

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

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

1 D. Membership Information

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

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

8 E. Hold Harmless Provision

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

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

16 **ARTICLE 2**

17 **SEPARABILITY AND SAVINGS**

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

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

26 **ARTICLE 3**

27 **MAINTENANCE OF OPERATIONS**

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

31 B. During the term of this Agreement, the Superintendent, in consideration of the terms and
32 conditions of this Agreement, will not authorize or permit any lockout of members of the unit.

1 **ARTICLE 4**

2 **CSEA RIGHTS**

3 A. Printing Agreement

4 B. The Superintendent shall provide a copy of the agreement to all new employees in the bargaining
5 unit once upon employment. Union Stewards

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

9 2. Steward Presence:

10 a. The site steward may be present at all levels of the grievance procedure when
11 requested to do so by the aggrieved unit member.

12 b. One designated job steward at each Area Office shall be granted one hour each week to
13 conduct CSEA business. Said time shall be determined semi-annually by the unit
14 member's immediate supervisor as indicated by the needs of the County Office.

15 3. Number of Stewards:

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

19 C. CSEA Staff Access

20 1. CSEA field representative shall be granted access to Butte County Office of Education
21 premises for the purpose of administration of this Agreement and for conduct of
22 appropriate business under the following conditions:

23 a. The principal/department head/designee shall be notified of the representative's
24 presence at the work site.

25 b. Visits to unit members or unit member groups, in general, shall be confined to non-duty
26 hours. Non-duty time is the time before and after the assigned hours of work, lunch/rest
27 periods.

28 c. However, access to employees during the duty hours may be granted under special
29 circumstances by the Cabinet member for the division within their discretion after a
30 request from CSEA.

31 2. CSEA shall be allowed the right to reasonable use, without charge, of institutional bulletin
32 boards, for the posting of information and notices concerning CSEA matters.

33 3. The Superintendent agrees to make space available for the purpose of holding a reasonable
34 number of CSEA meetings where practical and at no cost to the Superintendent. CSEA shall

- 1 provide adequate notice, in advance, and shall comply with facility-use regulations.
- 2 4. CSEA may review employee personnel files and any other records dealing with an employee
- 3 when accompanied by the employee or upon presentation of a written authorization signed
- 4 by the employee.
- 5 5. The unit shall be supplied with a complete "hire date" seniority roster of all bargaining unit
- 6 employees on the effective date of this Agreement and each January thereafter. The roster
- 7 shall indicate the employee's present classification and primary job site. The unit shall also
- 8 be provided a copy of the classified personnel monthly activity report.
- 9 6. On the effective date of this Agreement and monthly, the unit will be furnished a current
- 10 listing of each member's current mailing address. Changes in classification/primary job
- 11 sites/ mailing addresses will be forwarded to the unit on a classified personnel monthly
- 12 activity report.
- 13 7. CSEA shall review and/or receive copies of any and all materials related to wages, hours, and
- 14 other terms and conditions of employment, which are relevant to CSEA to fulfill its duties
- 15 and obligations to members of the unit.
- 16 8. CSEA President or designee will be released from regular assignment to attend up to two (2)
- 17 Migrant Education area meetings in each area.
- 18 9. Four (4) CSEA Chapter delegates shall be released to attend the CSEA Annual Conference.
- 19 10. Two (2) designated CSEA officers shall each be granted two (2) hours of non-accumulative
- 20 release time per week to conduct CSEA business. Said time shall be determined semi-
- 21 annually by the unit member's immediate supervisor as dictated by the needs of the County
- 22 Office.
- 23 11. CSEA will be provided a complete packet of items for each month Board of Education
- 24 meeting.
- 25 12. CSEA shall provide the Superintendent the names of its unit members who are to be
- 26 provided release time.

27 D. Nondiscrimination

- 28 1. No unit member, supervisor or member of management shall unlawfully be discriminated
- 29 against by the Superintendent or CSEA because of their efforts in carrying out this
- 30 Agreement or because of race, religion, creed, color, national origin, sex, age, marital status,
- 31 sexual orientation, physical handicap, association activity or the lack thereof.
- 32 2. Neither CSEA nor any other agent, representative or member shall intimidate or coerce any
- 33 unit member, supervisor, or member of management.

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

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

10 **ARTICLE 6**

11 **DEFINITIONS**

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

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

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

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

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

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

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

29 Demotion is a change in assignment of a unit member from a position in one class to a position in

¹ Education Code Section 45102

² Education Code Section 45298,45308

³ Education Code Section 45101, 45109, 45100, 45256

1 another class that is allocated to a lower maximum salary rate or an assignment to an inferior status.⁴
2 Differential is a salary allowance in addition to the basic rate or schedule based upon additional skills,
3 responsibilities, hours of employment or distasteful or hazardous work.⁵
4 Fiscal Year and School Year is July 1 through June 30.⁶
5 Health and Welfare Benefits means any form of insurance or similar benefit programs, including, but not
6 limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability,
7 prepaid legal, or income protection insurance, or annuity programs.⁷
8 Hire Date Seniority is based upon date of hire.
9 Incumbent is a unit member assigned to a position and who is currently in active service in or on leave
10 from the position.⁸
11 Industrial Accident or Illness is an injury or illness arising out of or in the course of employment with the
12 Superintendent.⁹
13 Involuntary Demotion is a demotion without the unit member's voluntary written consent.¹⁰
14 Leave and Transfer Policies means any policy concerning any form of leave or transfer including, but not
15 limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training
16 leave, or transfer of an employee from one site to another.¹¹
17 Minimum Qualifications are qualifications mandated for the position and which must be possessed by a
18 unit member before they can be considered for employment in a specific class. Minimum qualifications
19 shall be determined by mutual agreement between CSEA and the Superintendent.¹²
20 Permanent Employee is a regular employee who successfully completes an initial probationary period,
21 which shall not exceed six (6) work months or 130 days, including holidays, of service beyond the initial
22 date of employment by the Superintendent.¹³
23 Probationary Employee is a regular employee who will become permanent upon completion of a
24 prescribed probationary period.
25 Promotion is a change in the assignment of unit member from a position in one class to a vacant
26 position in another class with a higher maximum salary rate.

⁴ Education Code Section 45101

⁵ Education Code Section 45182

⁶ Education Code Section 37200

⁷ Government Code Sections 53200-53209

⁸ Education Code Section 45103

⁹ Education Code Sections 44043, 45192

¹⁰ Education Section 45101

¹¹ Government Code Section 3543.2; Education Code Sections 45101, 45190, 45207

¹² Government Code Sections 3543.1, 3543.2

¹³ Government Code Sections 3543.1, 3543.2; Education Code Sections 45113, 45301, 45101(b)

1 Reallocation is movement of an entire class from one salary range or rate to another salary range or
2 rate.¹⁴

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

5 Reemployment is the return to duty of a unit member who has been placed on a reemployment list.¹⁵

6 Reemployment List is a list of names of persons who have been laid off for lack of work or lack of funds,
7 exhaustion of sick leave, industrial accident or illness, or other privileges, and who are eligible for
8 reemployment without examination in their former class for a period of thirty-nine (39) months, said list
9 arranged in order of their right to reemployment rights.

10 Regular Employee is an employee, whether permanent, probationary, full-time, or part-time who is not
11 a restricted, substitute, short-term, or student employee.¹⁶

12 Restricted Employee is an employee hired pursuant to any local, state, or federally funded program
13 which restricts employment to persons in low income groups, designated impoverished areas, and any
14 other criteria which restricts the privilege of all citizens to compete for employment under that
15 program, except as may otherwise be specified by this Agreement.¹⁷

16 Safety Conditions of Employment means any work-related condition affecting health, safety, or welfare
17 of the employee.¹⁸

18 Salary Rate is a specific amount of money paid for a specific period of service.¹⁹

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

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

21 Seniority in Class is based upon date of hire.²⁰

22 Short-term Employee is a person hired for a specific temporary project of limited duration which, when
23 completed, shall no longer be required.²¹

24 Substitute Employee is a person hired to perform the duties of a position in the temporary absence of
25 the employee who is regularly assigned to that position. In addition, if the Superintendent is engaged in
26 a procedure to hire a permanent employee to fill a vacancy in any classified position, the
27 Superintendent may fill the vacancy through the employment, for not more than 60 calendar days.²²

¹⁴ Government Code Section 3543.2; Education Code Section 45285

¹⁵ Government Code Section 3543.2; Education Code Sections 45192, 45298, 45308

¹⁶ Education Code Sections 45103, 45256-45259

¹⁷ Education Code Sections 45102, 45108, 45259

¹⁸ Government Code Section 3543.2

¹⁹ Government Code Section 3543.2; Education Code Sections 45160, 45268

²⁰ Government Code Section 4532.2; Education Code Section 45308

²¹ Education Code Sections 45103, 45256, 45258

²² Education Code Sections 45103, 45286

1 Voluntary Demotion is a demotion agreed to in writing by a unit member and the Superintendent.²³

2 **ARTICLE 7**

3 **WORKDAY, WORKWEEK, WORK YEAR**

4 A. Workday

- 5 1. The following positions are designated as full time at six (6.0) hours per day: Educational
6 Braille Interpreter, Educational Sign Language Interpreter, Instructional Paraprofessional,
7 Parent and Family Engagement Liaison, Registered Behavior Technician, and Orientation and
8 Mobility Assistant.
- 9 2. The following positions are designated as full time at seven (7.0) hours per day: Braille
10 Transcriber, Family Support Paraprofessional, Instructional Paraprofessional (Table
11 Mountain School), Intervention Specialist, Parent Education Specialist, Speech Language
12 Pathology Assistant, Transition Specialist I&II, and Wellness Coach I.
- 13 3. All other positions on Salary Schedule 5 are designated as full time at seven and one-half
14 (7.5) hours per day.

15 B. Workweek

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

18 C. Work Year

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

23 D. Days/Hours of Employment for Migrant Education

- 24 1. To fit program needs, the regular workday will be a flexible seven or seven and a half-hour
25 workday, depending on the job description, with two consecutive days off. Managers will
26 work with unit members to establish work hours that allow them to deliver migrant services
27 after school and evenings. Distribution of an altered work schedule will be based upon
28 program need and within each area.
- 29 2. The regular work year will be 218 contract days spread over twelve (12) months.
- 30 3. No later than May 31st, Employment Records (ER) for the following fiscal year (regular year
31 and summer school) will be developed collaboratively between the employee and the
32 manager.

²³ Education Code Sections 45101, 45298, 45203

1 4. The Employment Record (ER) is an agreement between management and the employee to
2 establish a work calendar with the expectation that it is adhered to throughout the year.

3 Following are the ER expectations:

- 4 a. All Migrant Education unit members will complete an ER in order to project duty
5 days, vacation days, and non-duty days.
- 6 b. Changes to ERs will be made between managers and unit members based on mutual
7 agreement and program need.
- 8 c. Unit members will be paid for approved additional work following State law, BCOE
9 policies and bargaining staff agreements.
- 10 d. Unit members may be asked to schedule up to five (5) Saturdays as a workday on
11 their ER, based on program needs. During a week where staff have a scheduled
12 Saturday, the staff member will schedule a non-duty day on at least one weekday in
13 that week. Any additional Saturdays will be compensated following 4.c. above.
- 14 e. Changes to ERs cannot be made retroactively.
- 15 f. Changes to ERs cannot be made in order to avoid using sick days, PC, PN or vacation
16 days if the changes disrupt the delivery of the Migrant Education Program.
- 17 g. Unit members will have four opportunities each year to review and revise an ER.
18 Unit members will be responsible to submit any agreed-upon changes to the
19 Regional Office according to the schedule below:
- 20 • Prior to August 1 (changes made for August 15– June 30)
 - 21 • Prior to October 15 (changes made for October 30–June 30)
 - 22 • Prior to January 1 (changes made for January 15– June 30)
 - 23 • Prior to March 15 (changes made for April 1 – June 30)
- 24 h. Should schedule changes be required due to ME program changes outside of these
25 opportunities, managers will follow the bargaining unit agreement contract to
26 schedule changes.
- 27 i. ERs will be approved no later than June 15 of each year.

28 5. Migrant Education CSEA 436 employees who worked a 7.5-hour day prior to the Migrant
29 Education Reorganization in April 2014, will continue to work 7.5 hours per day.

30 E. Days and Hours of Employment

31 The regular workday hours and/or assigned days of an employee being placed in a new or vacant
32 position will be scheduled by the Superintendent or designee and announced by job vacancy notice.

33 F. Involuntary Reassignment Hours

34 1. Once scheduled, a change in the regular assigned days or hours of an employee holding a

1 given position may be made at the Superintendent's or designee's discretion.

2 2. Notice of involuntary reassignment of workdays or hours shall be given in writing to the unit
3 member(s). Advance notice of at least fourteen (14) working days shall be given. By mutual
4 agreement the parties can agree to less than (14) working days' notice.

5 3. The Superintendent or designee shall notify the unit member who has been identified for
6 reassignment of workdays or hours. At the request of the unit member, they shall be given
7 the opportunity to meet with the Superintendent and/or designee(s) to discuss the reason
8 for the transfer prior to the implementation of the reassigned workdays or hours. If the
9 transfer or reassignment is not based on seniority, the Superintendent or designee shall,
10 upon request from the unit member provide the unit member with a written statement
11 describing the criteria used in making the determination.

12 G. Temporary Involuntary Reassignment of Hours

13 1. A temporary reassignment of hours is one initiated by management without the
14 concurrence of the unit member.

15 2. A temporary reassignment is defined as no more than three (3) consecutive work weeks.

16 3. Temporary reassignments may be made at the discretion of the Superintendent or designee
17 upon a determination that the transfer or reassignment serves the best interest of the
18 Superintendent.

19 4. Notice of involuntary reassignment shall be given in writing to the unit member(s). Advance
20 notice of at least fourteen (14) calendar days shall be given, except in an emergency
21 situation where safety is a concern.

22 H. Meal/Rest Periods

23 Unit members shall be entitled to meal and rest periods as follows:

- 24 • 2.5 to less than 4.0 hours/day - One 10-minute rest period
- 25 • 4.0 to 5.0 hours/day - One 15-minute rest period
- 26 • 6.0 hours day - One 15-minute rest period and one 10-minute rest period
- 27 • 7.0 to 7.5 hours/day - Two 15-minute rest periods

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

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

34 2. Rest Period: Rest periods may not be combined, used during the first or last hour of the

1 assigned workday, or used to shorten the workday.

2 I. Professional Development

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

6 **ARTICLE 8**

7 **COMPENSATION**

8 A. Salary Schedule

- 9 1. For the period beginning December 1, 2002, the Superintendent shall increase the 2001-
10 2002 salary schedule 6.37% for employee contribution to PERS. For the period beginning
11 July 1, 2002, the Superintendent shall increase the 2001-2002 salary schedule 2%.
- 12 2. Effective July 1, 1996, unit members occupying positions identified by management as
13 requiring utilization of American Sign Language (ASL) shall be paid an additional five percent
14 (5%) of their regular hourly rate. The additional five percent (5%) will cease upon the unit
15 member's transfer into a position that is not identified as an ASL position or management
16 determines the position no longer requires utilization of ASL.
- 17 3. Prior to the 2001-2002 fiscal year, the Superintendent paid the employee's share of the
18 PERS contribution on behalf of all bargaining unit members. In 2001-2002, the employee
19 share of the PERS contribution was 7.0% of gross wages and the Superintendent's net cost
20 was also 7.0% since it was not subject to payroll taxes. The parties determined in 2001-2002
21 that if the salary schedule was increased by 6.37% there would be an additional 0.63% cost
22 in payroll taxes equaling a net cost to the Superintendent of 7.0%. In other words, it cost the
23 Superintendent the same amount whether he paid the employees' share of PERS or instead
24 gave employees a 6.37% salary increase. Because it increased gross salaries for employees
25 and was cost-neutral to the Superintendent, the parties agreed to increase the salary
26 schedule by 6.37% and that employees would pay the employee's share of PERS
27 contribution out of their gross salaries effective December 1, 2002. This provision is included
28 in this agreement strictly as an historical reference.

29 B. Insurance Benefits

- 30 1. The Superintendent shall provide full-time unit members and dependents voluntary
31 medical, dental, and vision care.
- 32 2. Effective 07/01/2024, The Superintendent will contribute \$963.29 per month toward the
33 medical premium \$95 per month toward the dental premium, and \$19 per month toward
34 the vision premium.

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

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

27 C. Overtime

- 28 1. The requirement to work overtime shall be a management prerogative.
- 29 2. Overtime is defined as all work time suffered or permitted in excess of the established
30 workday and workweek (Monday-Friday) with prior approval. Compensation shall be paid
31 for overtime at the rate of time and one-half. Unit members may take compensating time
32 off at time and one-half, with approval by Assistant Superintendent or their designee, if
33 taken within 28 days of the time earned. Compensating time not taken within 28 days shall

- 1 be paid at the overtime rate at the next regular pay period.
- 2 3. The workweek and the workday will not be changed in order to avoid payment of overtime.

3 D. Longevity Pay

- 4 1. Following:
- 5 • Ten (10) complete years of employment\$840.00
 - 6 • Fifteen (15) complete years of employment\$1,260.00
 - 7 • Twenty (20) complete years of employment\$1,860.00
- 8 2. Longevity pay shall be computed and based on complete years of service and initiated on
- 9 the pay period following the beginning month of longevity qualification.

10 E. Specialized Health Care Procedure Pay

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

No. of Procedures	Rate Per Month.
<u>Performed/Month</u>	
15 0 - 4	\$10.00
16 5 - 12	\$25.00
17 13 - 25	\$50.00
18 26 - 50	\$75.00
19 Over 50.....	\$100.00

- 20 2. To qualify for the "0" amount, a unit member must currently have a child in the classroom
- 21 who requires a Specialized Health Care Procedure that is an "as needed" procedure and be
- 22 trained and authorized to perform these procedures. [Example: A child who is allergic to bee
- 23 stings and must be given a shot if stung.]
- 24 3. A monthly log will be used to document procedures, signed by the teacher and instructional
- 25 paraprofessional and sent in for payment on the supplemental payroll).
- 26 4. Specialized health care procedure assignments shall be on a voluntary basis unless there is
- 27 no alternative but to administratively assign a unit member to perform specialized health
- 28 care procedure duties.
- 29
- 30

31 F. Miscellaneous

- 32 1. Step Advancement
- 33 a. Unit members commencing work on or after July 1 will be eligible for a step
 - 34 advancement as follows: Employees commencing work between July 1 and December

1 31 of any fiscal year will be eligible for a step advancement on the following July 1.
2 Employees commencing work between January 1 and June 30 of any fiscal year will be
3 eligible for step advancement on the following January 1.

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

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

7 2. Reclassification Upward: *

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

11 3. Reclassification Downward: *

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

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

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

17 c. Bump any unit member with less seniority in a lower class in which the incumbent
18 formerly served.

19 * Cross referenced to ARTICLE 17, Reclassification Procedure

20 4. Additional Percentage Pay:

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

25 5. Payment Methods:

26 a. Unit members employed on a regular basis as of July 1, 2015, with the exception of time
27 sheet members, will be paid equal installments based on the number of months
28 worked. Those hired prior to July 1, 2015 have the option to maintain their current
29 payment method, or they may choose to elect the above payment method; this election
30 is irrevocable.

31 b. Effective July 1, 1999, the Superintendent shall provide a deferred payroll option for unit
32 members working four (4) hours per day or more and less than twelve (12) months
33 pursuant to Education Code 45165. Unit members, whose position is funded by federal,

1 state or local entitlements with a grant year of July 1 through June 30, will have the
2 deferred payroll option paid off upon the grant termination.

3 6. Extra Duty Summer Pay:

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

7 7. Transporting Students:

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

15 **ARTICLE 9**

16 **VACATION/HOLIDAY BENEFITS**

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

- 19 First five years 1 day/month
20 At the beginning of the sixth year 1¼ day/month
21 At the beginning of the eleventh year 1½ day/month
22 At the beginning of the sixteenth year 1¾ day/month

- 23 1. Vacation for part-time permanent unit members is earned in proration to the number of
24 hours worked related to full time.
- 25 2. Although vacation time is earned on a monthly basis, vacation time for the entire year shall
26 be credited on July 1 of each year for permanent unit member's use during the fiscal year
27 except for those part-time permanent employees paid on a time sheet. Time sheet
28 employees will accrue leave monthly according to hours worked each month.
- 29 3. As provided in this article, paid vacation shall normally be scheduled in the fiscal year in
30 which it is earned. Vacation hours for school site employees must be used during school
31 closures such as Winter and Spring Break, except for those part-time permanent employees
32 paid on a time sheet. Earned but unused vacation credit may be carried over to the
33 following fiscal year based on the schedule listed in paragraph 4 below.

- 1 4. Employees may carryover a maximum of 12 vacation days per year. Unused vacation time in
2 excess of the 12-day limit for the fiscal year shall be paid no later than July 31.
- 3 5. Federal and state project unit members may not carry over vacation time to the next fiscal
4 year unless approved by an Associate Superintendent.
- 5 6. Upon request, any bargaining unit member may use up to five (5) personal compelling days
6 as vacation days if needed to cover the scheduled Winter or Spring Break.
- 7 7. Unit member requests for vacation shall be submitted in writing via email or hard copy
8 notification to the immediate supervisor. Every reasonable effort will be made to approve
9 unit member requests for vacation. Within two (2) calendar weeks of the request the
10 immediate supervisor shall approve or deny the request in writing. If the unit member does
11 not receive a response within two (2) calendar weeks, the unit member is authorized to
12 submit the request directly to the Associate Superintendent or designee of the Human
13 Resources Department and shall receive a written response within three (3) working days. In
14 the event that a verbal/written request is made with short-notice, a response will be
15 provided in a timely manner.
- 16 8. A newly hired employee serving their initial probationary period shall not be allowed take
17 vacation during the probationary period. However, with supervisor approval such employee
18 may be allowed to take unpaid time off during the probationary period. If released from
19 employment during the initial probationary period, BCOE will not pay for any vacation that
20 may have been earned.

21 B. Holidays

- 22 1. All classified unit members shall be granted legal holidays as stated in Education Code §45203
23 and §37220: January 1st, Dr. Martin Luther King, Jr. Day, Lincoln Day, Washington Day,
24 Memorial Day, Juneteenth, July 4th, Labor Day, Veterans Day, Thanksgiving Day, and December
25 25th.
- 26 2. All days appointed by the Governor for a public fast, thanksgiving, or holiday and all special
27 or limited holidays, on which the Governor provides that the schools shall close.
- 28 3. All days appointed by the President as a public fast, thanksgiving, or holiday, unless it a special
29 or limited holiday.
- 30 4. Any other day designated as a holiday by the governing board of the county board of education
31 or county superintendent of schools (E.C. §1318).
- 32 5. Additional holidays identified as the day before Thanksgiving (scheduled and used in lieu of
33 Admissions Day), the day after Thanksgiving, a day and one-half at Christmas, and a day and

1 one-half at New Year, shall be granted even though occurring on a Saturday or Sunday. Half
2 days are defined as one-half the normal working hours. Half days at Christmas and New Year
3 may be taken at any time during the winter recess.

- 4 6. Unit members who are assigned to work at a site of another school district shall observe the
5 holiday schedule of that district. Unit members shall be entitled to the number of holidays for
6 which they are eligible under the above provisions. In the event the work site district does not
7 observe a holiday specified above, the unit member shall work that day at straight time, and
8 shall observe an alternate day as a paid holiday at straight time, or receive another day's pay at
9 the overtime rate, as determined by the supervisor. In the event the work site district observes
10 a holiday not specified above, the unit member may provide service or observe the holiday
11 with pay, as determined by the supervisor.
- 12 7. It is recognized by the parties that employees in this unit who are assigned to Year Round
13 Education sites may not receive all of the foregoing holidays on the days specified, depending
14 upon the particular calendar for each Year Round Education site. Such employees shall,
15 however, receive the same number of holidays as other employees in the same classification
16 on a traditional work year, or Butte County Office of Education shall provide a substitute
17 holiday for such employee, or provide compensation in the amount to which the employee
18 would have been entitled had the holiday fallen within his or her normal work schedule.
- 19 8. Unit members employed in 260-day positions working the total month of February during a
20 leap year shall be granted one (1) "floating" holiday.

21 **ARTICLE 10**

22 **LEAVE OF ABSENCE BENEFITS**

23 **A. BEREAVEMENT LEAVE:**

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

- 1 B. JURY DUTY LEAVE: Unit members called for jury duty or as a subpoenaed witness shall be
2 granted fully paid leave in accordance with Government Code Section 1230 and 1230.1.
- 3 C. ILLNESS/MEDICAL LEAVE:
- 4 1. Definition Sick leave is a level of absence granted to a unit member because of personal
5 illness or injury.
- 6 2. Length of leave in any fiscal year a regular unit member shall be entitled to paid sick leave at
7 the rate of one day or ratio thereof for each month of paid regular service on an unlimited
8 accumulated basis.
- 9 3. Special Conditions
- 10 a. Sick leave for the current fiscal year need not be accrued prior to taking such leave. It
11 may be taken at any time during the current fiscal year provided it does not exceed the
12 current fiscal year's sick leave benefit entitlement in addition to any accrued sick leave.
- 13 1) A new unit member shall not be eligible to take more than six days of sick leave
14 until the first day of the calendar month after completion of six months of active
15 service with the Superintendent of Schools office.
- 16 b. A unit member employed for limited-term assignment in a classification, which is
17 different from the classification to which the unit member is regularly assigned, shall
18 earn sick leave benefits for the time worked in such an assignment.
- 19 c. If a unit member resigns, retires or is terminated and has used more sick leave than was
20 earned, the amount of pay for days used but not earned shall be deducted from the
21 final warrant of the unit member.
- 22 d. Paid sick leave shall be credited as service towards permanent status with the Butte
23 County Superintendent of Schools Office.
- 24 4. Compensation
- 25 a. When a unit member is absent from duty because of illness or injury, whether or not the
26 absence arises out of or in the course of employment said member is paid:
- 27 1) Full salary for that period of absence covered by current and accumulated leave.
28 2) The difference between the unit member's salary and that of the substitute, for
29 100 work days after current and accumulated sick leave has been expended.
- 30 b. The Superintendent may grant a personal leave of absence without pay when a unit
31 member has exhausted all entitlements to paid sick leave and is still unable to return to
32 work, for a period not to exceed six months. The Superintendent may renew the
33 personal leave for two additional six-month periods, or such lesser leave periods that it

1 may provide, but not to exceed a total of 18 months.

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

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

9 c. A unit member who is employed on an hourly basis and whose work schedule consists
10 of varying hours per day or days per week regardless of the number of hours or days per
11 week shall be entitled to pay for leave at a rate equal to the amount earned for an
12 average work day within the previous two (2) pay periods.

13 5. Retiring Employees

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

- 15 a. The unit member is officially retiring.
- 16 b. The unit member is fifty-five (55) years or more of age.
- 17 c. The Butte County Office of Education has employed the unit member for a minimum of
18 five (5) years.
- 19 d. The unit member shall have the option of being reimbursed or not being reimbursed,
20 after member has been informed by PERS of the retirement allowance penalty for being
21 reimbursed.

22 D. INDUSTRIAL ACCIDENT/ILLNESS LEAVE

23 1. Definition

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

26 2. Requirements

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

31 3. Length of Leave

32 a. A unit member shall be entitled to a leave of up to 60 working days in any one fiscal year
33 for the same accident or illness. This leave shall not be accumulated from year to year,

1 and when any leave overlaps a fiscal year, the employee shall be entitled to only that
2 amount remaining at the end of the fiscal year in which the injury or illness occurred.

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

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

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

16 4. Effect on Sick Leave

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

19 5. Absence after Sixtieth Working Day

20 a. If the Industrial Accident or Illness Leave should extend beyond sixty working days, the
21 unit member must use sick leave and/or vacation to which entitled.

22 1) A unit member shall be entitled to use only so much accumulated or available
23 sick leave or vacation which, when added to the workers' compensation award,
24 provide the full day's wage or salary.

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

30 1) Employees granted a personal leave of absence without pay shall notify the
31 superintendent of availability for employment 60 days prior to the conclusion of
32 the leave.

33 2) If at the conclusion of all paid or unpaid leave the unit member is still unable to

1 return to regular assignment, member shall be placed on a re-employed list for
2 a period of 39 months in the same manner as if member is laid off for lack of
3 work or lack of funds.

4 6. Activities While on Leave

5 a. A unit member starting any new gainful employment shall be required to forfeit any
6 injury pay received from the Superintendent of Schools office under this leave, except as
7 permitted by Workers' Compensation law. Workers' Compensation claims can continue
8 to be litigated after an employee returns to work pursuant to applicable workers'
9 Compensation laws.

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

12 E. PARENTAL LEAVE:

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

16 2. Within not less than twenty (20) working days prior to the date the parental leave is desired,
17 unit members shall file in the Human Resources office an application form which shall
18 specify the beginning and ending dates of the requested leave. If the requested leave is for
19 pregnancy, the application form which shall be accompanied by a written statement by the
20 unit member's physician specifying: 1) the expected date of confinement, and 2) the length
21 of time they can continue working safely.

22 3. Parental leave may be granted for up to the balance of a fiscal year and may be extended in
23 annual increments up to a maximum of two (2) years. Extended leaves of this type may be
24 granted only to one (1) parent in those cases where both parents are unit members of the
25 Butte County Office of Education.

26 a. Employees granted a parental leave shall notify the Superintendent of availability for
27 employment 60 days prior to the conclusion of the leave.

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

30 4. During the parental leave, illness or disability related to childbirth for which accumulated
31 sick leave could be used under Superintendent Regulations will be paid upon proper
32 application and certification by a physician.

33 5. In case of terminated pregnancy, a unit member may return to service prior to the date of

- 1 the leave upon the written statement of a physician that the unit member is physically able
2 to perform normal duties.
- 3 6. If a dependent child becomes physically/ mentally handicapped, the provisions of this
4 Section shall be applied to unit members eligible under these provisions.
- 5 7. While on parental leave, a unit member shall have the option to remain an active participant
6 in the fringe benefit programs by contributing the full amount.
- 7 F. PERSONAL NECESSITY LEAVE: A maximum of seven (7) days of earned illness/injury leave may be
8 used by the unit member each fiscal year for the following reasons:
- 9 1. Death of a member of his immediate family when additional leave is required beyond
10 regular bereavement leave.
- 11 2. Accident involving his person or property, or the person or property of a member of his
12 immediate family.
- 13 3. Appearance in court or before any administrative tribunal as a litigant, party, or witness
14 under subpoena, or any other entity with legal jurisdiction.
- 15 4. Illness of a member of his immediate family which requires the presence of the unit
16 member.
- 17 5. Personal emergency of a unit member or immediate family. Personal emergency is defined
18 as an event or circumstance of a serious nature which is beyond control, and which
19 necessitates absence from duty. This includes, but is not limited to, those events and
20 circumstances, which would require the unit members, prompt attention to avoid possible
21 financial loss to, or damage to the health of either the unit member or their household.
- 22 6. A unit member adopting a child shall be entitled to three (3) days of paid leave for
23 processing the adoption.
- 24 7. Sick leave for personal necessity may not be used for any of the following: attendance at or
25 participation in functions which are primarily for the unit members amusement, pleasure,
26 personal convenience or religious observances; the extension of holidays or vacation
27 periods; accompanying a spouse or registered domestic partner on a trip when such travel is
28 not otherwise authorized by these regulations; seeking or engaging in remunerative
29 employment; engaging in a strike, demonstration, picketing, lobbying, rally, march,
30 campaign meeting, or any activities related to work stoppage or political campaigning.
- 31 G. PERSONAL COMPELLING: Five (5) of the maximum of seven (7) days personal necessity leave
32 may be granted with only "personal compelling" identified as the reason.
- 33 1. Unit members may use "personal compelling" leave for a maximum of five (5) days during

1 recess periods such as, the Spring or Winter vacation period if the following criteria are met:

2 a. Unit member is identified in the Paraprofessional classification group of Appendix A.

3 b. Unit member is earning a maximum of one (1) vacation day per month.

4 c. The “personal compelling” leave day or days will assist the employee to receive a
5 regular monthly amount of salary.

6 H. LEAVE WITHOUT PAY: The Superintendent may grant a leave without pay for a period not to
7 exceed one (1) year.

8 **ARTICLE 11**

9 **EARLY RETIREMENT PROGRAM**

10 A. A unit member employed on a regular basis prior to July 1, 2003, is eligible for the Early
11 Retirement Program at fifty-five (55) years of age having served a minimum of twelve (12) years
12 of full-time service with the Butte County Superintendent of Schools Office and meets the
13 following criteria. A unit member *employed on a regular basis* after July 1, 2003, and prior to
14 July 1, 2004, is eligible for the Early Retirement Program at fifty-eight (58) years of age having
15 served a minimum of twelve (12) years of full-time service with the Butte County
16 Superintendent of Schools Office and meets the following criteria. A unit member employed on
17 a regular basis after July 1, 2004 is eligible for the Early Retirement Program at fifty-eight (58)
18 years of age having served a minimum of twenty (20) years of full-time service with the Butte
19 County Superintendent of Schools Office and meets the following criteria. The premium
20 provided in the last full-year of employment shall be the amount provided during participation
21 in the Early Retirement Program, subject to negotiations.

22 1. The unit member has completed the minimum years of full-time service specified above
23 within one year of the date of retirement.

24 2. The unit member is qualified for and is in the process of receiving retirement benefits under
25 the State Teachers Retirement System and/or the Public Employees Retirement System.

26 3. The unit member is currently employed at the time of this contract, or was employed on a
27 regular basis subsequent to this contract.

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

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

- 1 4. The filing of a grievance shall not be construed as reflecting unfavorably upon the grievant's
- 2 good standing, performance or loyalty. No reprisals shall be taken against a unit member
- 3 signing a grievance, or against any other participant in the grievance procedure by reason of
- 4 such participation.
- 5 5. The filing of a grievance shall not excuse a unit member from complying with a management
- 6 direction.
- 7 6. Time limits may be extended by mutual agreement.

8 C. Procedure:

- 9 1. **Informal Level:** Whenever possible, providing that any grievance adjustment is not
- 10 inconsistent with the terms of this Contract, the grievant and the immediate administrator
- 11 may meet informally and negotiate a mutually satisfactory resolution of the grievance.
- 12 2. **Formal Level I:** When twenty-five (25) days omission or infraction of this Contract giving rise
- 13 to the grievance, the grievant shall present to the immediate administrator a clear, concise
- 14 written statement defining the omission/infraction, the circumstances involved, and the
- 15 specific remedy sought.

16 The immediate administrator shall meet with the grievant within five (5) working days and

17 shall communicate a decision/ resolution to the grievant in writing and orally within five (5)

18 working days thereafter. If no written decision/resolution has been rendered within the

19 time limit specified, or if the grievant is not satisfied with disposition of the grievance by the

20 administrator, the grievant, within five (5) working days, may appeal and/or request the

21 CSEA appeal said grievance to Level II.

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

25 The Assistant Superintendent shall meet with the grievant within five (5) working days and

26 shall communicate a decision/resolution to the grievant in writing and orally within five (5)

27 working days thereafter. If the Assistant Superintendent does not respond within the time

28 limit provided, or if the grievant is not satisfied with the decision/resolution at Level II, the

29 grievant may, within five (5) working days, submit in writing and/or request that CSEA

30 submit a request to the Superintendent for an appeal at Level III.

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

1 decision/resolution of the grievance.

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

- 8 5. **Formal Level IV:** If the aggrieved is not satisfied with the decision rendered by the
9 Superintendent, Level III, they may request that the Association submit the grievance to
10 mediation which must be mutually agreed by the Association and the Superintendent.
11 Within ten (10) duty days after receipt of the Level III decision, the Association may request
12 that a mediator from the California State Conciliation Service meet with the Association and
13 the Superintendent or designee to attempt to settle the grievance. If the grievance is not
14 resolved as a result of mediation, the Association, at the request of the grievant, may appeal
15 the grievance to arbitration (Formal Level V).

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

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

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

29 After a hearing of the evidence and after both parties have had an opportunity to make
30 written arguments, the arbitrator shall submit a proposed decision/resolution in writing and
31 those decisions shall be advisory for all parties.

1 **ARTICLE 13**

2 TRANSFERS/VACANCIES/PROMOTIONS/DEMOTIONS

3 A. Transfers

4 1. Definition: A transfer is the relocation of a unit member from one (1) work site to another work
5 site. Transfers fall into two categories:

- 6 a. Voluntary Transfer: Initiated at the request of a unit member.
- 7 b. Involuntary Transfer: Initiated by the Superintendent.
- 8 c. Transfer Notice: The Butte County Office of Education (BCOE) shall provide notice of all
9 proposed transfers to the CSEA President. The BCOE will also provide a copy of all
10 transfer correspondence or notices sent to an affected employee.

11 2. Voluntary Transfers:

- 12 a. Unit members may file a request for transfer at any time during the school year. Such
13 requests shall remain active for the current school year only. Transfer for the ensuing
14 school year shall be on file with Human Resources not later than June 30.
- 15 b. Transferred unit members shall serve a probationary period. Serving a probationary period
16 in the new position/classification does not affect the unit member's permanent status if
17 the unit member has acquired such status.
- 18 c. Unit members shall submit forms for transfer to the Human Resources office.
- 19 d. The filing of a request for transfer is without prejudice to the unit member. Such requests
20 shall not jeopardize the unit member's present position.
- 21 e. Length of service with the Superintendent will be a factor in the consideration of
22 candidates.
- 23 f. Up to three (3) unit members shall be interviewed for a known vacancy and will be notified
24 when a final selection has been made.

25 3. Involuntary Transfers: An employee involuntarily transferred or transferred due to layoff shall be
26 reimbursed at the current approved mileage rate for total new round trip miles less the previous
27 round trip commute. In order to qualify, the new round trip must be at least 20 miles more than
28 the previous round trip. An employee shall be reimbursed such excess mileage for up to 36
29 months unless one or both of the following occurs:

- 30 a. Commute becomes less than the previous commute and does not meet the qualifying
31 conditions stated above.
- 32 b. Employee voluntarily changes jobs, even if at the same job site. If an employee's
33 commute increases due to a living location change, the reimbursement amount does

1 not change.

2 4. Job Site Modifications

- 3 a. This procedure shall apply to changes in job site or work year assignment to Year-Round
4 Education within the unit as a result of program needs.
- 5 b. Prior to any such changes in job site or assignment to Year-Round Education, management
6 shall consult with affected staff members and CSEA concerning job site changes prior to
7 notifying employees pursuant to item c. below. Such changes in job site shall be attempted
8 to be accommodated voluntarily by the employees involved.
- 9 c. Employees currently assigned to a site newly designated as a year-round school and not in
10 a twelve (12) month position shall be given first consideration for vacancies (same
11 classification) for which they are qualified.
- 12 d. No employee who is assigned to a Year-Round Education site shall suffer a loss in assigned
13 time and/or benefits from that employee's previous assigned time and/or benefits in a
14 "traditional" schedule when mutually agreeing to a modified work year which results in no
15 change in assigned time or total days worked per year.
- 16 e. A unit member whose job site is to be changed shall be provided at least fourteen (14)
17 calendar days advance notice. The employee shall be provided the following options:
- 18 1. Accept the changed job site, or
19 2. Accept any current unit vacancy within the existing classification for which the
20 employee meets the requirements and qualifications.
- 21 f. In the event the employee does not exercise the above options, the least senior employee
22 who meets the following criteria shall be assigned to the job site:
- 23 1. Is currently assigned within a thirty (30) mile radius of that position.
24 2. Has the same number of assigned hours of employment and classification as that
25 position.
26 3. Meets the requirements and qualification of that position.
- 27 g. The incumbent employee would then have the options of being reassigned to the least
28 senior employee's position or of resigning employment.

- 29 5. Medical Transfer: The Superintendent shall determine and give alternate work, when available,
30 to a unit member who has become medically unable to satisfactorily perform their regular job
31 class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a
32 related class, but it shall be initiated only by mutual agreement with CSEA and the concurrence
33 of the unit member.

- 1 B. Vacancies:
- 2 1. Definition:
- 3 a. A vacancy is an existing regular position vacated by a unit member or a newly
- 4 established regular position to be filled by a unit member.
- 5 2. Vacancy Notices:
- 6 a. Vacancy notices shall be distributed by the Human Resources Office by:
- 7 1) Sending a copy of the vacancy announcement by email to the CSEA President;
- 8 2) Emailing the Edjoin link which includes a listing of all opening to all BCOE
- 9 employees weekly;
- 10 3) Emailing BCOE in-house vacancy announcements to all BCOE employees as they
- 11 occur;
- 12 4) Posting a hard copy of the announcement on the HR bulletin board at the BCOE
- 13 Bird Street office;
- 14 5) Vacancy notices will be posted for a minimum of ten (10) working days.
- 15 6) Vacancy notices shall include the following information: job title, a brief
- 16 description of the position and duties, minimum qualifications required for the
- 17 position, and months per year assigned to the position, salary range, and the
- 18 deadline for filing. Vacancy notices will normally, but not necessarily also
- 19 contain assigned job site, number of hours per day, days per week.
- 20 3. Filing of Applications:
- 21 a. A unit member may apply by submitting a completed application to the Human
- 22 Resources office on or before the final date for filing applications.
- 23 b. Probationary unit members may be considered for promotion.
- 24 4. Selection:
- 25 a. Consideration and interviews will be given to all candidates who meet the established
- 26 qualifications for the classification.
- 27 b. Length of service will be a factor in the selection of a candidate.
- 28 C. Promotion Procedure: A vacancy shall be filled in the following order:
- 29 1. By transfer or promotion of bargaining unit members. Requires at least three (3) applicants
- 30 who meet the posted minimum qualifications to preclude the simultaneous consideration of
- 31 external candidates.
- 32 2. By screening from candidates not currently employed by the Butte County Superintendent
- 33 of Schools.
- 34 3. Equal opportunity for advancement shall be extended to all qualified unit members.

- 1 4. Selection shall be made on the basis of the individual qualifications and capabilities of the
- 2 candidates, current work performance, seniority including time spent in related
- 3 occupational classification, affirmative action guidelines, and in the best interests and needs
- 4 of the Butte County Superintendent of Schools. Performance evaluations may be used in
- 5 determining the personal fitness and suitability of the candidate.
- 6 5. Unit Members changing classification upward shall enter the new class on the first salary
- 7 step which is not less than five percent (5%) greater than their current rate of pay; in special
- 8 circumstances where the unit member's skills, knowledge, abilities, and/or experience
- 9 warrant, Human Resources, the department head, may agree on a higher step placement.

10 D. Probationary Training Period:

- 11 1. Any employee selected for a promotion shall serve a probationary period of six (6) months.
- 12 2. Qualified unit members shall be given placement consideration before qualified persons
- 13 from outside the Butte County Office of Education.
- 14 3. A unit member who fails to successfully complete their promotional probationary period,
- 15 shall be reassigned to the class from which promoted unless the reasons for the release are
- 16 cause for dismissal of a permanent unit member.
- 17 4. Candidates who are interviewed will be notified by phone concerning their status after the
- 18 selection has been made.

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

21 **ARTICLE 14**

22 **HEALTH BENEFITS COMMITTEE**

23 California School Employees Association Chapter 436 shall jointly work with other BCOE bargaining units

24 to select one person to serve as the labor representative on the Butte Schools Self-Funded Programs

25 Board.

26 **ARTICLE 15**

27 **JOB PERFORMANCE EVALUATION PROCEDURES**

28 A. Probationary periods:

- 29 1. The initial probationary period for a newly hired employee shall be six (6) work months or
- 30 130 work days. An employee serving an initial probationary period may be released without
- 31 right to an appeal.
- 32 2. The probationary period for employees who laterally transfer into a different classification

1 paid at the same range or who promote shall also be six (6) work months or 130 paid days. If
2 such employee does not pass probation they shall be returned to their former position in
3 their former classification. There shall be no probationary period for an employee who
4 transfers from one position to another within their classification.

5 B. Frequency of Evaluation:

- 6 1. A probationary unit member shall be evaluated after three (3) months and before the last
7 month of the designated six (6) month probationary period.
- 8 2. Unless noted in B.3, a permanent unit member shall receive a written evaluation at least
9 once every two (2) years unless otherwise requested by the unit member supervisor. Due
10 dates MUST be observed.
- 11 3. As required by the California Department of Education Migrant Education contract, Migrant
12 Education Recruiters will be reviewed and evaluated annually.
- 13 4.

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

16 D. Evaluation Conference:

- 17 1. Whenever an evaluation is done, an evaluation conference shall be held between the unit
18 member and the evaluator. The evaluator will present a written evaluation on appropriate
19 Butte County Office of Education forms and discuss it with the unit member.
- 20 2. The unit member shall sign the evaluation signifying only that the unit member has read the
21 document and has been given a copy. Administrative signatures must precede the unit
22 member's. The evaluator shall describe the specific data used in completing the rating form.
- 23 3. Evaluations may be conducted as frequently as required to improve performance.
- 24 4. A unit member shall have a period of thirty (30) working days following the evaluation
25 conference to prepare and submit a written reaction, if any, in response to the evaluation.
26 Such response will become a permanent attachment to the evaluation and be placed in the
27 unit member's personnel file.
- 28 5. Any negative evaluation shall:
 - 29 a. Identify areas where improvement is needed;
 - 30 b. Offer specific suggestions for improvement;
 - 31 c. List improvement steps that will be taken to assist the unit member.

32 E. The evaluator may prepare evaluations or progress reports on a schedule more frequent than
33 described in this section and may conduct progress reports in written form with a copy to the

- 1 unit member.
- 2 F. The Superintendent/Designee may deny summer/intersession or extended year employment to
3 an employee who has received a notice of unsatisfactory performance and is under an
4 improvement plan and is not making satisfactory progress. The decision shall be communicated
5 in writing to the employee and shall occur at least 3 weeks in advance of the intersession or
6 extended year employment to allow for the employee to meet with the Superintendent/
7 designee regarding the decision.
- 8 G. Personnel File Material:
- 9 1. Materials in personnel files of unit members shall be made available for inspection by the
10 unit member.
- 11 2. Information of a derogatory nature shall not be placed in a unit member's personnel file
12 until the unit member is supplied with a copy.
- 13 a. A unit member may inspect materials in the personnel file at a time mutually convenient
14 to the unit member and a representative from Human Resources
- 15 b. A unit member may be accompanied by a representative when reviewing material in the
16 personnel file.
- 17 c. Upon submission of an authorization signed by a unit member, a CSEA representative
18 may review that unit member's personnel file without the necessity of having the unit
19 member present.
- 20 H. A unit member desiring to prepare a response to an adverse evaluation, progress report, or
21 other material in the personnel file shall be released from work for such purpose.
- 22 I. Any grievance shall be limited to claim that the evaluation procedures in this Section have been
23 violated and shall not be construed as contesting judgment of the evaluator.
- 24 J. Derogatory material, after remaining in the file for a period of two (2) years, upon request of the
25 unit member or the authorized representatives of the employee, shall be sealed.

26 **ARTICLE 16**

27 **EDUCATIONAL INCENTIVE PROGRAM**

28 A. Conditions:

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

1 **ARTICLE 17**

2 **RECLASSIFICATION PROCEDURE**

- 3 A. Definition: Reclassification is the placement of a position in a classification different from the
4 one currently designated.
- 5 B. The Superintendent shall reclassify a position when it appears there has been a significant change
6 in the duties and/or responsibilities of a position.
- 7 1. When a position is reclassified to a higher classification, the Superintendent shall determine
8 if the incumbent is qualified to advance to the higher class.
- 9 2. Unit members changing classification upward shall enter the new class on the first salary
10 step which is not less than five percent (5%) greater than their current rate of pay; in special
11 circumstances where the unit member's skills, knowledge, abilities, and/or experience
12 warrant, Human Resources, the department head, and Cabinet member. may agree on a
13 higher step placement.
- 14 3. When a position is reclassified to a lower classification, the incumbent shall have the
15 following options:
- 16 a. Enter the new class with salary frozen (Y-Rate) at the current level until such time wages
17 at the lower pay range equal no loss of dollars to the unit member.
- 18 b. Bump any unit member in the same class with less seniority.
- 19 c. Bump any unit member with less seniority in a lower class in which the incumbent
20 formerly served.

21 **ARTICLE 18**

22 **NEGOTIATION PROCEDURES**

- 23 A. The Superintendent and CSEA shall initiate negotiations sessions at any time either deems
24 necessary using the WIN-WIN bargaining process. [Negotiations based on principals,
25 assumptions, steps, and techniques which trained negotiators use to achieve positive results for
26 both parties.]
- 27 B. The Superintendent and CSEA may initiate negotiation sessions by written notification to the
28 other party outlining the issue. The first session shall be scheduled within 30 days or as mutually
29 agreed.
- 30 C. If agreement is reached on any elements of the package, those elements may be reduced to
31 writing and initialed as "tentative agreements."
- 32 D. It is understood and agreed that "tentative agreement" means subject to reaching agreement,
33 including editorial and syntactical adjustment in the language. The initialing in no way implies a

1 contractual agreement.

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

6 **ARTICLE 19**

7 **LAYOFF AND REEMPLOYMENT**

- 8 A. Layoff Definition: A layoff is an involuntary separation of a permanent classified employee from
9 the classified service directly caused by a lack of work (elimination of services) or a lack of funds
10 (including the expiration of a specially funded program). Layoff includes any reduction in hours
11 of employment or assignment to a classification in which the employee has permanence,
12 voluntarily consented to by the employee, in order to avoid interruption of employment by lay
13 off.
- 14 B. Reason for Layoff: Layoff shall occur only for lack of work or lack of funds in accordance with
15 Education Code sections §45117, §45298, and §45308.
- 16 C. Notice of Layoff:
- 17 1. Notice of layoff shall be provided in accordance with the provisions of applicable law.
18 (Ed. Code section 45117.)
 - 19 2. When BCOE will lay off a classified employee for the ensuing year due to lack of work or
20 lack of funds, a written preliminary notice of layoff must be served to the employee no
21 later than March 15, except as provided by law.
 - 22 3. When BCOE will lay off a classified employee due to the expiration of a specially funded
23 program, a written notice of layoff must be served to the employee not less than sixty
24 (60) days prior to the effective date of their layoff informing them of their layoff date
25 and their displacement rights, if any, and reemployment rights.
 - 26 4. Notice shall be served personally or sent by certified mail to affected employees at their
27 last address on file with the BCOE.
 - 28 5. The notice shall contain:
 - 29 a. The reason for the layoff;
 - 30 b. The effective date;
 - 31 c. The employee's displacement rights, if any;
 - 32 d. The employee's reemployment rights; and
 - 33 e. The employee's hearing rights, if the layoff is not due to the expiration of a specially

1 funded program.

2 D. The Superintendent/Designee shall notify CSEA Chapter #436 in writing prior to the date of any
3 layoff notices being sent to bargaining unit employees. Superintendent and CSEA Chapter #436
4 shall meet sufficiently in advance of the notices being sent in order to complete negotiations by
5 the effective date of layoff notices. CSEA may open negotiations at its discretion on the effects
6 of the proposed layoffs and to determine the order of layoff within the provisions of this
7 agreement and/or to negotiate the decision and effects of proposed reductions in hours. By no
8 later than the date the layoff notices are sent to employees, The Superintendent/Designee shall
9 also provide CSEA with a copy of the seniority list and information showing where it anticipates
10 each employee who may be affected by layoff has bumping rights.

11 E. A copy of each employee's layoff notice shall also be sent to the CSEA Chapter President.

12 F. Hearing Rights:

- 13 1. Except as provided by law, a classified employee subject to layoff may request a hearing
14 to determine if cause exists for not reemploying the employee the following school
15 year. A request for hearing must be in writing and delivered to the Superintendent or
16 designee within seven (7) calendar days after the date the notice of layoff is served on
17 the employee. A failure to request a hearing within this timeframe shall constitute a
18 waiver of the employee's right to a hearing.
- 19 2. If a hearing is properly requested, the proceedings shall be conducted consistent with
20 Education Code section 45117(c) and other applicable provisions of law.
- 21 3. A final notice of layoff shall be given to the employee before May 15 unless a
22 continuance is granted after an employee's request for hearing is submitted. If a
23 continuance is granted, the date to serve the final notice of layoff will be extended the
24 number of calendar days of the continuance.

25 G. Order of Layoff and Reemployment:

- 26 1. Order of layoff shall be determined in accordance with the provisions of applicable law.
27 (Ed. Code section 45308.)
- 28 2. Whenever a permanent classified employee is laid off, the order of layoff within a class
29 (classification) shall be determined by length of service. The employee, who has been
30 employed the shortest time in the classification plus equal or higher paid classifications,
31 shall be laid off first. Reemployment shall be in the reverse order of layoff.
- 32 3. Seniority (length of service) is determined based upon the earliest date of hire within
33 the classification, an equal classification on the salary schedule or a higher classification

1 and without regard to hours the employee has been in paid status.

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

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

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

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

15 2. The process outlined in Article 19.F.1 directly above will also be used by employees
16 bumping into lateral or lower classifications. (Lateral refers to a classification paid on the
17 same range as the classification from which they are bumping).

18 I. Voluntary Layoff in Lieu of Bumping: A regular employee who elects a layoff in lieu of bumping
19 maintains their rights under this agreement.

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

24 K. Salary Placement for Employees Exercising Bumping Rights: When an employee exercises their
25 bumping rights into an equal classification, that employee shall remain on their current range
26 step. When an employee exercises their bumping rights to a lower classification, such employee
27 shall be placed on the salary range step in the lower classification that has an equal salary level.
28 If there is no range and step with an equal salary level, the employee shall be frozen at their
29 existing range and step for at least one (1) year or until such time that the lower classification
30 has a salary level that exceeds the salary level at which the employee was frozen.

31 L. Reemployment Rights: Persons laid off because of lack of work or lack of funds are eligible to
32 reemployment for a period of thirty-nine (39) months in their classification or series and shall be
33 reemployed in preference to new applicants. An employee on a reemployment list shall be

1 notified of all employment opportunities in their classification.

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

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

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

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

30 P. Notification of Reemployment Opening: An employee who is laid off and is subsequently eligible
31 for reemployment shall be notified in writing of an opening. It is the employee's responsibility to
32 ensure The Superintendent/Designee has a current address to which such notices shall be sent.
33 Such notice shall be sent by Certified Mail to the last address given by the employee, and a copy

1 shall be sent to Chapter #436 President. Employee notification shall be considered effective
2 three (3) mail days following delivery or upon receipt, whichever occurs first.

- 3 Q. Employee Notification to The Superintendent/Designee: An employee shall notify The
4 Superintendent/Designee of their intent to accept or refuse reemployment within ten (10)
5 working days of the effective date of the reemployment notification. If the employee accepts
6 reemployment, the employee must report to work within twenty (20) working days following
7 receipt of the reemployment notice. An employee given notice of reemployment need not
8 accept the reemployment to maintain the employee's eligibility on the reemployment list,
9 provided the employee notifies Human Resources, in writing, of refusal of reemployment within
10 ten (10) workdays after the receipt or attempted delivery of the reemployment notice.
- 11 R. Reemployment in Highest Classification: Employees shall be reemployed in the highest rated job
12 classification and time assignment available, in accordance with their seniority in any
13 classification in which they hold seniority. Employees who elect a reduction in hours or who
14 accept a position in a classification that is lower than their former classification, shall retain their
15 original sixty-three (63) month reemployment rights to a position in the classification from
16 which they were serving when actually laid off.
- 17 S. Seniority During Layoff: Upon return to work all time during which an individual was in layoff
18 status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that
19 during such time the individual shall not accrue vacation, sick leave, holidays or other leave
20 benefits.
- 21 T. Accumulated Seniority: If an employee is laid off and is subsequently reemployed within thirty-
22 nine (39) months of the layoff, all time accumulated for seniority purposes prior to the effective
23 date of layoff shall be credited to the employee's records.
- 24 U. Sick Leave Benefits: If an employee is reemployed within thirty-nine (39) months of the layoff,
25 all unused sick leave accumulated prior to the effective date of the layoff shall be credited to the
26 employee's record.
- 27 V. Vacation Benefits: If an employee is reemployed within thirty-nine (39) months of the date of
28 the layoff, the employee shall regain vacation longevity held prior to layoff.
- 29 W. Salary Placement: Salary placement for employees reemployed after a layoff shall be
30 determined as follows:
- 31 1. If a laid off employee is subsequently reemployed in an equal or lower classification within
32 39 months of the date of layoff, the employee will be placed on the salary step in effect at
33 date of layoff.



APPENDIX: A Continued

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

Job Title	Range
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
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:

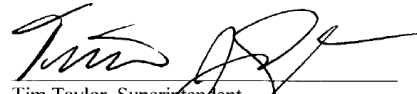
1. Salary and hours of positions both new and revised
 - a. Recruiters – Recruiters shall remain on the existing salary range, Schedule 5, Range 8. The work day for Recruiters will be 7 hours per day.
 - b. Family Support Paraprofessionals (FSP) – The FSP salary schedule shall be Schedule 5, Range 10. 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

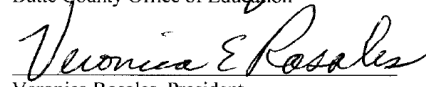
the Migrant Education Assistant Superintendent will review evaluations in the event that the candidates being considered are close in terms of scoring on the rubric. Following the review of evaluations, the final decision will be made by the Assistant Superintendents.

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