

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**BUTTE COUNTY SUPERINTENDENT OF SCHOOLS**

**and**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**and its**

**CHAPTER #736 (“CSEA”)**

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

JULY 1, 2021

TO

JUNE 30, 2024

SIGNED AND DATED AS FOLLOWS:

**BUTTE COUNTY SUPERINTENDENT OF SCHOOLS**

Mary Sakuma, Superintendent

Signature: Mary Sakuma

Date: 11/7/2023

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 736**

Jason Huston, Chapter President

Signature: Jason Huston

Date: 11-6-2023

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Chapter 736

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

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1 **ARTICLE 1**

2 **AGREEMENT**

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

8 As a result of the aforementioned meet and negotiate sessions and consultations in  
9 good faith, the Superintendent and CSEA 736 have reached agreement as provided in this  
10 contract, pursuant to California Government Code Chapter 10.7 et.seq., for a period beginning  
11 July 1, 2021, and ending June 30, 2024.

12 **ARTICLE 2**

13 **RECOGNITION**

14 A. Recognition

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

25 B. Organizational Security

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

1 C. Dues Deduction

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

12 D. Membership Information

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

19 E. Hold Harmless Provision

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

27 **ARTICLE 3**

28 **DEFINITIONS**

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

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

32 Anniversary Date is July 1 pursuant to Article 5.B.<sup>1</sup>

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

1 less seniority in a class.<sup>2</sup>

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

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

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

10 Fiscal Year and School Year is July 1 through June 30.<sup>5</sup>

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

14 Incumbent is a unit member assigned to a position and who is currently in service or on leave from  
15 the position.<sup>7</sup>

16 Industrial Accident or Illness is an injury or illness arising out of or in the course of employment with  
17 the Superintendent.<sup>8</sup>

18 Involuntary Demotion is a demotion without the unit member's voluntary written consent.<sup>9</sup>

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

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

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

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

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

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

1 Reallocation is movement of an entire class from one salary range or rate to another salary range or  
2 rate.<sup>13</sup>

3 Reclassification is the upgrading of a position to a higher class as a result of the increase of the  
4 duties 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  
6 list.<sup>14</sup>

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

11 Regular Employee is an employee, whether permanent, probationary, full-time, part-time, who is  
12 not restricted, substitute, short-term, or student employee.<sup>15</sup>

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

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

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

20

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

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

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

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

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

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

- 31 1. Education Code Section 45102  
32 2. Education Code Section 45308, 45298  
33 3. Education Code Section 45101  
34 4. Education Code Section 45182  
35 5. Education Code Section 37200  
36 6. Education Code Section 53200-53209  
37 7. Education Code Section 45103  
38 8. Education Code Section 44043, 45192

- 9. Government Code Section 3543.2; Education Code Sections 45101,45190, 45207
- 10. Government Code Section 3543.2; Education Code Sections 45101, 45190, 45207
- 11. Government Code Sections 3543.1, 3543.2
- 12. Government Code Section 3543.1, 3543.2; Education Code Sections 45113, 45301, 45101(b)
- 13. Government Code Section 3543.2; Education Code Section 45285
- 14. Government Code Section 3543.2; Education Code Sections 45192, 45298, 45308
- 15. Education Code Sections 45103, 45256-45259
- 16. Education Code Section 45105

**ARTICLE 4**

**WORKDAY, WORKWEEK, WORK YEAR**

A. Workday

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

B. Workweek

The regular full-time workweek shall be a schedule of workdays Monday through Friday, within a seven (7) consecutive day period. It shall consist of thirty-seven and one-half (37.5) hours of work beginning with a period of five (5) consecutive full-time workdays.

C. Work Year

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

D. Modifications

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

E. Rest/Meal Periods

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

**ARTICLE 5**

**COMPENSATION**

A. Salary Schedule

- 1. CSEA 736 is comprised of regular employees of the BCOE whose job titles appear on Salary Schedule 6a and 6b.
- 2. Effective July 1, 1995, unit members occupying positions identified by management as

1 requiring utilization of a second language other than English (bilingual) shall be paid an  
2 additional five percent (5%) of their regular monthly salary. The additional five percent (5%)  
3 will cease upon the unit member's transfer or promotion into a position that is not  
4 identified as a bilingual position or management determines the position no longer requires  
5 utilization of a second language other than English.

6 B. Step Advancement

- 7 1. Employees commencing work between July 1 and January 15 of any fiscal year will be  
8 eligible for a step advancement on the following July 1. Employees commencing work on or  
9 after January 16 will not be eligible for step advancement until July 1 of the following year.
- 10 a) Bargaining unit members, who are eligible for a step advancement as defined in Article  
11 5. B. 1, who are promoted, voluntarily demoted, or reclassified shall be eligible for step  
12 advancement on July 1<sup>st</sup> immediately following the promotion, demotion or  
13 reclassification.
- 14 2. Unit members changing classifications upward shall enter the new classification on the step  
15 which is at least five percent (5%) higher than they had been receiving in their current  
16 classification. In special circumstances where the unit member's skills, knowledge, abilities  
17 and/or experience warrant, Human Resources and the Chapter President may agree upon a  
18 higher step placement.
- 19 a) Employees assigned and working in a higher classification for any period of five (5) days  
20 or more in a fifteen (15) day calendar period shall receive the rate of pay for the higher  
21 classification for those days worked.
- 22 3. Receipt of four (4) or more "requiring improvement/not satisfactory" marks may preclude a  
23 step advancement until a subsequent satisfactory evaluation.

24 C. Overtime

- 25 1. The requirement to work overtime shall be a management prerogative.
- 26 2. Overtime shall be paid to unit members for all work suffered or permitted over seven and  
27 one-half (7.5) hours per day of thirty-seven and one-half (37.5) compensable hours in one  
28 workweek.
- 29 3. Compensation shall be paid at the rate of time and one-half. It shall be paid by the  
30 succeeding month's variable payroll date for hours accumulated during the preceding  
31 month. Example: One (1) hour of overtime occurring on September 14 would be paid (if not  
32 taken as compensating time) on the October variable payroll by November 10<sup>th</sup>.
- 33 4. Unit members may take compensating time off at the rate of time and one-half with  
34 management approval.

1 D. Longevity Pay

2 1. Longevity pay is awarded as follows:

- 3 a. Ten (10) complete years of employment \$1,200
- 4 b. Fifteen (15) complete years of employment \$1,500
- 5 c. Twenty (20) complete years of employment \$1,800
- 6 d. Twenty-five (25) complete years of employment, \$2,400

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

11 E. Professional Growth and Educational Program

12 1. Eligibility: All employees are eligible to enter the Professional Growth and Educational  
13 Program.

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

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

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

20 c) The duties of the committee shall include:

21 i. Hear and decide requests for professional growth and education decisions and  
22 make recommendations to Superintendent for approval or denial. The  
23 Superintendent will make the final decision.

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

25 3. Criteria for Professional Growth and Educational Credit:

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

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

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

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

- 1 e) Employees can earn a maximum of four (4) units in the Professional Growth and
- 2 Educational Program.
- 3 f) Current employees holding a degree in any field will qualify for a stipend under the
- 4 Professional Growth and Educational Program. Positions requiring a degree for
- 5 employment are not eligible.
- 6 g) Official transcripts and documentation of hours to be credited to fulfill requirements for
- 7 Professional Growth and Educational Program increment must be filed in the Human
- 8 Resources office for approval.
- 9 h) It is the responsibility of the bargaining unit member to apply for all credit and verify
- 10 completion of course work and hours requested for credit.
- 11 i) Completion of additional coursework performed at the bargaining unit member's
- 12 expense will be considered for credit by the committee.

13 4. Application to Participate:

14 Prior to commencing growth activities, an employee will complete an application for

15 professional growth and education credit outlining anticipated activities, and obtain

16 supervisor approval. Prior approval is not required, but is recommended, as late submission

17 does not guarantee approval by the committee. Approval prior to the completion of the

18 growth activity is required.

19 5. Verification of Completion of Approved Activities:

- 20 a) Coursework – The employee must submit a transcript with a passing grade of C or better
- 21 to the committee. A certification of satisfactory completion signed by the instructor will
- 22 be accepted in cases where a graded transcript is not applicable to the coursework
- 23 undertaken.
- 24 b) Workshops/conferences – The employee is responsible for providing verification of
- 25 attendance at each workshop/conference and is responsible for getting a
- 26 workshop/conference official to verify time involved.
- 27 c) Individual Coursework – Any additional coursework taken at the member's own expense
- 28 will be considered for professional growth credit by the committee.

29 6. Stipends and Increments:

30 a) Annual stipends will be earned for degrees in accordance with the following schedule.

31 Only one (1) stipend at the highest level earned will be given.

32	AA	\$250
33	BA	\$400
34	MA	\$750
35	Ph.D.	\$1000

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

7 7. Appeal:

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

10 F. Miscellaneous

11 1. If a unit member is assigned to service between the end of one academic year and the  
12 commencement of another in their regular classification, the unit member shall receive the  
13 same hourly compensation and benefits, which are received during the same regular work  
14 year.

15 2. Unit members who report to work, but who are sent home because emergency conditions  
16 necessitate the closing of the work site shall not suffer a loss in pay for that day if teaching  
17 personnel are paid.

18 3. Unit members working regular full-time hours per day for an entire month will receive a full  
19 month's pay per the appropriate position and schedule. Partial days or hours in any one (1)  
20 month will be paid at the appropriate hourly rate.

21 4. Deferred Payroll System:

22 Effective July 1, 1998, unit members whose position is funded by federal, state or local  
23 entitlements with a grant year of July 1 through June 30 will have the deferred payroll  
24 option paid off upon the grant termination.

25 G. Call-in and Call-Back time

26 1. Minimum Call-in Time: Any employee called into work while on paid leave or vacation, shall  
27 receive a minimum of one-half (1/2) of their regular day's pay at the appropriate rate of pay.  
28 The amount of their paid leave or vacation used for the day shall be reduced by at least one-  
29 half (1/2) of their regularly assigned hours. No deduction from leave hours or vacation will  
30 be made if the employee works more than one-half (1/2) day.

31 2. Emergency Call-Back Time: Any employee called to return to work after the completion of  
32 their regularly assigned workday, or on a weekend, shall receive pay at least one and one-  
33 half (1½) times their rate of pay, for a minimum of two (2) hours. An employee called to  
34 return to work during a holiday will receive their regular pay plus time and one-half (1½) for

1 a minimum of two (2) hours.

2 3. This section does not apply to pre-scheduled, after-work hours.

3 **ARTICLE 6**  
4 **EMPLOYEE BENEFITS**

5 A. Health Benefits

6 1. Subject to negotiations, the Superintendent shall provide full-time unit members and  
7 dependents voluntary medical, dental, and vision care.

8 a) The Superintendent will contribute \$1,028.25 per month toward the medical premium  
9 effective 7/1/2021, \$95 per month toward the dental premium, and \$19 per month  
10 toward the vision premium.

11 b) Unit members may elect medical plans offered by the Superintendent with a higher  
12 monthly premium by paying the excess premium cost by payroll deduction.

13 c) Unit members may elect plans offered by the Superintendent with a lower monthly  
14 premium, and the Superintendent will reimburse the difference in premium to the unit  
15 member.

16 d) Upon providing proof of alternative coverage to the BCOE, an employee may elect to  
17 decline the BCOE medical, and/or dental, and/or vision coverage. In the alternative, an  
18 employee may decline medical coverage and continue to participate in dental and/or  
19 vision coverage. Butte Schools Self-Funded Programs (BSSP) requires that an  
20 administration fee equal to the premium of the least expensive medical, dental, and/or  
21 vision plan available, for the medical, dental and/or visions plan(s) selected by the  
22 bargaining unit must be submitted by the BCOE on behalf of the employee. If the  
23 administration fee is less than the annual cap paid by the BCOE for health and welfare  
24 benefits, the employee will receive the difference each month as an additional  
25 contribution to their paycheck. If the administration fee exceeds the annual cap, the  
26 employee will pay the additional monthly cost.

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

31 B. State Disability Insurance (SDI)

32 1. All unit members shall participate in the State Disability Insurance program with such  
33 participation to be at employee cost.

2. SDI benefits are to be used in coordination with accumulated sick leave benefits. Such coordination of benefits shall not result in the payment of greater than a regular day's pay. To receive coordination of benefits, an employee must provide documentation to Human Resources regarding benefits received from SDI.
3. Any employee receiving State Disability Insurance benefits who remains on the BCOE payroll at full pay is required to turn the endorsed insurance check in to the Human Resources office.

C. Life Insurance

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

**ARTICLE 7**

**VACATION/HOLIDAY BENEFITS**

A. Vacation

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

BCOE Service

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

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

B. Holidays

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

- 1 1. Additional holidays identified as the day before Thanksgiving (scheduled and used in lieu of  
2 Admissions Day), the day after Thanksgiving, a day and one-half (1 ½ days) at Christmas, and  
3 a day and one-half (1 ½ days) at New Year shall be granted even though the holidays occur  
4 on a Saturday or Sunday. Half days are defined as one-half (1/2) the normal working hours.  
5 Half days at Christmas and New Year may be taken at any time during the winter recess with  
6 supervisor approval.
- 7 2. Permanent unit members shall be granted one (1) “floating” holiday each year. Probationary  
8 unit members may request the “floating” holiday upon reaching permanent status.
- 9 3. Unit members employed 260 days working the total month of February during a leap year  
10 shall be granted one (1) “floating” holiday.
- 11 4. If the holiday occurs on Saturday or Sunday, the preceding/succeeding workday, not a  
12 holiday, shall be a holiday.
- 13 5. Unit members will be granted a one (1) birthday holiday that must be used on or after the  
14 employee’s birthday within the year.

15 C. Vacation Request Approval

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

22 **ARTICLE 8**

23 **LEAVE OF ABSENCE BENEFITS**

24 A. Bereavement Leave

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

1 partner of the unit member.

2 B. Jury Duty Leave

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

5 C. Illness/Medical Leave

6 1. Definition: Sick leave is a leave of absence granted to a unit member because of personal  
7 illness or injury.

8 2. Length of Leave: In any fiscal year a regular unit member shall be entitled to paid sick leave  
9 at the rate of one (1) day or ratio thereof for each month of paid regular service on an  
10 unlimited accumulated basis.

11 3. Special Conditions:

12 a) Sick leave for the current fiscal year need not be accrued prior to taking such leave. It  
13 may be taken at any time during the current fiscal year provided it does not exceed the  
14 current fiscal year's sick leave benefit entitlement in addition to any accrued sick leave.

15 b) A new unit member shall not be eligible to take more than six (6) days of sick leave until  
16 the first day of the calendar month after completion of six (6) months of active service  
17 with the BCOE.

18 c) A unit member employed for a limited-term assignment in a classification, which is  
19 different from the classification to which the unit member is regularly assigned, shall  
20 earn sick leave benefits for the time worked in such an assignment.

21 d) If a unit member resigns, retires or is terminated and has used more sick leave than was  
22 earned, the amount of pay for days used but not earned shall be deducted from the  
23 final pay of the unit member.

24 e) Paid sick leave shall be credited as service towards permanent status with the BCOE.

25 4. Compensation

26 a) When a unit member is absent from duty because of illness or injury, whether or not the  
27 absence arises out of or in the course of employment, said member is paid:

28 1. Full salary for that period of absence covered by current and accumulated leave.

29 2. The difference between the unit member's salary and that of the substitute, for 100  
30 work days after current and accumulated sick leave has been expended.

31 b) When a unit member has exhausted all entitlements to paid sick leave and is still unable  
32 to return to work, a personal leave of absence without pay may be granted by the  
33 Superintendent for a period not to exceed six (6) months. The Superintendent may  
34 renew the personal leave for two (2) additional six (6) month periods, or such lesser

1 leave periods that it may provide, but not to exceed a total of eighteen (18) months.

2 1. Employees granted a personal leave of absence without pay shall notify the  
3 Superintendent of availability for employment sixty (60) days prior to the conclusion  
4 of 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 for a  
7 period of thirty-nine (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 unit member has been employed by the BCOE for a minimum of five (5) years.

18 d) For each unused illness day beyond the first thirty (30), the unit member shall be paid  
19 one-half (1/2) current daily salary up to a maximum of thirty (30) paid days. The unit  
20 member shall have the option of being reimbursed or not being reimbursed, after a  
21 member has been informed by PERS of the retirement allowance penalty for being  
22 reimbursed.

23 D. Industrial Accident/Illness Leave

24 1. Definition:

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

27 2. Requirements:

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

32 3. Length of Leave:

33 a) A unit member shall be entitled to a leave of up to sixty (60) working days in anyone (1)  
34 fiscal year for the same accident or illness. This leave shall not be accumulated from

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

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

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

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

17 4. Effect of Sick Leave:

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

20 5. Absence after Sixtieth Working Day:

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

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

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

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

5                   6. Activities While on Leave:

6                   a) A unit member starting any new gainful employment shall be required to forfeit any  
7                   injury pay received from the BCOE under this leave, except as permitted by Workers'  
8                   Compensation law. Workers' Compensation claims can continue to be litigated after an  
9                   employee returns to work pursuant to applicable Workers' 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 of the requested leave. Parental leave may be granted for  
19                  up to the balance of a fiscal year and may be extended in annual increments up to a  
20                  maximum of two (2) years. Extended leaves of this type may be granted only to one (1)  
21                  parent in those cases where both parents are unit members of the BCOE.

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

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

26                  3. During the parental leave, illness or disability related to childbirth for which accumulated sick  
27                  leave could be used under Superintendent regulations will be paid upon proper application  
28                  and certification by a physician.

29                  4. In case of terminated pregnancy, a unit member may return to service prior to the date of  
30                  the leave upon the written statement of a physician that the unit member is physically able  
31                  to perform normal duties.

32                  5. If a dependent child becomes physically/mentally handicapped, the provisions of this article  
33                  shall be applied to unit members eligible under these provisions.

34                  6. While on parental leave, a unit member shall have the option to remain an active participant

1 in the fringe benefit programs by contributing the full amount.

2 F. Personal Necessity

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

- 5 1. Death of a member’s immediate family when additional leave is required beyond regular  
6 bereavement leave.
- 7 2. Accident involving a member’s person or property, or the person or property of a member’s  
8 immediate family.
- 9 3. Appearance in court or before any administrative tribunal as a litigant, party, or witness  
10 under subpoena, or any other entity with legal jurisdiction.
- 11 4. Illness of a member’s immediate family which requires the presence of the unit member.
- 12 5. Personal emergency of a unit member or immediate family. Personal emergency is defined  
13 as an event or circumstance of a serious nature which is beyond control, and which  
14 necessitates absence from duty. This includes, but is not limited to, those events and  
15 circumstances which would require the unit member’s prompt attention to avoid possible  
16 financial loss to, or damage to the health of either the unit member or their household.
- 17 6. A unit member adopting a child shall be entitled to three (3) days of paid leave for  
18 processing the adoption.
- 19 7. Sick leave for personal necessity may not be used for any of the following: attendance at or  
20 participation in functions which are primarily for the unit members’ amusement, pleasure,  
21 personal convenience or religious observances; the extension of holidays or vacation  
22 periods; accompanying a spouse or registered domestic partner on a trip when such travel is  
23 not otherwise authorized by these regulations; seeking or engaging in remunerative  
24 employment; engaging in a strike, demonstration, picketing, lobbying, rally, march,  
25 campaign meeting, or any activities related to work stoppage or political campaigning.

26 G. Personal Compelling:

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

31 **ARTICLE 9**

32 **EARLY RETIREMENT PROGRAM**

33 A. Early Retirement Eligibility

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

- 1 1. The unit member at fifty-five (55) years of age, employed on a full-time basis prior to July 1,  
2 2004, and has completed a minimum of twelve (12) years of full-time service with the BCOE;  
3 or
- 4 2. The unit member at fifty-eight (58) years of age, employed on a full-time basis after July 1,  
5 2004, and has completed a minimum of twelve (12) years, fifteen (15) years or twenty (20)  
6 years of full-time service with the BCOE; and
- 7 3. The unit member is qualified for and is in the process of receiving retirement benefits under  
8 the Public Employees Retirement System and/or the State Teachers Retirement System.

9 B. Early Retirement Benefits

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

- 14 1. Employed prior to July 1, 2004 and retiring after July 1, 2004 with twelve (12) years of full-  
15 time service, the Superintendent shall provide up to \$990.00 per month paid medical  
16 insurance comparable to the existing medical benefits provided to active unit members for  
17 the unit member and dependents.
- 18 2. Employed after July 1, 2004 and retiring after July 1, 2004, with twelve (12) years of full-time  
19 service, the Superintendent shall provide up to fifty (50) percent of \$990.00 per month  
20 toward the medical premium for the unit member and dependents.
- 21 3. Employed after July 1, 2004 and retiring after July 1, 2004, with fifteen (15) years of full-time  
22 service, the Superintendent shall provide up to seventy-five (75) percent of \$990.00 toward  
23 the medical premium for the unit member and dependents.
- 24 4. Employed after July 1, 2004 and retiring after July 1, 2004, with twenty (20) years of full-  
25 time service, the Superintendent shall provide up to one hundred (100) percent of \$990.00  
26 toward the medical premium for the unit member and dependents.

27 C. Cash in Lieu

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

1 payments.

2 D. Impact of Medicare Eligibility

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

6 E. Death of Unit Member

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

11 F. Employment and/or Marriage

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

14 **ARTICLE 10**

15 **GRIEVANCE PROCEDURE**

16 A. Definitions

- 17 1. Grievance: A claim by CSEA 736 or by one, or more, unit members that there has been a  
18 violation, misinterpretation or misapplication of a provision of this contract.
- 19 2. Grievant: A unit member identified in Article 2 (Recognition) of this contract and/or CSEA  
20 736 president or designee.
- 21 3. Immediate Supervisor: The lowest level administrator having jurisdiction over the grievant.
- 22 4. Party of Interest: Any person(s) who might be required to take action or against whom  
23 action might be taken in order to resolve the claim.

24 B. Special Conditions

- 25 1. CSEA 736 either on its own behalf or on the behalf of any affected unit member may initiate  
26 a grievance, which may affect one (1) or more unit members.
- 27 2. The Superintendent shall, upon request, furnish the grievant and/or CSEA 736 with any and  
28 all information the employer may have that is pertinent to the processing of the grievance.  
29 The grievant shall also have access to any and all documents relating to and compiled during  
30 processing of the particular grievance.
- 31 3. CSEA 736 shall be notified immediately of any grievance that is filed and reserves the right  
32 to have a representative to state the views of CSEA 736 at all formal levels of the grievance.  
33 CSEA 736 also reserves the right to determine which grievances proceed to arbitration.

- 1 4. The filing of a grievance shall not be construed as reflecting unfavorable 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 **Informal Level:** Whenever possible, providing that any grievance adjustment is not inconsistent

10 with the terms of this contract, the grievant and the immediate administrator may meet

11 informally and negotiate a mutually satisfactory resolution of the grievance.

12 **Formal Level I:** Within twenty-five (25) days omission or infraction of this contract giving rise to

13 the grievance, grievant shall present to the immediate administrator a clear, concise written

14 statement defining the omission/infraction, the circumstances involved, and the specific remedy

15 sought.

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

17 and 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 time

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

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

21 736 appeal said grievance to Formal Level II.

22 **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 head of Human Resources (HR).

25 The HR Designee shall meet with the grievant within five (5) working days and shall

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

27 days thereafter. If the HR Designee does not respond within the time limit provided, or if the

28 grievant is not satisfied with the decision/resolution at Formal Level II, the grievant may, within

29 five (5) working days, submit in writing and/or request that CSEA 736 submit a request to the

30 Superintendent for an appeal at Formal Level III.

31 **Formal Level III:** A statement which shall include a copy of the appeal to Formal Level II, a copy

32 of 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

34 decision/resolution of the grievance.



1 which is paid at the same range on the salary schedule.

2 B. Notices of Vacancies

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

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

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

21 D. Transfer – Voluntary

- 22 1. A permanent unit member may request a transfer by submitting a classified “Request for
- 23 Transfer or Reassignment” form to the Human Resources office. Requests will be kept active
- 24 for a period of six (6) months from the date of filing, following which time a new request
- 25 must be filed if further consideration is to be given.
- 26 2. Performance evaluations will be used in determining the suitability of each candidate.
- 27 3. Transfer requests may be submitted directly to Human Resources without acknowledgment
- 28 from the unit member’s supervisor. All transfer requests shall be acknowledged in writing by
- 29 the Human Resources office.
- 30 4. Prior to selection, an informational meeting will be scheduled with the unit member and
- 31 immediate supervisor of the vacant position to discuss program and site details.
- 32 5. Qualified unit members shall be given placement consideration before qualified persons
- 33 from outside the Butte County Office of Education per part “C” of this Article. Seniority as
- 34 defined in Article 3 will be the final determining factor in the event more than one (1)

- 1 qualified unit member requests transfer into the vacancy.
- 2 6. Candidates who are interviewed will be notified concerning their status after the selection
- 3 has been made.
- 4 7. A unit member denied a transfer shall be provided a reason for denial.

5 E. Transfer – Involuntary

- 6 1. The Superintendent or designee has the right to transfer involuntarily any employee within
- 7 their discretion except that no involuntary transfer shall be for disciplinary reason(s) only,
- 8 and no employee assigned within a county shall be transferred involuntarily to an
- 9 assignment outside of that county.
- 10 2. The Superintendent or designee has the right to transfer involuntarily any employee on a
- 11 temporary basis within their discretion, subject to the limitations in paragraph number one
- 12 (1) immediately above. Any employee involuntarily transferred on a temporary basis shall
- 13 receive reimbursement for mileage based on the difference between travels involving the
- 14 regular assignment from travel required by the temporary assignment.
- 15 3. If Education Code Section 45101 (e) is applicable to any involuntary transfer under this
- 16 Article, then any such involuntary transfer shall be consistent with Education Code Section
- 17 45101 (e).
- 18 4. An employee involuntarily transferred or transferred due to layoff shall be reimbursed at
- 19 the current approved mileage rate for total new round trip miles less the previous round trip
- 20 commute. In order to qualify, the new round trip must be at least 20 miles more than the
- 21 previous round trip. An employee shall be reimbursed such excess mileage up to 36 months,
- 22 unless one or both of the following occur:
- 23 a) Commute becomes less than previous commute and does not meet the qualifying
- 24 conditions stated above.
- 25 b) Employee voluntarily changes jobs, even if at the same job site. If an employee's
- 26 commute increases due to a living location change, reimbursement amount does not
- 27 change.

28 F. Promotion

- 29 1. Equal opportunity for advancement shall be extended to all qualified unit members.
- 30 2. Election shall be made on the basis of the individual qualifications and capabilities of the
- 31 candidates, current work performance, seniority as defined in Article 3, including time spent
- 32 in related occupational classification, affirmative action guidelines, and in the best interests
- 33 and needs of the Butte County Superintendent of Schools. Performance evaluations may be
- 34 used in determining suitability of the candidate.

- 1 3. Probationary training period:
- 2 a) Any employee selected for a promotion shall serve a probationary period of six (6)
- 3 months.
- 4 4. Qualified unit members shall be given placement consideration before qualified persons
- 5 from outside the Butte County Office of Education.
- 6 5. A unit member who fails to successfully complete their promotional probationary period
- 7 shall be reassigned to the class from which promoted unless the reasons for the release are
- 8 cause for dismissal of a permanent unit member.

9 G. Voluntary Demotion

10 A unit member may request in writing to the Human Resources office a voluntary demotion. A

11 voluntary demotion may include a reduction in hours.

12 H. Medical Transfer

13 All medical transfers shall be addressed through the interactive process required by the

14 American Disabilities Act.

15 **ARTICLE 12**

16 **HEALTH BENEFITS COMMITTEE**

17 Upon Superintendent's request, CSEA 736 shall submit to the Superintendent one (1) member in

18 good standing as a nominee to be considered for service on the Butte Schools Self-Funded Program

19 (BSSP) Board as a Board member or alternate.

20 **ARTICLE 13**

21 **JOB PERFORMANCE EVALUATION PROCEDURES**

22 A. Frequency of Evaluation

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

28 B. Evaluator

29 The evaluator shall be the unit member's immediate supervisor and/or any other management

30 employee so designated by the Superintendent.

31 C. Evaluation Conference

- 32 1. Whenever an evaluation is done, an evaluation conference shall be held between the unit
- 33 member and the evaluator. The evaluator will present a written evaluation on appropriate

1 BCOE forms and discuss it with the unit member. The unit member shall sign the evaluation  
2 signifying only that the unit member has read the document and has been given a copy.  
3 Administrative signatures must precede the unit member's. The evaluator shall describe the  
4 specific data used in completing the rating form. During years in which a permanent unit  
5 member does not receive a written evaluation, an informal conference may be held  
6 between the unit member and the evaluator.

7 2. A unit member shall have a period of ten (10) working days following the evaluation  
8 conference to prepare and submit a written reaction, if any, in response to the evaluation.  
9 Such response will become a permanent attachment to the evaluation and be placed in the  
10 unit member's personnel file.

11 3. Any negative evaluation shall:

- 12 a) Identify areas where improvement is needed
- 13 b) Offer specific suggestions for improvement
- 14 c) List improvement steps that will be taken to assist the unit member

15 D. Additional Evaluations

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

20 E. Personnel File Material

21 1. Materials in personnel files of unit members shall be made available for inspection by the  
22 unit member.

23 2. Information of a derogatory nature shall not be placed in a unit member's personnel file  
24 until the unit member is supplied with a copy.

25 a) A unit member may inspect materials in the personnel file at a time mutually convenient  
26 to the unit member and a representative from Human Resources.

27 b) A unit member may be accompanied by a representative when reviewing material in the  
28 personnel file.

29 c) Upon submission of an authorization signed by a unit member, a CSEA 736  
30 representative may review that unit member's personnel file without the unit member  
31 present.

32 F. Release Time

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

1 G. Evaluation Grievance

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

4 H. Derogatory Material

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

7 **ARTICLE 14**

8 **CSEA RIGHTS**

9 A. Printing Agreement

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

14 B. Union Stewards

- 15 1. Stewards may be appointed to advise and represent unit members concerning matters  
16 related to their employment.
- 17 2. Steward Presence:
- 18 a) The site steward may be present and represent at all formal levels of grievance  
19 procedure when requested by the aggrieved unit member.
- 20 b) The steward shall have the right during duty hours to research and process complaints  
21 and grievances.
- 22 3. Number of Stewards:
- 23 CSEA 736 may select up to a maximum of twelve (12) job stewards. CSEA 736 shall provide  
24 the Superintendent a current listing of job stewards with subsequent changes provided as  
25 they occur. CSEA 736 may designate up to two (2) job stewards at any work site with the  
26 exception of the central office, where four (4) or less may be designated.

27 C. CSEA Staff Access

- 28 1. CSEA field representatives shall be granted access to BCOE premises for the purposes of  
29 administration of this contract and conducting appropriate business under the following  
30 conditions:
- 31 a) The principal or department head or designee shall be notified upon the arrival of the  
32 representative of their presence at the work site.
- 33 b) Visits to unit members or unit member groups, in general, shall be confined to non-duty

1 hours. Non-duty time is the time before and after the assigned hours of work, lunch  
2 periods and rest breaks. However, access to the employees during the duty hours may  
3 be granted under special circumstances by the Superintendent/ designee within their  
4 discretion after a request from CSEA.

- 5 2. CSEA shall be allowed the right to reasonable use without charge of institutional bulletin  
6 boards, mailboxes, inter-office mail system, and other county office means of  
7 communication for the posting or transmission of information or notices concerning CSEA  
8 matters.
- 9 3. The Superintendent agrees to make space available for the purpose of holding a reasonable  
10 number of CSEA 736 meetings. CSEA 736 shall provide adequate notice in advance and shall  
11 comply with facility use regulations.
- 12 4. CSEA may review employee personnel files and any other records dealing with an employee  
13 when accompanied by the employee or upon presentation of a written authorization signed  
14 by the employee.
- 15 5. The unit shall be supplied with a complete "hire date" seniority roster of all bargaining unit  
16 employees by classification on the effective date of this contract and each January  
17 thereafter. The roster shall indicate the employee's present classification and primary job  
18 site. The unit shall also be provided a copy of the classified personnel monthly activity  
19 report.
- 20 6. CSEA shall review and/or receive copies, without cost, of any and all materials related to  
21 wages, hours, and other terms and conditions of employment which are relevant to CSEA to  
22 fulfill its duties and obligations to members of the unit.
- 23 7. CSEA 736 may conduct two (2) contract orientation sessions for unit members during  
24 regular duty hours. Scheduling to be mutually arranged with the administration.
- 25 8. Two (2) CSEA 736 chapter delegates shall be released to attend the CSEA Annual  
26 Conference.
- 27 9. CSEA 736 officers shall be granted reasonable release time to conduct CSEA business.
- 28 10. Unit members shall be granted release time for the preparation and processing of  
29 grievances.
- 30 11. CSEA 736 will be provided an email notification when the Superintendent's Rules and  
31 Regulations have been revised. General meetings shall be held monthly (except July and  
32 August) from noon to 1:00 p.m. at various work sites in Oroville. When necessary, members  
33 shall be granted 15 minutes before and 15 minutes after meetings for travel. Supervisors  
34 will be supplied a copy of the sign-in sheet.

1 D. Nondiscrimination

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

10 E. Short-Term Employees

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

- 15 1. The BCOE’s Human Resources Department will ensure that the nature of work or services to  
16 be performed by the requested short-term employee, and the starting and ending date of  
17 the short-term assignment are provided by the requesting department, site or operation.  
18 Human Resources Department will also require the requesting department, site or  
19 operation to provide a written explanation of the reason and need for a short-term  
20 employee(s). The Human Resources Department will be responsible for securing and  
21 providing all such necessary and relevant information about the short-term work or project  
22 requested by the Chapter President or designated representative as soon as is practicable  
23 upon receipt of request.  
24 2. Human Resources will provide the information outlined in the above Section 1 to the CSEA  
25 736 President/designee at least three (3) working days before the request is approved by  
26 the Superintendent.  
27 3. If CSEA 736 believes that the hiring of the short-term employee would constitute a violation  
28 of this contract, the Chapter President or designated representative may request a review of  
29 the requested short-term position. The review will be conducted by the head of Human  
30 Resources or designee and the Chapter President or designated representative. If CSEA 736  
31 is unsatisfied with the results of the review, it may, within one (1) day, request a review by  
32 the Superintendent.  
33 4. CSEA 736 retains the right to file a grievance if it believes the above process was not  
34 properly followed or if it believes that despite the process being followed a short-term

1 employee was improperly hired to do CSEA 736 bargaining unit work (reference Education  
2 Code Section 45103(d) (2)).

3 **ARTICLE 15**

4 **NEGOTIATION PROCEDURES**

5 A. Negotiation Sessions

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

8 B. Tentative Agreements

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

11 C. Definition of Tentative Agreement

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

14 D. Release Time

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

19 **ARTICLE 16**

20 **LAYOFF AND REEMPLOYMENT**

21 A. Layoff Definition

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

24 B. Reason for layoff

25 Layoff shall occur only for a lack of work or lack of funds in accordance with Education Code  
26 §45117, §45298 and §45308.

27 C. Notice of Layoff

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

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

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

13 The Superintendent shall notify CSEA 736 in writing prior to the date of any layoff notices being sent  
14 to bargaining unit employees. The Superintendent and CSEA 736 shall meet in advance of the  
15 notices being sent in order to begin negotiating the effects of the proposed layoffs and determine  
16 the order of layoff within the provisions of this agreement.

17 **D. Hearing Rights:**

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

30 **E. Seniority**

31 Seniority within a classification is defined in Article 3.

32 **F. Order of Layoff and Reemployment**

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

2. When a permanent classified employee is laid off, the order of layoff within a classification shall be determined by seniority, as defined in article 3.
3. The employee with the least seniority shall be laid off first. Reemployment shall be in the reverse order of layoff (Education Code §45308).

G. Bumping Rights

Providing they have seniority, a regular employee laid off from the employee's present classification may bump:

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

H. Voluntary Layoff in Lieu of Bumping

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

I. Equal Seniority

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

J. Salary Placement for Employees Exercising Bumping Rights

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

K. Reemployment Rights

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months in their classification and shall be reemployed in preference to

1 new applicants. An employee on a reemployment list shall be notified of all employment  
2 opportunities (Education code § 45298).

3 L. Voluntary Demotion or Voluntary Reduction in Assigned Time

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

9 M. Retirement in Lieu of Layoff

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

18 N. Seniority Roster

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

21 O. Notification Reemployment Opening

22 An employee who is laid off and is subsequently eligible for reemployment shall be notified in  
23 writing of an opening. Such notice shall be sent by Certified Mail to the last address given by the  
24 employee, and a copy shall be sent to the CSEA 736 President. Employee notification shall be  
25 considered effective three (3) mail days following delivery or upon receipt, whichever occurs  
26 first.

27 P. Employee Notification to the BCOE

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

1 Q. Reemployment in Highest Classification

2 Employees shall be reemployed in the classification with the highest pay range, and in the  
3 assignment with the most available hours in that classification, in accordance with their  
4 seniority in the classification as defined in Article 3. Employees who accept a position in a  
5 classification lower than their former classification shall retain their original sixty-three (63)  
6 month reemployment rights to a position in the former classification.

7 R. Seniority During Layoff

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

11 S. Accumulated Seniority

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

15 T. Sick Leave Benefits

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

18 U. Vacation Benefits

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

21 V. Salary Placement

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

27 **ARTICLE 17**

28 **DISCIPLINARY ACTION**

29 A. Exclusive Procedure

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

31 B. Derogatory Materials

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

34 Derogatory materials may be used to support later disciplinary action, but they are not

1 considered a disciplinary action by themselves under the provisions of this article.

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

9 C. Rights of Permanent Versus Probationary Employees

- 10 1. Permanent employees shall be afforded all due process rights under this disciplinary article  
11 of the contract as contained below.
- 12 2. Probationary employees are not entitled to the same due process rights as permanent  
13 employees. At any time prior to the expiration of the probationary period, the  
14 Superintendent may, in its discretion, release a probationary employee from employment  
15 with the BCOE. A probationary employee so released shall not be entitled to a hearing.

16 D. Definition of Discipline

- 17 1. Permanent classified employees shall be subject to discipline, which is defined as  
18 suspension, involuntary demotion or dismissal. Disciplinary action shall only be taken for  
19 just cause as prescribed by this article. The Superintendent's determination of the  
20 sufficiency of the cause for disciplinary action shall be conclusive.
- 21 2. Causes for which disciplinary action may and may not be taken:  
22 No disciplinary action shall be taken for any cause which arose prior to the employee's  
23 becoming permanent, nor for any cause which arose more than two (2) years preceding the  
24 date of the filing the notice of cause unless such cause was concealed or not disclosed by  
25 such employee when it could be reasonably assumed that the employee should have  
26 disclosed the facts to the BCOE. In addition to any disqualifying or actionable causes  
27 otherwise provided for by statute, each of the following constitutes cause for disciplinary  
28 action against a permanent classified employee.
- 29 a) Falsifying any information supplied to the BCOE, including but not limited to,  
30 information supplied on application forms, employment records or any other BCOE  
31 records.
- 32 b) Incompetency or inefficiency.
- 33 c) Inexcusable neglect of duty.
- 34 d) Insubordination.

- 1 e) Dishonesty.
- 2 f) Drinking alcoholic beverages while on duty or in such close proximity to duty time as to
- 3 cause any detrimental effect upon the employee or upon employees associated with
- 4 them.
- 5 g) Use of narcotics while on duty or in such close proximity to duty time as to cause any
- 6 detrimental effect upon the employee or upon employees associated with them.
- 7 h) Conviction of a felony, conviction of any sex offense or controlled substance offense
- 8 made relevant by provisions of the Education Code, or conviction of a misdemeanor
- 9 which is of such a nature as to adversely affect the employee's ability to perform the
- 10 duties and responsibilities of their position. A plea of guilty or a conviction following a
- 11 plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 12 i) Violation of Superintendent's policy or departmental rule, policy or procedure.
- 13 j) Failure to possess or keep in effect any license, certificate, or other similar requirement
- 14 specified in the employee's job description or otherwise necessary for the employee to
- 15 perform the duties of the position.
- 16 k) Any other failure of good conduct either during or outside of duty hours which is of such
- 17 nature that it causes disruption to the BCOE or the employee's ability to perform the
- 18 position.
- 19 l) Discourteous treatment of public, pupils or other employees.
- 20 m) Willful disobedience.
- 21 n) Excessive absenteeism, tardiness or a pattern of abuse of leaves which adversely affects
- 22 the employee's ability to perform the duties or responsibilities of their position.
- 23 Approved use of vacation or use of available sick leave (as provided by Section 8.c of this
- 24 contract) shall not be subject to this provision of the article.
- 25 o) Misuse, abuse or destruction of the BCOE resources including equipment, material, data
- 26 (electronic and/or hard copy), information, information systems and facilities.
- 27 p) Revealing confidential information to unauthorized persons including, but not limited
- 28 to, personnel and/or student records.

29 E. Progressive Discipline

- 30 1. An employee whose work or conduct is subject to discipline shall first be specifically warned
- 31 in writing by the supervisor. Such warning shall state the reasons underlying any intention
- 32 the supervisor may have of recommending any disciplinary action and a copy of the warning
- 33 shall be sent to the CSEA 736 President. The supervisor shall give a reasonable period of
- 34 advanced warning to permit the employee to correct the deficiency without incurring

1 disciplinary action. An employee who has received such a warning shall have the option of  
2 requesting a lateral transfer under the provisions of the agreement.

- 3 2. Suspensions and demotions will be undertaken for corrective purposes only.
- 4 3. Progressive discipline is not required for the most serious offenses. These offenses are of a  
5 nature such that a reasonable person would not believe that an employee should need a  
6 warning or a chance to correct deficiencies.

7 F. Right to Representation

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

11 G. Disciplinary Procedures

- 12 1. Notice of recommendation for disciplinary action.

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

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

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

- 27 1. Whenever a Recommendation for Disciplinary Action has been received by an employee,  
28 they or their CSEA representative shall have five (5) working days to contact the head of  
29 Human Resources or their designee to request a Skelly Hearing regarding the  
30 recommendation for discipline. The Chapter member shall have the right to CSEA  
31 representation at the Skelly Hearing and may respond to the charges and allegations  
32 contained in the recommendation for discipline orally or in writing.
- 33 2. The Skelly Hearing will be conducted by an Administrator (Skelly Officer) who:  
34 a) Has no supervisory/managerial authority over the accused employee, and

- b) Has not been involved in bringing charges against the employee nor
- c) Has no prior knowledge of the alleged causes giving rise to the Recommendation for Disciplinary Action.

3. Within fifteen (15) work days of the Skelly Hearing, the Skelly Officer, Superintendent or designee shall decide in writing whether to seek imposition of the recommended disciplinary action, reduce the disciplinary action or dismiss the disciplinary action. This written decision shall immediately be provided to the employee and their CSEA representative. The decision of the Skelly Officer may be provided later than fifteen (15) work days with mutual agreement of the accused, CSEA and the Skelly Officer.

I. Notice of Intent to Discipline

If after the Skelly Hearing, the Skelly Officer upholds the recommendation for disciplinary action against an employee, a Notice of Intent to Discipline shall be made in writing and served in person or by registered or certified mail upon the employee. If the BCOE seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The notice shall include:

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

J. Rights of Appeal

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

1 right to appeal, and the Superintendent may order the recommended personnel action into  
2 effect immediately.

3 K. Hearing Procedures

- 4 1. The hearing shall be held at the earliest convenient date, taking into consideration the  
5 established schedule of the Superintendent or hearing officer, and the availability of  
6 counsel, CSEA representative and witnesses. The employee shall be entitled to appear  
7 personally, produce evidence and have CSEA representation (if a Chapter member) and a  
8 public hearing. The complainant may also be represented by counsel. Neither the  
9 Superintendent nor a hearing officer shall be bound by rules of evidence used in California  
10 courts. Informality in any such hearing shall not invalidate any order or decision made or  
11 approved by the hearing officer or the Superintendent.
- 12 2. All hearings shall be heard by the Superintendent except in those cases where the  
13 Superintendent determines to have it heard by a hearing officer provided by the State of  
14 California's Office of Administrative Hearings.
- 15 3. In any case in which the Superintendent hears the appeal, they may utilize the services of  
16 the BCOE counsel or a hearing officer in ruling upon procedural questions, objections to  
17 evidence, and issues of law. If the Superintendent utilizes counsel for this purpose, different  
18 counsel must be used to present the Administration's case to the Superintendent. If the  
19 appeal is heard by the Superintendent, they shall affirm, modify or revoke the intended  
20 disciplinary action involving suspension, demotion or dismissal.
- 21 4. If the appeal is heard by a hearing officer, they shall prepare a proposed decision in such  
22 form that it may be adopted by the Superintendent as the decision in the case. A copy of the  
23 proposed decision shall be received and filed by the Superintendent and at the same time  
24 furnished to each party. The Superintendent may:
  - 25 a) Adopt the proposed decision in its entirety;
  - 26 b) Reduce the personnel action set for therein and adopt the balance of the proposed  
27 decision;
  - 28 c) Reject a proposed reduction in penalty, approve the penalty sought by the complainant  
29 or any lesser penalty, and adopt the balance of the proposed decision;
  - 30 d) Reject the proposed decision in its entirety.
- 31 5. If the Superintendent rejects the proposed decision in its entirety, each party shall be  
32 notified of such action and the Superintendent may decide the case upon the record  
33 including the transcript, with or without the taking of additional evidence, or refer the case  
34 to the same or another hearing officer to take additional evidence. If the case is so assigned

1 to a hearing officer, they shall prepare a proposed decision as provided in subsection 4  
2 above (including K. 4. a - d) upon the additional evidence and the transcript and other  
3 papers which are part of the record of the prior hearing. A copy of such proposed decision  
4 shall be furnished to each party at the same time the proposed decision is filed by the  
5 Superintendent.

6 6. In arriving at a decision or a proposed decision on the propriety of the proposed penalty, the  
7 Superintendent or the hearing officer may consider the records of any prior personnel  
8 action proceedings against the employee in which a personnel action was ultimately  
9 sustained and any records contained in the employee's personnel files if such records were  
10 introduced into evidence at the hearing.

11 7. The decision of the Superintendent shall be in writing and shall contain findings of fact and  
12 the personnel action approved, if any. The findings may be stated in the language of the  
13 pleading or by reference thereto.

14 L. Distribution of the Hearing Decision and Enforcement

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

19 M. Emergency and Unpaid Suspensions Pending Appeal

20 1. CSEA 736 and the BCOE recognize that emergency situations can occur involving the threat  
21 to BCOE property or health and welfare of students or employees. If the BCOE determines  
22 that the employee's presence poses a danger to BCOE property or the lives, safety or health  
23 of students or fellow employees, BCOE may immediately suspend the employee for three  
24 (3) days with or without pay.

25 2. Within three (3) days, the BCOE shall serve notice and the statement of facts upon the  
26 employee, who shall be entitled to respond to the factual contentions supporting the  
27 emergency at the final step of the grievance procedure. The grievance may be settled at any  
28 time following the service of notice of discipline. The terms of the settlement shall be  
29 reduced to writing. An employee offered such a settlement shall be granted a reasonable  
30 opportunity to have their job representative review the proposed settlement before  
31 approving the settlement in writing.

32 3. If the suspension is unpaid, and if the final disciplinary action taken by the Superintendent is  
33 less than the duration of the emergency suspension, the employee shall be entitled to back  
34 pay for all the days of emergency suspension in excess of the Superintendent's final

1 determination.

2 N. Paid or Unpaid Administrative Leave

3 1. An employee may be placed on a paid administrative leave or relieved of duties without loss  
4 of pay at the option of the BCOE at any point in the disciplinary process from the  
5 investigation up to receipt of the final appeal decision.

6 2. The BCOE may also place an employee subject to disciplinary action on unpaid  
7 administrative leave after the Skelly Officer issues their decision. The BCOE may keep the  
8 employee on unpaid leave until the Superintendent renders their final decision after the  
9 employee's appeal hearing.

10 a) If the leave is unpaid, and if the final disciplinary action taken by the Superintendent is  
11 less than the duration of the emergency suspension, the employee shall be entitled to  
12 back pay for all days of emergency suspension in excess of the Superintendent's final  
13 determination.

14 O. What Can and Cannot be Grieved

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

19  
20 **ARTICLE 18**

21 **TERM**

22  
23 This agreement shall remain in full force and effect from July 1, 2021, up to and including June 30,  
24 2024. The Superintendent and CSEA 736 shall initiate negotiations at any time either deems  
25 necessary using the Interest Based Bargaining Process.

**Appendix A**



**Schedule 6A - Clerical & Technical  
2023-24 Salary Schedule  
Effective July 1, 2023**

	<b>RANGE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
Hourly	4	\$13.96	\$14.66	\$15.38	\$16.16	\$16.95	\$17.81	\$18.70	\$19.63	\$20.62
Hourly	8	\$17.92	\$18.80	\$19.75	\$20.73	\$21.77	\$22.86	\$23.99	\$25.20	\$26.45
Hourly	9	\$18.36	\$19.26	\$20.23	\$21.25	\$22.31	\$23.43	\$24.59	\$25.82	\$27.12
Hourly	10	\$18.81	\$19.76	\$20.74	\$21.78	\$22.87	\$24.00	\$25.21	\$26.46	\$27.80
Hourly	11	\$19.27	\$20.24	\$21.26	\$22.32	\$23.45	\$24.61	\$25.83	\$27.14	\$28.48
Hourly	12	\$19.77	\$20.75	\$21.79	\$22.88	\$24.03	\$25.22	\$26.49	\$27.81	\$29.20
Hourly	13	\$20.25	\$21.28	\$22.35	\$23.46	\$24.62	\$25.84	\$27.15	\$28.51	\$29.93
Hourly	14	\$20.76	\$21.80	\$22.89	\$24.04	\$25.24	\$26.51	\$27.83	\$29.21	\$30.68
Hourly	15	\$21.29	\$22.36	\$23.47	\$24.64	\$25.88	\$27.17	\$28.52	\$29.94	\$31.45
Hourly	16	\$21.81	\$22.90	\$24.05	\$25.26	\$26.52	\$27.84	\$29.25	\$30.70	\$32.23
Hourly	17	\$22.37	\$23.48	\$24.66	\$25.89	\$27.18	\$28.55	\$29.96	\$31.47	\$33.05
Hourly	18	\$22.93	\$24.06	\$25.27	\$26.54	\$27.87	\$29.26	\$30.72	\$32.25	\$33.87
Hourly	19	\$23.50	\$24.67	\$25.91	\$27.20	\$28.56	\$29.98	\$31.48	\$33.06	\$34.70
Hourly	20	\$24.08	\$25.30	\$26.55	\$27.88	\$29.28	\$30.74	\$32.26	\$33.89	\$35.57
Hourly	21	\$24.68	\$25.92	\$27.21	\$28.58	\$30.00	\$31.51	\$33.08	\$34.72	\$36.46
Hourly	22	\$25.31	\$26.56	\$27.89	\$29.29	\$30.77	\$32.28	\$33.91	\$35.59	\$37.37
Hourly	23	\$25.94	\$27.22	\$28.59	\$30.02	\$31.53	\$33.10	\$34.77	\$36.48	\$38.31
Hourly	24	\$26.58	\$27.91	\$29.31	\$30.78	\$32.31	\$33.92	\$35.61	\$37.39	\$39.28
Hourly	25	\$27.24	\$28.61	\$30.04	\$31.54	\$33.12	\$34.79	\$36.50	\$38.33	\$40.26
Hourly	26	\$27.92	\$29.32	\$30.80	\$32.33	\$33.94	\$35.64	\$37.43	\$39.30	\$41.26
Hourly	27	\$28.63	\$30.06	\$31.56	\$33.13	\$34.81	\$36.53	\$38.35	\$40.29	\$42.29
Hourly	28	\$29.34	\$30.81	\$32.34	\$33.96	\$35.67	\$37.45	\$39.32	\$41.28	\$43.36
Hourly	29	\$30.07	\$31.58	\$33.15	\$34.82	\$36.55	\$38.37	\$40.31	\$42.31	\$44.43
Hourly	30	\$30.83	\$32.37	\$33.98	\$35.69	\$37.47	\$39.35	\$41.31	\$43.38	\$45.55

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

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

BILINGUAL:       5%    of employee's normal salary



Appendix A Continued

Schedule 6B – Maintenance & Operations  
 2023-24 Salary Schedule  
 Effective July 1, 2023

	RANGE	A	B	C	D	E	F	G	H	I
Hourly	30	\$18.98	\$19.91	\$20.92	\$21.97	\$23.06	\$24.22	\$25.42	\$26.69	\$28.04
Hourly	31	\$19.46	\$20.42	\$21.43	\$22.51	\$23.63	\$24.81	\$26.06	\$27.36	\$28.73
Hourly	32	\$19.92	\$20.93	\$21.98	\$23.07	\$24.23	\$25.43	\$26.70	\$28.05	\$29.45
Hourly	33	\$20.43	\$21.45	\$22.53	\$23.65	\$24.84	\$26.07	\$27.38	\$28.74	\$30.19
Hourly	34	\$20.94	\$21.99	\$23.09	\$24.24	\$25.45	\$26.73	\$28.07	\$29.46	\$30.94
Hourly	35	\$21.46	\$22.54	\$23.66	\$24.85	\$26.08	\$27.39	\$28.76	\$30.21	\$31.71
Hourly	36	\$22.00	\$23.10	\$24.25	\$25.46	\$26.74	\$28.08	\$29.48	\$30.96	\$32.50
Hourly	37	\$22.55	\$23.67	\$24.86	\$26.10	\$27.43	\$28.78	\$30.22	\$31.73	\$33.33
Hourly	38	\$23.12	\$24.27	\$25.48	\$26.77	\$28.10	\$29.49	\$30.98	\$32.52	\$34.17
Hourly	39	\$23.68	\$24.88	\$26.11	\$27.44	\$28.79	\$30.24	\$31.74	\$33.34	\$35.00
Hourly	40	\$24.28	\$25.49	\$26.79	\$28.11	\$29.51	\$30.99	\$32.55	\$34.18	\$35.88
Hourly	41	\$24.89	\$26.13	\$27.46	\$28.81	\$30.26	\$31.76	\$33.36	\$35.01	\$36.77
Hourly	42	\$25.50	\$26.81	\$28.14	\$29.55	\$31.01	\$32.57	\$34.20	\$35.90	\$37.71
Hourly	43	\$26.14	\$27.47	\$28.82	\$30.27	\$31.80	\$33.38	\$35.03	\$36.79	\$38.64
Hourly	44	\$26.82	\$28.15	\$29.56	\$31.02	\$32.58	\$34.22	\$35.92	\$37.73	\$39.60
Hourly	45	\$27.49	\$28.85	\$30.29	\$31.81	\$33.40	\$35.07	\$36.81	\$38.66	\$40.59
Hourly	46	\$28.17	\$29.58	\$31.04	\$32.61	\$34.24	\$35.95	\$37.75	\$39.62	\$41.61
Hourly	47	\$28.86	\$30.30	\$31.84	\$33.41	\$35.09	\$36.84	\$38.69	\$40.61	\$42.65
Hourly	48	\$29.59	\$31.07	\$32.63	\$34.26	\$35.98	\$37.77	\$39.65	\$41.64	\$43.73
Hourly	49	\$30.33	\$31.86	\$33.43	\$35.11	\$36.87	\$38.71	\$40.65	\$42.67	\$44.82
Hourly	50	\$31.09	\$32.64	\$34.28	\$36.00	\$37.79	\$39.69	\$41.66	\$43.75	\$45.93
Hourly	51	\$31.87	\$33.45	\$35.14	\$36.90	\$38.74	\$40.68	\$42.70	\$44.85	\$47.08
Hourly	52	\$32.66	\$34.29	\$36.01	\$37.81	\$39.69	\$41.67	\$43.76	\$45.94	\$48.24
Hourly	53	\$33.47	\$35.16	\$36.91	\$38.75	\$40.70	\$42.72	\$44.87	\$47.10	\$49.45

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

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

BILINGUAL:       5% of employee's normal salary



**Appendix A Continued**

Schedule 6A/B -Office, Clerical, Technical and Maintenance Operations  
2023-24 Salary Schedule

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

### **Collective Bargaining Unit Agreement Current Revisions**

1. Salary Schedule 6B and Job Titles: Revised May 12, 2022
2. Salary Schedule 6A & 6B: Revised July 1, 2022
3. Salary Schedule 6A & 6B: Revised January 1, 2023
4. Salary Schedule 6A & 6B: Revised July 1, 2023
5. CBA Policy and Procedure updates: Revised January 2024