53200-53209

<sup>8</sup> Education Code Section 45103

<sup>9</sup> Education Code Sections 44043, 45192

<sup>10</sup> Education Section 45101

<sup>11</sup> Government Code Section 3543.2; Education Code Sections 45101, 45190, 45207

<sup>12</sup> Government Code Sections 3543.1, 3543.2

<sup>13</sup> Government Code Sections 3543.1, 3543.2; Education Code Sections 45113, 45301, 45101(b)

1 position in another class with a higher maximum salary rate.

2 Reallocation is movement of an entire class from one salary range or rate to another salary range or

3 rate.<sup>14</sup>

4 Reclassification is the upgrading of a position to a higher class as a result of the increase of the duties

5 and/or responsibilities being performed by the incumbent in such position.

6 Reemployment is the return to duty of a unit member who has been placed on a reemployment list.<sup>15</sup>

7 Reemployment List is a list of names of persons who have been laid off for lack of work or lack of funds,

8 exhaustion of sick leave, industrial accident or illness, or other privileges, and who are eligible for

9 reemployment without examination in their former class for a period of thirty-nine (39) months, said list

10 arranged in order of their right to reemployment rights.

11 Regular Employee is an employee, whether permanent, probationary, full-time, or part-time who is not

12 a restricted, substitute, short-term, or student employee.<sup>16</sup>

13 Restricted Employee is an employee hired pursuant to any local, state, or federally funded program

14 which restricts employment to persons in low income groups, designated impoverished areas, and any

15 other criteria which restricts the privilege of all citizens to compete for employment under that

16 program, except as may otherwise be specified by this Agreement.<sup>17</sup>

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

18 of the employee.<sup>18</sup>

19 Salary Rate is a specific amount of money paid for a specific period of service.<sup>19</sup>

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

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

22 Seniority in Class is based upon date of hire.<sup>20</sup>

23 Short-term Employee is a person hired for a specific temporary project of limited duration which, when

24 completed, shall no longer be required.<sup>21</sup>

25 Substitute Employee is a person hired to perform the duties of a position in the temporary absence of

26 the employee who is regularly assigned to that position. In addition, if the Superintendent is engaged in

27 a procedure to hire a permanent employee to fill a vacancy in any classified position, the

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<sup>14</sup> Government Code Section 3543.2; Education Code Section 45285

<sup>15</sup> Government Code Section 3543.2; Education Code Sections 45192, 45298, 45308

<sup>16</sup> Education Code Sections 45103, 45256-45259

<sup>17</sup> Education Code Sections 45102, 45108, 45259

<sup>18</sup> Government Code Section 3543.2

<sup>19</sup> Government Code Section 3543.2; Education Code Sections 45160, 45268

<sup>20</sup> Government Code Section 4532.2; Education Code Section 45308

<sup>21</sup> Education Code Sections 45103, 45256, 45258

1 Superintendent may fill the vacancy through the employment, for not more than 60 calendar days.<sup>22</sup>  
2 Voluntary Demotion is a demotion agreed to in writing by a unit member and the Superintendent.<sup>23</sup>

## 3 ARTICLE 7

### 4 WORKDAY, WORKWEEK, WORK YEAR

#### 5 A. Workday

6 The workday is the full time equivalency number of hours worked and is defined in the  
7 approved job description.

8 1. The following positions are designated as full time at six (6.0) hours per day: Educational  
9 Braille Interpreter, Educational Sign Language Interpreter, Instructional Paraprofessional,  
10 Parent and Family Engagement Liaison, Garden Coordinator, Registered Behavior  
11 Technician, and Orientation and Mobility Assistant.

12 2. The following positions are designated as full time at seven (7.0) hours per day: Braille  
13 Transcriber, Family Support Paraprofessional, Instructional Paraprofessional (Table  
14 Mountain School), Intervention Specialist, Parent Education Specialist, Speech Language  
15 Pathology Assistant, Transition Specialist I&II, and Wellness Coach I.

16 3. All other positions on Salary Schedule 5 are designated as full time at seven and one-half  
17 (7.5) hours per day.

#### 18 B. Workweek

19 The full-time workweek, exclusive of Migrant Education (ME) (see D below), shall be a  
20 schedule of workdays Monday through Friday, within a seven (7) consecutive day period.

#### 21 C. Work Year

22 The work year is the number of total days paid and months worked and is defined in the  
23 approved job description. Eleven-month positions that are extended over 12 months due to  
24 program need receive additional paid holidays (July 4 and Juneteenth paid in accordance  
25 with the provisions of EdCode 45203).

#### 26 D. Days/Hours of Employment for Migrant Education

27 1. To fit program needs, the regular workday will be a flexible seven or seven and a half-hour  
28 workday, depending on the job description, with two consecutive days off. Managers will  
29 work with unit members to establish work hours that allow them to deliver migrant services  
30 after school and evenings. Distribution of an altered work schedule will be based upon

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<sup>22</sup> Education Code Sections 45103, 45286

<sup>23</sup> Education Code Sections 45101, 45298, 45203

- 1 program need and within each area.
- 2 2. The regular work year will be 218 contract days spread over twelve (12) months.
- 3 3. No later than May 31st, Employment Records (ER) for the following fiscal year (regular year
- 4 and summer school) will be developed collaboratively between the employee and the
- 5 manager.
- 6 4. The Employment Record (ER) is an agreement between management and the employee to
- 7 establish a work calendar with the expectation that it is adhered to throughout the year.
- 8 Following are the ER expectations:
- 9 a. All Migrant Education unit members will complete an ER in order to project duty
- 10 days, vacation days, and non-duty days.
- 11 b. Changes to ERs will be made between managers and unit members based on mutual
- 12 agreement and program need.
- 13 c. Unit members will be paid for approved additional work following State law, BCOE
- 14 policies and bargaining staff agreements.
- 15 d. Unit members may be asked to schedule up to five (5) Saturdays as a workday on
- 16 their ER, based on program needs. During a week where staff have a scheduled
- 17 Saturday, the staff member will schedule a non-duty day on at least one weekday in
- 18 that week. Any additional Saturdays will be compensated following 4.c. above.
- 19 e. Changes to ERs cannot be made retroactively.
- 20 f. Changes to ERs cannot be made in order to avoid using sick days, PC, PN or vacation
- 21 days if the changes disrupt the delivery of the Migrant Education Program.
- 22 g. Unit members will have four opportunities each year to review and revise an ER.
- 23 Unit members will be responsible to submit any agreed-upon changes to the
- 24 Regional Office according to the schedule below:
- 25 • Prior to August 1 (changes made for August 15– June 30)
- 26 • Prior to October 15 (changes made for October 30–June 30)
- 27 • Prior to January 1 (changes made for January 15– June 30)
- 28 • Prior to March 15 (changes made for April 1 – June 30)
- 29 h. Should schedule changes be required due to ME program changes outside of these
- 30 opportunities, managers will follow the bargaining unit agreement contract to
- 31 schedule changes.
- 32 i. ERs will be approved no later than June 15 of each year.
- 33 5. Migrant Education CSEA 436 employees who worked a 7.5-hour day prior to the Migrant

- 1 Education Reorganization in April 2014, will continue to work 7.5 hours per day.
- 2 E. Days and Hours of Employment
- 3 The regular workday hours and/or assigned days of an employee being placed in a new or vacant
- 4 position will be scheduled by the Superintendent or designee and announced by job vacancy notice.
- 5 F. Involuntary Reassignment Hours
- 6 1. Once scheduled, a change in the regular assigned days or hours of an employee holding a
- 7 given position may be made at the Superintendent's or designee's discretion.
- 8 2. Notice of involuntary reassignment of workdays or hours shall be given in writing to the unit
- 9 member(s). Advance notice of at least fourteen (14) working days shall be given. By mutual
- 10 agreement the parties can agree to less than (14) working days' notice.
- 11 3. The Superintendent or designee shall notify the unit member who has been identified for
- 12 reassignment of workdays or hours. At the request of the unit member, they shall be given
- 13 the opportunity to meet with the Superintendent and/or designee(s) to discuss the reason
- 14 for the transfer prior to the implementation of the reassigned workdays or hours. If the
- 15 transfer or reassignment is not based on seniority, the Superintendent or designee shall,
- 16 upon request from the unit member provide the unit member with a written statement
- 17 describing the criteria used in making the determination.
- 18 G. Temporary Involuntary Reassignment of Hours
- 19 1. A temporary reassignment of hours is one initiated by management without the
- 20 concurrence of the unit member.
- 21 2. A temporary reassignment is defined as no more than three (3) consecutive work weeks.
- 22 3. Temporary reassignments may be made at the discretion of the Superintendent or designee
- 23 upon a determination that the transfer or reassignment serves the best interest of the
- 24 Superintendent.
- 25 4. Notice of involuntary reassignment shall be given in writing to the unit member(s). Advance
- 26 notice of at least fourteen (14) calendar days shall be given, except in an emergency
- 27 situation where safety is a concern.
- 28 H. Meal/Rest Periods
- 29 Unit members shall be entitled to meal and rest periods as follows:
- 30 • 2.5 to less than 4.0 hours/day - One 10-minute rest period
- 31 • 4.0 to 5.0 hours/day - One 15-minute rest period
- 32 • 6.0 hours day - One 15-minute rest period and one 10-minute rest period
- 33 • 7.0 to 7.5 hours/day - Two 15-minute rest periods



Any employee whose assignment is more than 5.0 hours must be allowed a half-hour meal period, except that employees may by agreement with the supervisor, voluntarily give up their meal period if the workday does not exceed 6.0 hours. Employees whose assignment is 6.0 hours or more will be allowed a half-hour or hour meal period.

1. Meal Period: Meal periods will be unpaid and duty free. Meal periods shall not be used to shorten the workday.

2. Rest Period: Rest periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

I. Professional Development

Unit members shall be provided at least fifteen (15) business days advance notice of a required in-service training program, if it is not a regular duty day or within regular duty hours. If such notice is not provided, the training activity shall be voluntary with pay if attended.

**ARTICLE 8**

**COMPENSATION**

A. Salary Schedule

1. For the period beginning December 1, 2002, the Superintendent shall increase the 2001-2002 salary schedule 6.37% for employee contribution to PERS. For the period beginning July 1, 2002, the Superintendent shall increase the 2001-2002 salary schedule 2%.
2. Effective July 1, 1996, unit members occupying positions identified by management as requiring utilization of American Sign Language (ASL) shall be paid an additional five percent (5%) of their regular hourly rate. The additional five percent (5%) will cease upon the unit member's transfer into a position that is not identified as an ASL position or management determines the position no longer requires utilization of ASL.
3. Prior to the 2001-2002 fiscal year, the Superintendent paid the employee's share of the PERS contribution on behalf of all bargaining unit members. In 2001-2002, the employee share of the PERS contribution was 7.0% of gross wages and the Superintendent's net cost was also 7.0% since it was not subject to payroll taxes. The parties determined in 2001-2002 that if the salary schedule was increased by 6.37% there would be an additional 0.63% cost in payroll taxes equaling a net cost to the Superintendent of 7.0%. In other words, it cost the Superintendent the same amount whether he paid the employees' share of PERS or instead gave employees a 6.37% salary increase. Because it increased gross salaries for employees and was cost-neutral to the Superintendent, the parties agreed to increase the salary schedule by 6.37% and that employees would pay the employee's share of PERS

1 contribution out of their gross salaries effective December 1, 2002. This provision is included  
2 in this agreement strictly as an historical reference.

3 **B. Insurance Benefits**

- 4 1. The Superintendent shall provide full-time unit members and dependents voluntary  
5 medical, dental, and vision care.
- 6 2. Effective 07/01/2024, The Superintendent will contribute \$963.29 per month toward the  
7 medical premium \$95 per month toward the dental premium, and \$19 per month toward  
8 the vision premium.
- 9 3. Unit members may elect medical plans offered by the Superintendent with higher monthly  
10 premiums by paying the excess premium cost by payroll deduction.
- 11 4. Unit members may elect plans offered by the Superintendent with a lower monthly  
12 premium, and the Superintendent will reimburse the difference in premium to the unit  
13 member.
- 14 5. Regular and part-time unit members provided health program benefits as of June 30, 1980  
15 will continue to receive benefits as long as they meet those criteria under which they  
16 became eligible.
- 17 6. Effective April 1, 1992, the Superintendent shall provide a 1.1% of total wages premium  
18 contribution for each unit member to be applied to an organization-selected disability  
19 insurance program (American Fidelity Assurance Company).
- 20 7. Upon ratification, if not later than March 4, 2016, this provision will be effective April 1,  
21 2016. Upon providing proof of alternative coverage to BCOE, an employee may elect to  
22 decline the BCOE medical, and/or dental, and/or vision coverage. In the alternative an  
23 employee may decline medical coverage and continue to participate in dental and/or vision  
24 coverage. Butte Schools Self-Funded Programs (BSSP) requires that an administration fee  
25 equal to the premium of the least expensive medical, dental, and/or vision plan available,  
26 for the medical, dental and/or vision plan(s) selected by the bargaining unit must be  
27 submitted by BCOE on behalf of the employee. If the administration fee is less than the  
28 annual cap paid by BCOE for health and welfare benefits, the employee will receive the  
29 difference each month as an additional contribution on their paycheck. If the administration  
30 fee exceeds the annual cap, the employee will pay the additional monthly cost.

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

1 plans.

2 C. Overtime

- 3 1. The requirement to work overtime shall be a management prerogative.
- 4 2. Overtime is defined as all work time suffered or permitted in excess of the established
- 5 workday and workweek (Monday-Friday) with prior approval. Compensation shall be paid
- 6 for overtime at the rate of time and one-half. Unit members may take compensating time
- 7 off at time and one-half, with approval by Assistant Superintendent or their designee, if
- 8 taken within 28 days of the time earned. Compensating time not taken within 28 days shall
- 9 be paid at the overtime rate at the next regular pay period.
- 10 3. The workweek and the workday will not be changed in order to avoid payment of overtime.

11 D. Longevity Pay

- 12 1. Following:
- 13 • Ten (10) complete years of employment .....\$840.00
- 14 • Fifteen (15) complete years of employment...\$1,260.00
- 15 • Twenty (20) complete years of employment..\$1,860.00
- 16 2. Longevity pay shall be computed and based on complete years of service and initiated on
- 17 the pay period following the beginning month of longevity qualification.

18 E. Specialized Health Care Procedure Pay

- 19 1. Effective upon ratification and commencing January 1, 2015, Instructional Paraprofessionals
- 20 trained in and performing specialized health care procedures for special need students will
- 21 be reimbursed at the following rates for procedures performed each month, until such time
- 22 as Health Assistant II's are hired to provide specialized health care for students.

No. of Procedures	
Performed/Month	Rate Per Month.
0 - 4 .....	\$10.00
5 - 12 .....	\$25.00
13 - 25 .....	\$50.00
26 - 50 .....	\$75.00
Over 50.....	\$100.00

- 30 2. To qualify for the "0" amount, a unit member must currently have a child in the classroom
- 31 who requires a Specialized Health Care Procedure that is an "as needed" procedure and be
- 32 trained and authorized to perform these procedures. [Example: A child who is allergic to bee
- 33 stings and must be given a shot if stung.]

3. A monthly log will be used to document procedures, signed by the teacher and instructional paraprofessional and sent in for payment on the supplemental payroll).
4. Specialized health care procedure assignments shall be on a voluntary basis unless there is no alternative but to administratively assign a unit member to perform specialized health care procedure duties.

F. Miscellaneous

1. Step Advancement

- a. Unit members commencing work on or after July 1 will be eligible for a step advancement as follows: Employees commencing work between July 1 and December 31 of any fiscal year will be eligible for a step advancement on the following July 1. Employees commencing work between January 1 and June 30 of any fiscal year will be eligible for step advancement on the following January 1.

- b. Step progression shall be annual after the initial step advancement except:

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

2. Reclassification Upward: \*

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

3. Reclassification Downward: \*

When a position is reclassified to a lower classification, the incumbent shall have the following options:

- a. Enter the new class with salary frozen (Y-Rate) at the current level until such time wages at the lower pay range equal no loss of dollars to the unit members.
- b. Bump any unit member in the same class with less seniority.
- c. Bump any unit member with less seniority in a lower class in which the incumbent formerly served.

\* Cross referenced to ARTICLE 17, Reclassification Procedure

4. Additional Percentage Pay:

Unit members receiving two and one-half percent (2.5%) additional pay for utilization of a language other than English or five percent (5%) additional pay for performance of special tasks as of October 1, 1985, will continue to receive such pay providing they continue to meet the criteria under which they became eligible.

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- a. Unit members employed on a regular basis as of July 1, 2015, with the exception of time sheet members, will be paid equal installments based on the number of months worked. Those hired prior to July 1, 2015 have the option to maintain their current payment method, or they may choose to elect the above payment method; this election is irrevocable.
- b. Effective July 1, 1999, the Superintendent shall provide a deferred payroll option for unit members working four (4) hours per day or more and less than twelve (12) months pursuant to Education Code 45165. Unit members, whose position is funded by federal, state or local entitlements with a grant year of July 1 through June 30, will have the deferred payroll option paid off upon the grant termination.

6. Extra Duty Summer Pay:

The Superintendent shall implement a payroll procedure for regular unit members so that work performed in the summer during the 26<sup>th</sup> through the 25<sup>th</sup> pay period would be paid by the 10<sup>th</sup> of the following month.

## 7. Transporting Students:

- a. Unit members who may be required to transport students in the course of employment and incur damage to their vehicle while transporting students, will be reimbursed for documented "Out of Pocket" expense, including deductibles, up to a maximum of \$250.00 per occurrence with a maximum of two (2) occurrences in a contract year.
- b. In the event such payments are made, the Superintendent shall be entitled to collect the amount paid to a unit member from any responsible third party. The unit member shall cooperate fully in such regard.

## ARTICLE 9

## VACATION/HOLIDAY BENEFITS

- A. Paid vacation for full-time, twelve (12) month, permanent unit members is earned at the following rates:

First five years .....	1 day/month
At the beginning of the sixth year .....	1¼ day/month
At the beginning of the eleventh year .....	1½ day/month
At the beginning of the sixteenth year .....	1¾ day/month

1. Vacation for part-time permanent unit members is earned in proration to the number of hours worked related to full time.

2. Although vacation time is earned on a monthly basis, vacation time for the entire year shall be credited on July 1 of each year for permanent unit member's use during the fiscal year except for those part-time permanent employees paid on a time sheet. Time sheet employees will accrue leave monthly according to hours worked each month.
3. As provided in this article, paid vacation shall normally be scheduled in the fiscal year in which it is earned. Vacation hours for school site employees must be used during school closures such as Winter and Spring Break, except for those part-time permanent employees paid on a time sheet. Earned but unused vacation credit may be carried over to the following fiscal year based on the schedule listed in paragraph 4 below.
4. Employees may carryover a maximum of 12 vacation days per year. Unused vacation time in excess of the 12-day limit for the fiscal year shall be paid no later than July 31.
5. Federal and state project unit members may not carry over vacation time to the next fiscal year unless approved by an Associate Superintendent.
6. Upon request, any bargaining unit member may use up to five (5) personal compelling days as vacation days if needed to cover the scheduled Winter or Spring Break.
7. Unit member requests for vacation shall be submitted in writing via email or hard copy notification to the immediate supervisor. Every reasonable effort will be made to approve unit member requests for vacation. Within two (2) calendar weeks of the request the immediate supervisor shall approve or deny the request in writing. If the unit member does not receive a response within two (2) calendar weeks, the unit member is authorized to submit the request directly to the Associate Superintendent or designee of the Human Resources Department and shall receive a written response within three (3) working days. In the event that a verbal/written request is made with short-notice, a response will be provided in a timely manner.
8. A newly hired employee serving their initial probationary period shall not be allowed take vacation during the probationary period. However, with supervisor approval such employee may be allowed to take unpaid time off during the probationary period. If released from employment during the initial probationary period, BCOE will not pay for any vacation that may have been earned.

B. Holidays

1. All classified unit members shall be granted legal holidays as stated in Education Code §45203 and §37220: January 1<sup>st</sup>, Dr. Martin Luther King, Jr. Day, Lincoln Day, Washington Day, Memorial Day, Juneteenth, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving Day, and December

- 25<sup>th</sup>.
2. All days appointed by the Governor for a public fast, thanksgiving, or holiday and all special or limited holidays, on which the Governor provides that the schools shall close.
  3. All days appointed by the President as a public fast, thanksgiving, or holiday, unless it a special or limited holiday.
  4. Any other day designated as a holiday by the governing board of the county board of education or county superintendent of schools (E.C. §1318).
  5. Additional holidays identified as the day before Thanksgiving (scheduled and used in lieu of Admissions Day), the day after Thanksgiving, a day and one-half at Christmas, and a day and one-half at New Year, shall be granted even though occurring on a Saturday or Sunday. Half days are defined as one-half the normal working hours. Half days at Christmas and New Year may be taken at any time during the winter recess.
  6. Unit members who are assigned to work at a site of another school district shall observe the holiday schedule of that district. Unit members shall be entitled to the number of holidays for which they are eligible under the above provisions. In the event the work site district does not observe a holiday specified above, the unit member shall work that day at straight time, and shall observe an alternate day as a paid holiday at straight time, or receive another day's pay at the overtime rate, as determined by the supervisor. In the event the work site district observes a holiday not specified above, the unit member may provide service or observe the holiday with pay, as determined by the supervisor.
  7. It is recognized by the parties that employees in this unit who are assigned to Year Round Education sites may not receive all of the foregoing holidays on the days specified, depending upon the particular calendar for each Year Round Education site. Such employees shall, however, receive the same number of holidays as other employees in the same classification on a traditional work year, or Butte County Office of Education shall provide a substitute holiday for such employee, or provide compensation in the amount to which the employee would have been entitled had the holiday fallen within his or her normal work schedule.
  8. Unit members employed in 260-day positions working the total month of February during a leap year shall be granted one (1) "floating" holiday.

## ARTICLE 10

### 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

- 1 death of a member of the immediate family. Members of the immediate family are: mother,  
2 father, grandmother, grandfather or a grandchild of the unit member or of the spouse or  
3 registered domestic partner of the unit member, and the spouse or registered domestic  
4 partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-  
5 in-law, step/foster parent or child (including miscarriage/stillbirth) of the unit member or  
6 any relative living in the immediate household of the unit member.
- 7 2. Unit members shall be granted bereavement leave of one (1) day to attend the funeral of an  
8 aunt, uncle, niece or nephew of the unit member or the spouse or registered domestic  
9 partner of the unit member.
- 10 B. Reproductive Loss Leave:
- 11 1. Full eligibility guidelines are available in Government Code section 12945.6 and include but  
12 not limited to:
- 13 a. Miscarriage  
14 b. Stillbirth  
15 c. Failed adoption– for example, if a birth mother of legal guardian breaches or dissolves  
16 an adoption agreement, or if an adoption is not finalized for another reason  
17 d. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy  
18 agreement, or if an embryo transfer fails  
19 e. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or  
20 embryo transfer
- 21 C. Jury Duty Leave: Unit members called for jury duty or as a subpoenaed witness shall be granted fully  
22 paid leave in accordance with Government Code Section 1230 and 1230.1.
- 23 D. Illness/Medical Leave:
- 24 1. Definition Sick leave is a level of absence granted to a unit member because of personal  
25 illness or injury.
- 26 2. Length of leave in any fiscal year a regular unit member shall be entitled to paid sick leave at  
27 the rate of one day or ratio thereof for each month of paid regular service on an unlimited  
28 accumulated basis.
- 29 3. Special Conditions
- 30 a. Sick leave for the current fiscal year need not be accrued prior to taking such leave. It  
31 may be taken at any time during the current fiscal year provided it does not exceed the  
32 current fiscal year's sick leave benefit entitlement in addition to any accrued sick leave.
- 33 1) A new unit member shall not be eligible to take more than six days of sick leave



1 until the first day of the calendar month after completion of six months of active  
2 service with the Superintendent of Schools office.

- 3 b. A unit member employed for limited-term assignment in a classification, which is  
4 different from the classification to which the unit member is regularly assigned, shall  
5 earn sick leave benefits for the time worked in such an assignment.
- 6 c. If a unit member resigns, retires or is terminated and has used more sick leave than was  
7 earned, the amount of pay for days used but not earned shall be deducted from the  
8 final warrant of the unit member.
- 9 d. Paid sick leave shall be credited as service towards permanent status with the Butte  
10 County Superintendent of Schools Office.

11 4. Compensation

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

33 5. Retiring Employees

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

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

10 E. Industrial Accident/Illness Leave

11 1. Definition

12 An Industrial Accident Leave is a leave, which qualifies under Workers' Compensation  
13 Insurance as being work connected.

14 2. Requirements

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

19 3. Length of Leave

- 20 a. A unit member shall be entitled to a leave of up to 60 working days in any one fiscal year
- 21 for the same accident or illness. This leave shall not be accumulated from year to year,
- 22 and when any leave overlaps a fiscal year, the employee shall be entitled to only that
- 23 amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 24 b. Payment of wages lost on any day shall not, when added to an award granted the
- 25 employee under the Workers' Compensation laws of this State, exceed the normal wage
- 26 of the day.
- 27 c. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits.
- 28 When entitlement to industrial accident or illness leave, under this Section has been
- 29 exhausted, entitlement to other sick leave, vacation or other paid leave then may be
- 30 used. If, however, an employee is still receiving temporary disability payments under the
- 31 Workers' Compensation laws of this State at the time of the exhaustion of benefits
- 32 under this Section, they shall be entitled to use only so much of their accumulated and
- 33 available normal sick leave and vacation leave, which, when added to the Workers'

- 1 Compensation award, provides for a days pay at the regular rate of pay.
- 2 d. Any time an employee on Industrial Accident or Illness leave is able to return to work,
- 3 they shall be reinstated in their position without loss of pay or benefits.
- 4 4. Effect on Sick Leave
- 5 a. Time on Industrial Accident or Illness Leave will not constitute a break in service; the
- 6 first 60 days is not charged against sick leave.
- 7 5. Absence after Sixtieth Working Day
- 8 a. If the Industrial Accident or Illness Leave should extend beyond sixty working days, the
- 9 unit member must use sick leave and/or vacation to which entitled.
- 10 1) A unit member shall be entitled to use only so much accumulated or available
- 11 sick leave or vacation which, when added to the workers' compensation award,
- 12 provide the full day's wage or salary.
- 13 b. After expiration of all paid leave, a unit member who is unable to return to work as
- 14 determined by a licensed physician may be granted a personal leave without pay for a
- 15 period not to exceed six months. The Superintendent may renew the personal leave for
- 16 two additional six-month periods, or such lesser leave periods that it may provide, but
- 17 not exceed a total of 18 months.
- 18 1) Employees granted a personal leave of absence without pay shall notify the
- 19 superintendent of availability for employment 60 days prior to the conclusion of
- 20 the leave.
- 21 2) If at the conclusion of all paid or unpaid leave the unit member is still unable to
- 22 return to regular assignment, member shall be placed on a re-employed list for
- 23 a period of 39 months in the same manner as if member is laid off for lack of
- 24 work or lack of funds.
- 25 6. Activities While on Leave
- 26 a. A unit member starting any new gainful employment shall be required to forfeit any
- 27 injury pay received from the Superintendent of Schools office under this leave, except as
- 28 permitted by Workers' Compensation law. Workers' Compensation claims can continue
- 29 to be litigated after an employee returns to work pursuant to applicable workers'
- 30 Compensation laws.
- 31 b. A unit member on Industrial Accident Leave shall remain within the state unless the
- 32 Superintendent authorizes travel outside the state.
- 33 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 dates of the requested leave. If the requested leave is for pregnancy, the application form which shall be accompanied by a written statement by the unit member's physician specifying: 1) the expected date of confinement, and 2) the length of time they can continue working safely.
3. 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 Butte County Office of Education.
  - a. Employees granted a parental leave shall notify the Superintendent of availability for employment 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.
4. 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.
5. 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.
6. If a dependent child becomes physically/ mentally handicapped, the provisions of this Section shall be applied to unit members eligible under these provisions.
7. 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 Leave: 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 of his immediate family when additional leave is required beyond regular bereavement leave.
  2. Accident involving his person or property, or the person or property of a member of his 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 of his 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 members, 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 of seven (7) days personal necessity leave may be granted with only "personal compelling" identified as the reason.
1. Upon request, any bargaining unit member may use up to (5) personal compelling days as vacation days if needed to cover the scheduled Winter or Spring Break
- J. Leave Without Pay: The Superintendent may grant a leave without pay for a period not to exceed one (1) year.

## ARTICLE 11

### EARLY RETIREMENT PROGRAM

- A. A unit member employed on a regular basis prior to July 1, 2003, is eligible for the Early Retirement Program at fifty-five (55) years of age having served a minimum of twelve (12) years of full-time

1 service with the Butte County Superintendent of Schools Office and meets the following criteria. A  
2 unit member *employed on a regular basis* after July 1, 2003, and prior to July 1, 2004, is eligible for  
3 the Early Retirement Program at fifty-eight (58) years of age having served a minimum of twelve (12)  
4 years of full-time service with the Butte County Superintendent of Schools Office and meets the  
5 following criteria. A unit member employed on a regular basis after July 1, 2004 is eligible for the  
6 Early Retirement Program at fifty-eight (58) years of age having served a minimum of twenty (20)  
7 years of full-time service with the Butte County Superintendent of Schools Office and meets the  
8 following criteria. The premium provided in the last full-year of employment shall be the amount  
9 provided during participation in the Early Retirement Program, subject to negotiations.

- 10 1. The unit member has completed the minimum years of full-time service specified above  
11 within one year of the date of retirement.
- 12 2. The unit member is qualified for and is in the process of receiving retirement benefits under  
13 the State Teachers Retirement System and/or the Public Employees Retirement System.
- 14 3. The unit member is currently employed at the time of this contract, or was employed on a  
15 regular basis subsequent to this contract.

16 B. A unit member meeting the preceding criteria and subsequently granted entry into the Early  
17 Retirement Program shall receive benefits subject to the following limitations:

- 18 1. Coverage under this program shall cease at "Medicare eligibility" pursuant to Social Security  
19 Administration guidelines, which are based on the year of birth. The unit member shall be  
20 allowed to enter the group medical insurance program by paying the existing premium  
21 rates.
- 22 2. Premiums for the group medical insurance program shall be paid by the Butte County Office  
23 of Education for the unit member and their dependents so long as the unit member is fifty-  
24 five (55) years of age (employed prior to July 1, 2003) or fifty-eight (58) years of age  
25 (employed after July 1, 2003) and less than "Medicare eligibility age" pursuant to Social  
26 Security Administration guidelines.
- 27 3. All benefits under the Early Retirement Program shall cease upon the death of the unit  
28 member, with the condition that the unit members spouse or registered domestic partner  
29 shall be eligible to continue in the group medical insurance program for up to seven (7)  
30 years following the unit member's death by paying the existing premium rates.
- 31 4. A unit member who is subsequently employed and/or married or enters into a domestic  
32 partnership recognized by the state of California, and receives a comparable or greater  
33 health program benefits would become ineligible for benefits of this program.

1 **ARTICLE 12**

2 **GRIEVANCE PROCEDURE**

3 A. **Definitions:**

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

6 **Grievant:** A unit member identified in Section II (Recognition) of this Contract and/or CSEA  
7 president or designee.

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

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

11 B. **Special Conditions:**

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

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

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

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

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

27 6. Time limits may be extended by mutual agreement.

28 C. **Procedure:**

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

32 2. **Formal Level I:** When twenty-five (25) days omission or infraction of this Contract giving rise  
33 to the grievance, the 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 disposition of the grievance by the administrator, the grievant, within five (5) working days, may appeal and/or request the CSEA appeal said grievance to Level II.

3. **Formal Level II:** A statement of appeal Level, including a copy of the original grievance, the decision/resolution rendered (if any), and a clear, concise statement of the reasons for the appeal will be presented to the Assistant Superintendent, Administrative Services.

The Assistant Superintendent 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 the Assistant Superintendent does not respond within the time limit provided, or if the grievant is not satisfied with the decision/resolution at Level II, the grievant may, within five (5) working days, submit in writing and/or request that CSEA submit a request to the Superintendent for an appeal at Level III.

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

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

5. **Formal Level IV:** If the aggrieved is not satisfied with the decision rendered by the Superintendent, Level III, they may request that the Association submit the grievance to mediation which must be mutually agreed by the Association and the Superintendent. Within ten (10) duty days after receipt of the Level III decision, the Association may request that a mediator from the California State Conciliation Service meet with the Association and the Superintendent or designee to attempt to settle the grievance. If the grievance is not



resolved as a result of mediation, the Association, at the request of the grievant, may appeal the grievance to arbitration (Formal Level V).

6. **Formal Level V:** The grievant and the employer, having decided on arbitration, shall attempt to agree upon an arbitrator. Should they be unable to do so, a request shall be made to the State Conciliation Service to supply a panel of five (5) persons experienced in hearing public school employee grievances. Each party shall alternately strike a name from the panel list until only one name remains. The remaining panel member shall be the arbitrator.

The arbitrator shall proceed under the Expedited Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be in written form and will set forth findings of fact, reasoning and conclusions on the issue (s) submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the employer.

The total fees and expenses of the arbitrator shall be borne equally by the employer and CSEA.

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 13

### **TRANSFERS/VACANCIES/PROMOTIONS/DEMOTIONS**

#### A. Transfers

1. Definition: A transfer is the relocation of a unit member from one (1) work site to another work site. Transfers fall into two categories:
  - a. Voluntary Transfer: Initiated at the request of a unit member.
  - b. Involuntary Transfer: Initiated by the Superintendent.
  - c. Transfer Notice: Butte County Office of Education (BCOE) shall provide notice of all proposed transfers to the CSEA President. BCOE will also provide a copy of all transfer correspondence or notices sent to an affected employee.
2. Voluntary Transfers:
  - a. Unit members may file a request for transfer at any time during the school year. Such requests shall remain active for the current school year only. Transfer for the ensuing school year shall be on file with Human Resources not later than June 30.

- b. Transferred unit members shall serve a probationary period. Serving a probationary period in the new position/classification does not affect the unit member's permanent status if the unit member has acquired such status.
  - c. Unit members shall submit forms for transfer to the Human Resources office.
  - d. The filing of a request for transfer is without prejudice to the unit member. Such requests shall not jeopardize the unit member's present position.
  - e. Seniority will be a factor in the consideration of candidates.
3. Involuntary Transfers: An employee involuntarily transferred or transferred due to layoff shall be reimbursed at the current approved mileage rate for total new round trip miles less the previous round trip commute. In order to qualify, the new round trip must be at least 20 miles more than the previous round trip. An employee shall be reimbursed such excess mileage for up to 36 months unless one or both of the following occurs:
- a. Commute becomes less than the previous commute and does not meet the qualifying conditions stated above.
  - b. Employee voluntarily changes jobs, even if at the same job site. If an employee's commute increases due to a living location change, the reimbursement amount does not change.
4. Job Site Modifications
- a. This procedure shall apply to changes in job site or work year assignment to year-round education within the unit as a result of program needs.
  - b. Prior to any such changes in job site or assignment to year-round education, management shall consult with affected staff members and CSEA concerning job site changes prior to notifying employees pursuant to item c. below. Such changes in job site shall be attempted to be accommodated voluntarily by the employees involved.
  - c. Employees currently assigned to a site newly designated as a year-round school and not in a twelve (12) month position shall be given first consideration for vacancies (same classification) for which they are qualified.
  - d. No employee who is assigned to a year-round education site shall suffer a loss in assigned time and/or benefits from that employee's previous assigned time and/or benefits in a "traditional" schedule when mutually agreeing to a modified work year which results in no change in assigned time or total days worked per year.
  - e. A unit member whose job site is to be changed shall be provided at least fourteen (14) calendar days advance notice. The employee shall be provided the following options:

1. Accept the changed job site, or
  2. Accept any current unit vacancy within the existing classification for which the employee meets the requirements and qualifications.
- f. In the event the employee does not exercise the above options, the least senior employee who meets the following criteria shall be assigned to the job site:
1. Is currently assigned within a thirty (30) mile radius of that position.
  2. Has the same number of assigned hours of employment and classification as that position.
  3. Meets the requirements and qualifications of that position.
- g. The incumbent employee would then have the option of being reassigned to the least senior employee's position or of resigning employment.
5. Medical Transfer: The Superintendent shall determine and give alternate work, when available, to a unit member who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be initiated only by mutual agreement with CSEA and the concurrence of the unit member.
- B. Vacancies:
1. Definition:
    - a. A vacancy is an existing regular position vacated by a unit member or a newly established regular position to be filled by a unit member.
  2. Vacancy Notices:
    - a. Vacancy notices shall be distributed by the Human Resources Office by:
      1. Sending a copy of the vacancy announcement by email to the CSEA President;
      2. Emailing the Edjoin link which includes a listing of all opening to all BCOE employees weekly;
      3. Emailing BCOE in-house vacancy announcements to all BCOE employees as they occur;
      4. Posting a link to the announcement on the HR bulletin board at the BCOE Bird Street office, with hard copies available upon request;
      5. Vacancy notices will be posted for a minimum of ten (10) calendar days
      6. Vacancy notices shall include the following information: job title, a brief description of the position and duties, minimum qualifications required for the position, and months per year assigned to the position, salary range, and the deadline for filing.

Vacancy notices will normally, but not necessarily also contain assigned job site,  
number of hours per day, days per week.

3. Filing of Applications:

a. A unit member may apply by submitting a completed application, through Edjoin, to the  
Human Resources office on or before the final date for filing applications.

b. Probationary unit members may be considered for promotion.

4. Selection:

a. Consideration for an interview will be given to all candidates who meet the established  
qualifications for the classification.

b. Length of service will be a factor in the selection of a candidate.

C. Promotion Procedure: A vacancy shall be filled in the following order:

1. By transfer or promotion of bargaining unit members. Requires at least three (3) applicants  
who meet the posted minimum qualifications to preclude the simultaneous consideration of  
external candidates.

2. By screening from candidates not currently employed by the Butte County Superintendent  
of Schools.

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

4. Selection shall be made on the basis of the individual qualifications and capabilities of the  
candidates, current work performance, seniority including time spent in related  
occupational classification, affirmative action guidelines, and in the best interests and needs  
of the Butte County Superintendent of Schools. Performance evaluations may be used in  
determining the personal fitness and suitability of the candidate.

5. Unit Members changing classification upward shall enter the new class on the first salary  
step which is not less than five percent (5%) greater than their current rate of pay; in special  
circumstances where the unit member's skills, knowledge, abilities, and/or experience  
warrant, Human Resources, the department head, may agree on a higher step placement.

D. Probationary Training Period:

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

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

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

4. Candidates who are interviewed will be notified concerning their status after the selection has been made.

E. Voluntary Demotion: A written request by the unit member for a voluntary demotion must be filed with the Human Resources office.

#### ARTICLE 14

##### HEALTH BENEFITS COMMITTEE

California School Employees Association Chapter 436 shall jointly work with other BCOE bargaining units to select one person to serve as the labor representative on the Butte Schools Self-Funded Programs Board.

#### ARTICLE 15

##### JOB PERFORMANCE EVALUATION PROCEDURES

A. Probationary periods:

1. The initial probationary period for a newly hired employee shall be six (6) work months or 130 work days. An employee serving an initial probationary period may be released without right to an appeal.
2. The probationary period for employees who laterally transfer into a different classification paid at the same range or who promote shall also be six (6) work months or 130 paid days. If such employee does not pass probation they shall be returned to their former position in their former classification. There shall be no probationary period for an employee who transfers from one position to another within their classification.

B. 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. Unless noted in B.3, a permanent unit member shall receive a written evaluation at least once every two (2) years unless otherwise requested by the unit member supervisor. Due dates MUST be observed.
3. As required by the California Department of Education Migrant Education contract, Migrant Education Recruiters will be reviewed and evaluated annually.
- 4.

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

D. 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 Butte County Office of Education forms and discuss it with the unit member.
  2. 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.
  3. Evaluations may be conducted as frequently as required to improve performance.
  4. A unit member shall have a period of thirty (30) 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.
  5. 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.
- E. The evaluator may prepare evaluations or progress reports on a schedule more frequent than described in this section and may conduct progress reports in written form with a copy to the unit member.
- F. The Superintendent/Designee may deny summer/intersession or extended year employment to an employee who has received a notice of unsatisfactory performance and is under an improvement plan and is not making satisfactory progress. The decision shall be communicated in writing to the employee and shall occur at least 3 weeks in advance of the intersession or extended year employment to allow for the employee to meet with the Superintendent/ designee regarding the decision.
- G. 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.

- 1 c. Upon submission of an authorization signed by a unit member, a CSEA representative  
2 may review that unit member's personnel file without the necessity of having the unit  
3 member present.

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

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

8 J. Derogatory material, after remaining in the file for a period of two (2) years, upon request of the  
9 unit member or the authorized representatives of the employee, shall be sealed.

## 10 **ARTICLE 16**

### 11 **EDUCATIONAL INCENTIVE PROGRAM**

#### 12 A. Conditions:

13 The Superintendent encourages unit members' educational development by annually providing in-  
14 service opportunities for all personnel and by encouraging enrollment in appropriate classes at  
15 educational institutions.

## 16 **ARTICLE 17**

### 17 **RECLASSIFICATION PROCEDURE**

18 A. Definition: Reclassification is the placement of a position in a classification different from the  
19 one currently designated.

20 B. The Superintendent shall reclassify a position when it appears there has been a significant change  
21 in the duties and/or responsibilities of a position.

22 1. When a position is reclassified to a higher classification, the Superintendent shall determine  
23 if the incumbent is qualified to advance to the higher class.

24 2. Unit members changing classification upward shall enter the new class on the first salary  
25 step which is not less than five percent (5%) greater than their current rate of pay; in special  
26 circumstances where the unit member's skills, knowledge, abilities, and/or experience  
27 warrant, Human Resources, the department head, and Cabinet member. may agree on a  
28 higher step placement.

29 3. When a position is reclassified to a lower classification, the incumbent shall have the  
30 following options:

31 a. Enter the new class with salary frozen (Y-Rate) at the current level until such time wages  
32 at the lower pay range equal no loss of dollars to the unit member.

33 b. Bump any unit member in the same class with less seniority.

- 1 c. Bump any unit member with less seniority in a lower class in which the incumbent  
2 formerly served.

3 **ARTICLE 18**

4 **NEGOTIATION PROCEDURES**

- 5 A. The Superintendent and CSEA shall initiate negotiations sessions at any time either deems necessary  
6 using the WIN-WIN bargaining process. [Negotiations based on principals, assumptions, steps, and  
7 techniques which trained negotiators use to achieve positive results for both parties.]
- 8 B. The Superintendent and CSEA may initiate negotiation sessions by written notification to the other  
9 party outlining the issue. The first session shall be scheduled within 30 days or as mutually agreed.
- 10 C. If agreement is reached on any elements of the package, those elements may be reduced to writing  
11 and initialed as "tentative agreements."
- 12 D. It is understood and agreed that "tentative agreement" means subject to reaching agreement,  
13 including editorial and syntactical adjustment in the language. The initialing in no way implies a  
14 contractual agreement.
- 15 E. CSEA shall be allowed release time for up to five (5) unit members for the purpose of attending joint  
16 negotiation sessions, which are mutually scheduled by the parties. Said released time commences at  
17 time and days mutually scheduled for negotiations. Unit members will suffer no loss of pay for  
18 release time.
- 19 F. In addition, CSEA #436 negotiation team members shall be granted up to twelve (12) hours of  
20 release time, per fiscal year, to conduct CSEA business associated with negotiations. In the event  
21 additional hours are needed due to the complexity of the issues and the negotiation process, CSEA  
22 and BCOE will discuss the need.

23 **ARTICLE 19**

24 **LAYOFF AND REEMPLOYMENT**

- 25 A. Layoff Definition: A layoff is an involuntary separation of a permanent classified employee from the  
26 classified service directly caused by a lack of work (elimination of services) or a lack of funds  
27 (including the expiration of a specially funded program). Layoff includes any reduction in hours of  
28 employment or assignment to a classification in which the employee has permanence, voluntarily  
29 consented to by the employee, in order to avoid interruption of employment by lay off.
- 30 B. Reason for Layoff: Layoff shall occur only for lack of work or lack of funds in accordance with  
31 Education Code sections §45117, §45298, and §45308.
- 32 C. Notice of Layoff:



1. Notice of layoff shall be provided in accordance with the provisions of applicable law. (Ed. Code section 45117.)
  2. When BCOE will lay off a classified employee for the ensuing year due to lack of work or lack of funds, a written preliminary notice of layoff must be served to the employee no later than March 15, except as provided by law.
  3. When BCOE will lay off a classified employee due to the expiration of a specially funded program, a written notice of layoff must be served to the employee not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.
  4. Notice shall be served personally or sent by certified mail to affected employees at their last address on file with the BCOE.
  5. The notice shall contain:
    - a. The reason for the layoff;
    - b. The effective date;
    - c. The employee's displacement rights, if any;
    - d. The employee's reemployment rights; and
    - e. The employee's hearing rights, if the layoff is not due to the expiration of a specially funded program.
- D. The Superintendent/Designee shall notify CSEA Chapter #436 in writing prior to the date of any layoff notices being sent to bargaining unit employees. Superintendent and CSEA Chapter #436 shall meet sufficiently in advance of the notices being sent in order to complete negotiations by the effective date of layoff notices. CSEA may open negotiations at its discretion on the effects of the proposed layoffs and to determine the order of layoff within the provisions of this agreement and/or to negotiate the decision and effects of proposed reductions in hours. By no later than the date the layoff notices are sent to employees, The Superintendent/Designee shall also provide CSEA with a copy of the seniority list and information showing where it anticipates each employee who may be affected by layoff has bumping rights.
- E. A copy of each employee's layoff notice shall also be sent to the CSEA Chapter President.
- F. 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.

- 1 A failure to request a hearing within this timeframe shall constitute a waiver of the  
2 employee's right to a hearing.
- 3 2. If a hearing is properly requested, the proceedings shall be conducted consistent with  
4 Education Code section 45117(c) and other applicable provisions of law.
- 5 3. A final notice of layoff shall be given to the employee before May 15 unless a continuance is  
6 granted after an employee's request for hearing is submitted. If a continuance is granted,  
7 the date to serve the final notice of layoff will be extended the number of calendar days of  
8 the continuance.
- 9 G. Order of Layoff and Reemployment:
- 10 1. Order of layoff shall be determined in accordance with the provisions of applicable law. (Ed.  
11 Code section 45308.)
- 12 2. Whenever a permanent classified employee is laid off, the order of layoff within a class  
13 (classification) shall be determined by length of service. The employee, who has been  
14 employed the shortest time in the classification plus equal or higher paid classifications,  
15 shall be laid off first. Reemployment shall be in the reverse order of layoff.
- 16 3. Seniority (length of service) is determined based upon the earliest date of hire within the  
17 classification, an equal classification on the salary schedule or a higher classification and  
18 without regard to hours the employee has been in paid status.
- 19 H. Process for Implementing Layoffs and Bumping Rights: The following process will be used for  
20 implementing layoffs:
- 21 1. In the event a position is eliminated that is held by an employee who is not the least senior  
22 employee in the classification, the following process will be used.
- 23 Step 1: If there is another position in the classification with a job profile that most  
24 closely approximates their weekly work hours, and which has the same or  
25 less annual hours they shall be able to bump into that position.
- 26 Step 2: (if needed): If there are no positions in the classification that have a job  
27 profile with the same or less annual hours, the employee whose position has  
28 been eliminated will be allowed to bump an employee in the classification  
29 with greater annual hours. The employee under these circumstances must  
30 bump the least senior employee in the classification with greater annual  
31 hours.
- 32 2. The process outlined in Article 19.F.1 directly above will also be used by employees bumping  
33 into lateral or lower classifications. (Lateral refers to a classification paid on the same range

- as the classification from which they are bumping).
- I. Voluntary Layoff in Lieu of Bumping: A regular employee who elects a layoff in lieu of bumping maintains their rights under this agreement.
- J. Equal Seniority: If two (2) or more employees, subject to layoff, have equal seniority in a class then the determination as to who shall be laid off shall be made on the basis of earliest hire date in any classification. If seniority is still equal, the determination shall be made by lot with the affected employees present.
- K. Salary Placement for Employees Exercising Bumping Rights: When an employee exercises their bumping rights into an equal classification, that employee shall remain on their current range step. When an employee exercises their bumping rights to a lower classification, such employee shall be placed on the salary range step in the lower classification that has an equal salary level. If there is no range and step with an equal salary level, the employee shall be frozen at their existing range and step for at least one (1) year or until such time that the lower classification has a salary level that exceeds the salary level at which the employee was frozen.
- L. Reemployment Rights: Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months in their classification or series and shall be reemployed in preference to new applicants. An employee on a reemployment list shall be notified of all employment opportunities in their classification.
1. In addition, such employees laid off shall have the right to apply for promotional positions within BCOE during the thirty-nine (39) month period. Such employees shall also have the right to be employed in preference to outside applicants into any vacant position in any classification for which they have applied and qualified as determined by test or assessment by BCOE. It shall be the laid off employee's obligation to notify The Superintendent/Designee that they believe they are qualified to serve in any classification, and The Superintendent/Designee shall be obligated to provide any applicable qualifying test or assessment in a timely manner. It is recommended that an employee provide such notice as soon after receiving a layoff notice as possible in order to allow The Superintendent/Designee to "pre-qualify" them in any classification they believe they are qualified to serve.
- M. Voluntary Demotion or Voluntary Reduction in Assigned Time: Regular employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within a sixty-three (63) month period, except that

1 they shall be ranked in accordance with their seniority on any valid reemployment list.

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

11 O. Seniority Roster: The Superintendent/Designee will establish a seniority roster for each affected  
12 classification. The roster will be given to the CSEA president prior to any layoff notices being issued.

13 P. Notification of Reemployment Opening: An employee who is laid off and is subsequently eligible for  
14 reemployment shall be notified in writing of an opening. It is the employee's responsibility to ensure  
15 The Superintendent/Designee has a current address to which such notices shall be sent. Such notice  
16 shall be sent by Certified Mail to the last address given by the employee, and a copy shall be sent to  
17 Chapter #436 President. Employee notification shall be considered effective three (3) mail days  
18 following delivery or upon receipt, whichever occurs first.

19 Q. Employee Notification to The Superintendent/Designee: An employee shall notify The  
20 Superintendent/Designee of their intent to accept or refuse reemployment within ten (10) working  
21 days of the effective date of the reemployment notification. If the employee accepts reemployment,  
22 the employee must report to work within twenty (20) working days following receipt of the  
23 reemployment notice. An employee given notice of reemployment need not accept the  
24 reemployment to maintain the employee's eligibility on the reemployment list, provided the  
25 employee notifies Human Resources, in writing, of refusal of reemployment within ten (10)  
26 workdays after the receipt or attempted delivery of the reemployment notice.

27 R. Reemployment in Highest Classification: Employees shall be reemployed in the highest rated job  
28 classification and time assignment available, in accordance with their seniority in any classification in  
29 which they hold seniority. Employees who elect a reduction in hours or who accept a position in a  
30 classification that is lower than their former classification, shall retain their original sixty-three (63)  
31 month reemployment rights to a position in the classification from which they were serving when  
32 actually laid off.

- 1 S. Seniority During Layoff: Upon return to work all time during which an individual was in layoff status  
2 shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during  
3 such time the individual shall not accrue vacation, sick leave, holidays or other leave benefits.
- 4 T. Accumulated Seniority: If an employee is laid off and is subsequently reemployed within thirty-nine  
5 (39) months of the layoff, all time accumulated for seniority purposes prior to the effective date of  
6 layoff shall be credited to the employee's records.
- 7 U. Sick Leave Benefits: If an employee is reemployed within thirty-nine (39) months of the layoff, all  
8 unused sick leave accumulated prior to the effective date of the layoff shall be credited to the  
9 employee's record.
- 10 V. Vacation Benefits: If an employee is reemployed within thirty-nine (39) months of the date of the  
11 layoff, the employee shall regain vacation longevity held prior to layoff.
- 12 W. Salary Placement: Salary placement for employees reemployed after a layoff shall be determined as  
13 follows:
- 14 1. If a laid off employee is subsequently reemployed in an equal or lower classification within  
15 39 months of the date of layoff, the employee will be placed on the salary step in effect at  
16 date of layoff.
  - 17 2. If the employee is reemployed in a higher classification, they shall be placed on the step  
18 they were last placed on when employed in the higher classification.
  - 19 3. If a laid off employee subsequently returns within thirty-nine (39) months of the date of  
20 layoff and is employed in an equal or lower classification in which they have not previously  
21 served, the employee will be placed on the appropriate range at the salary step in effect at  
22 date of layoff.
  - 23 4. If a laid off employee returns within thirty-nine (39) months and is employed in a higher  
24 classification in which they have not previously served, the employee shall be placed on the  
25 salary schedule as indicated in Article 8, Section F (2).

26 **Article 20**  
27 **TERM**

- 28 A. This agreement shall remain in full force and effect from July 1, 2024, up to and including June 30,  
29 2027.
- 30 B. The Superintendent and CSEA shall initiate negotiations at any time either deems necessary using  
31 the Interest Based Bargaining process.





**APPENDIX: A Continued**

**Schedule - 5 Classified Instructional Support Employees  
Job Titles**

<b>Job Title</b>	<b>Range</b>
Assistive Technology Assistant	14
BCOE School Van Driver	14
Braille Transcriber Entry Level	5
Braille Transcriber Level 1	14
Braille Transcriber Level 2	19
Braille Transcriber Level 3	32
Case Manager I	19
Case Manager II	23
Certified Occupational Therapy Assistant	31
Certified Speech-Language Pathology Assistant	31
Early Learning and Care Family Navigator	21
Educational Braille Interpreter	10
Educational Braille Interpreter - Level 1	12
Educational Braille Interpreter - Level 2	18
Educational Braille Interpreter - Level 3	31
Educational Sign Language Interpreter - Entry Level	12
Educational Sign Language Interpreter - Level 1	32
Enrichment Programs and Resource Coordinator	18
Family Support Paraprofessional	19
Food Service Server	3
Garden Coordinator	10
Head Cook for Mobile Kitchen	14
Health Assistant II	22
Instructional Paraprofessional	10
Intervention Specialist - No new hires	31
Job Developer	18
Migrant Education Program Guidance Specialist	31
Migrant Education Recruiter	15
Orientation & Mobility Assistant	14
Parent and Family Engagement Liaison	10
Parent Education Specialist - Migrant Education	31
Registered Behavior Technician	19
School Activity Assistant I	3
School Activity Assistant II (No new hires)	3
School Recreation Assistant	3
Senior Job Developer	22
Student Learning Aide	3
Student Learning Aide II	4
Technical/Occupational Paraprofessional	31
Transition Specialist I	22
Transition Specialist II	24
Wellness Coach	22

**APPENDIX: B**

**Migrant Education Reorganization**

**AGREEMENT 2013-2014**

Between

**BUTTE COUNTY SUPERINTENDENT OF SCHOOLS**

and

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

Chapter 436

Effective April 25, 2014

[Instructional Support Staff]

Effective upon Ratification by both parties  
Effects of Migrant Education Reorganization

BCOE and CSEA 436 agree to the following terms regarding the implementation of the Migrant Education Region 2 reorganization:

1. Salary and hours of positions both new and revised
  - a. Recruiters – Recruiters shall remain on the existing salary range, Schedule 5, Range 8. The work day for Recruiters will be 7 hours per day.
  - b. Family Support Paraprofessionals (FSP) – The FSP salary schedule shall be Schedule 5, Range 10. The work day for FSPs will be 7 hours per day.
  - c. Intervention Specialists (IS) – The IS salary schedule shall be Schedule 5, Range 31. The work day for ISs will be 7 hours.
2. Placement on Salary schedule
  - a. Current Recruiters selected to fill a Recruiter position will remain on the step currently placed on and advance annually as per contract.
  - b. Family Support Paraprofessionals – An MSP or ECE Paraprofessional selected to fill an FSP position will be placed as follows:
    - i. An MSP or ECE Para with 60 or more semester units, or an AA or AS will be placed in the same column of Range 10 as they currently are placed for the MSP or ECE position.

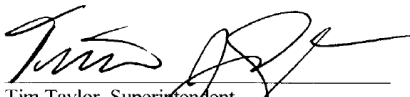
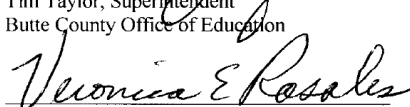


- ii. An MSP or ECE not holding an AA or having less than 60 semester college units will be placed on the Range 10 step that assures no loss of pay rate.
  - c. Intervention Specialists – An SSA or OS selected to fill an IS position shall be placed as follows:
    - i. Outreach Specialists shall remain at their current placement on Schedule 5, Range 31 and advance annually as per contract.
    - ii. SSAs shall be placed at Range 31, Column B. An SSA holding a BA or BS degree will annually advance on the salary schedule. An SSA not holding a BA or BS degree shall not advance on the salary schedule unless they complete a minimum of 12 college semester units each year until a BA or BS degree is obtained.
3. Miscellaneous
- a. North State positions – the positions in the far North State shall become Family Support Paraprofessional positions.
  - b. Demotions – Any current Migrant Education CSEA 436 employee who is placed in a position which is considered a demotion shall be y-rated at their current rate of pay until such time wages at the lower rate equal no loss of dollars to the unit member.
  - c. Hours – Any current Migrant Education CSEA 436 employee who currently works a 7.5 hour day will continue to work 7.5 hours per day even if placed in a 7 hour per day position.
  - d. The work year for Recruiters, Family Support Paraprofessionals, and Intervention Specialists shall be 183 workdays during a twelve (12) month year to be scheduled on a flexible calendar.
4. Process for filling positions
- a. Current Migrant Education CSEA 436 employees must submit a Letter of Interest stating which positions they are interested in and a current resume by March 21, 2014. Letters and resumes are to be sent to BCOE Human Resources.
  - b. Committee – a committee of management and CSEA 436 members will review all letters and resumes with an agreed upon rubric to evaluate and make appropriate placements. The Human Resources Assistant Superintendent and

the Migrant Education Assistant Superintendent will review evaluations in the event that the candidates being considered are close in terms of scoring on the rubric. Following the review of evaluations, the final decision will be made by the Assistant Superintendents.

3/16/14  
Date

5/13/14  
Date

  
Tim Taylor, Superintendent  
Butte County Office of Education  
  
Veronica Rosales, President  
California School Employees Association,  
Chapter #436

**Collective Bargaining Unit Agreement Current Revisions**

1. Ratified 2024-2027 CBA on 08/30/2024
2. Revised Article 7 Workday, Workweek, Work Year; Article 10 Leave of Absence Benefits; Article 13 Transfers/Vacancies/Promotions/Demotions; Article 18 Negotiations Procedures; removed the 2024-25 Salary Schedule and added the 2025-26 Salary Schedule on 08/14/2025.