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**AGREEMENT BETWEEN
BENNETT VALLEY UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #156**

November 1, 2025 - October 31, 2028



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Article 1 | **AGREEMENT**

- 1.1 This Agreement, hereinafter referred to as "Agreement," is entered into this 1st day of November, 2025 by and between the Bennett Valley Union School District, hereinafter referred to as "District," and the California School Employees Association and its Bennett Valley Chapter #156, hereinafter referred to as "CSEA."
- 1.2 The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.
- 1.3 For the purposes of this agreement, the definition of a "Charter," as it will exist in the District, shall refer to converted grade level(s) previously operated by the traditional Bennett Valley Union School District and shall be governed by the Bennett Valley Union School District Board of Trustees ("the Board").
- 1.4 In the event that the Board authorizes a charter school petition, the Charter and the District shall comply with this agreement and ensure all provisions in this agreement are applied to the Charter and all classified employees who transfer to or who provide services for the Charter.
 - 1.4.1 Notwithstanding Education Code section 47610, classified bargaining unit members assigned to a Charter shall also be covered by all existing provisions in the Education Code (Part 26 of the California Education Code, Sections 45100 - 45500) pertaining to working conditions of classified public school employees in the District including but not limited to reduction in force, tenure and dismissal. In addition, as members of the classified bargaining unit, Government Code Section 3540 et. seq. will apply.
 - 1.4.2 The District and the Board will ensure that any staff assignments at a Charter shall be filled by classified employees eligible for bargaining unit membership for work that falls within its scope. While classified employees have the option to join the Chapter, membership cannot be mandated as a condition of employment.
 - 1.4.3 The District acknowledges its responsibility to negotiate any matters within the scope of representation as defined in Government Code Section 3543.1. Any material revision to a charter petition as described in this agreement, shall only be approved if it is consistent with the terms of this agreement, the charter petition, or as modified by mutual agreement of the District and the Association.
- 1.5 The District and the Association recognize that Basic Aid Supplemental (BAS) dollars generated by the charter conversion are unrestricted, but may fluctuate annually based on enrollment patterns and the proportion of students coming from Local Control Funding Formula (LCFF) districts. A joint fiscal committee may be established to review BAS funding data and provide collaborative expenditure recommendations.

Article 2 | **RECOGNITION**

- 2.1 The District recognizes the CSEA as the exclusive representative for the employees in the positions listed Appendix A (salary schedules).
- 2.2 This Agreement applies only to employees in the representation unit defined in Appendix A.
- 2.3 The unit as recognized by the District may be modified by (1) mutual agreement of the parties or (2) by a decision rendered by the Public Employees Relations Board concerning any disputed positions.
- 2.4 Other employees, including management, supervisory, confidential and certificated employees, shall be excluded.

Article 3 | **NEGOTIATION PROCEDURES**

- 3.1 If either party desires to alter or amend this Agreement, it shall provide notice to the other party that it desires to reopen negotiations and will be providing a written proposal for the next regular board meeting.
- 3.2 Upon completion of the public notice requirements and Board adoption of the initial proposals at a subsequent meeting, the parties shall commence negotiations at a mutually acceptable time and place to consider changes to this Agreement.
- 3.3 The Association shall have the right to designate no more than five (5) Chapter unit members who shall be given reasonable paid release time to participate in negotiations.
- 3.4 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 3.5 The District and the Association agree to support this Agreement for its term and will not seek change or improvement in any matter subject to the meet and negotiation process except as otherwise provided for in Article 24 and/or by mutual agreement of the District and the Association.

Article 4 | **ASSOCIATION RIGHTS**

4.1 Access

CSEA representatives shall have the right of reasonable access during the workday to areas in which unit members work.

4.2 Use

CSEA shall have the right to use, without charge, institutional bulletin boards, mailboxes, e-mail, the District mail system, school equipment, fax machines, buildings, and facilities.

4.3 Board Agendas

CSEA shall have the right to place items on the agenda of each board meeting as long as CSEA complies with the District's procedures and timeliness.

4.4 Meetings & Professional Learning

The Chapter President, or designee (which could include a committee) shall collaborate with worksite- or district-level administration (or designee) to establish meaningful meetings and professional learning opportunities with regard to content and frequency.

4.4.1 Participants

To support full participation, confidentiality, and a focused, professional environment, children may not be present for employee meetings.

4.4.2 Compensation

If attendance is required (by site or district leadership) for a meeting scheduled outside a unit member's regular work hours, the unit member may submit for supplemental pay at the unit member's applicable rate. Additional compensation is not provided for meetings held during an employee's work day.

4.4.3 Optional Meetings

Any meetings scheduled outside regular working hours and without compensation are considered voluntary and there will be no discipline for non-attendance.

4.5 Classified Forums

Classified Forums are district-wide meetings for classified employees, led by site leadership, to share information, clarify operations, and engage in professional learning. These forums do not limit any additional meetings held during a unit member's work day.

4.6 Frequency & Duration

At the start of each school year, site leaders will schedule at least one (1) Classified Forum per trimester. Classified Forums will generally be limited to one (1) hour, unless mutually agreed upon by site leadership and the Chapter President.

4.6.1 Attendance

Even when scheduled outside of a unit member's workday, all classified employees are expected to attend each Classified Forum, unless other arrangements have been made with site leadership. *See 4.4.2 re: compensation.*

4.6.2 Agendas

Site leadership will develop the agenda for Classified Forums and will share the agenda with all members at least three (3) days in advance. Unit members may submit suggestions for agenda items prior to the agenda distribution.

4.7 New Employee Orientation

The parties agree that orientation and onboarding for new employees shall occur as follows:

4.7.1 Materials

As part of onboarding, the District shall provide all eligible new employees information about CSEA membership, including application information and contact details for their Chapter President and local school-site representatives. CSEA is responsible for providing the District with current Chapter President and Site Rep information.

4.7.2 Meetings

Within the first thirty (30) days of employment, the Chapter President (or designee) and the school-site leader/supervisor (or designee) may schedule additional time with the new employee for the purpose of additional onboarding and clarification of job duties. If meetings are held jointly with district and union staff, up to thirty (30) minutes shall be provided with no non-unit members present.

4.7.3 Release Time/Compensation for Onboarding Meetings

Up to thirty (30) minutes may be provided to both the new employee and the Chapter President (or designee), provided the date and time are scheduled with the supervisor(s) of all participants. Alternatively, participants may decide to meet outside of work hours and submit a timesheet for compensation.

4.7.3.1 Additional Release Time/Compensation - An additional fifteen (15) minutes of release time (or the equivalent in compensation) shall be

provided when the Chapter President (or designee) holds a meeting with more than one new employee.

4.7.4 Charter Petitions

The District shall notify the CSEA Labor Relations Representative and Chapter President no more than thirty (30) working days after receiving (1) a petition for a new independent charter school, (2) a renewal petition or (3) a request for a material revision, that has a significant and adverse impact on a mandatory bargaining subject.

Article 5 | **DISTRICT RIGHTS**

- 5.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to direct the work of its unit members and determine the method, means and services to be provided; establish educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of the positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline unit members except as otherwise provided for in this Agreement.
- 5.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and/or law.
- 5.3 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of the Agreement.

6.1 Work Week

- 6.1.1 The regular workweek of a full-time unit member shall be forty (40) hours. The regular workday shall be eight (8) hours. The workweek shall consist of five (5) consecutive days, Monday through Friday
- 6.1.2 Each position in the bargaining unit shall have a designated title, a minimum number of assigned hours per day, days per week, and months per year.
- 6.1.3 Any unit member who works a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive workdays shall have his/her basic assignment changed to reflect the longer hours. If the employee works five (5) days per week, twenty (20) days takes four (4) weeks to complete. If the employee works one (1) day per week, twenty (20) days takes twenty (20) weeks.
- 6.1.4 Unit members may "job share" bargaining unit positions with mutual agreement between the affected employees, district, and the Chapter President.
- 6.1.5 Unit members who conduct programs as paraeducators/ paraprofessionals and who are responsible for developing or planning the curriculum for that program shall have a preparation period before the program begins and a period for maintenance, ordering, and evaluation tasks at the conclusion of the program. This planning time shall be included in the jobs for computer, library, Title 1/EL, and physical education paraprofessionals, and any other classification that requires such planning of curriculum.

6.2 Lunch Period

The length of time for unpaid lunch periods for unit members working more than five (5) hours a day shall be no longer than one (1) hour nor less than one-half (1/2) hour, shall be uninterrupted and shall be scheduled as near as possible to the midpoint of each work shift.

6.3 Rest Periods

Paid rest periods shall be scheduled as near as possible to the midpoint of each work period and shall be granted at the rate of ten (10) minutes per four (4) hours worked or major fraction thereof. If a unit member's break is interrupted for any reason, his/her break shall be extended by an amount of time equal to the interruption.

6.4 Overtime

- 6.4.1 All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half. A unit member

having an average workday of less than four (4) hours during a work week shall, for any work required to be performed on the seventh day following the commencement of his/her work week, be compensated at the rate of time and one-half.

6.4.2 The method by which overtime shall be compensated (cash or compensatory time off) shall be determined by mutual agreement at the time the overtime is offered.

6.4.3 Unit members shall have the right to refuse overtime.

6.5 Compensatory Time Off

Compensatory time off shall be taken at a time mutually acceptable to the bargaining unit member and the District, and generally within twelve (12) months from the date it was earned. Compensatory time that has not been taken within twelve (12) months from the time it was earned shall be paid in cash at the appropriate rate.

6.6 Call Back Time

Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

6.7 Holiday Pay

All work performed on holidays shall be at two and one-half times the unit member's hourly rate.

7.1 Definitions

- 7.1.1 *Transfer* means a change from one assigned job or job site to another within the same classification, including but not limited to a work location containing grade level(s) at a charter school as defined by Article 1, Section 1.3. A voluntary transfer is one initiated by a unit member, while an involuntary transfer is one initiated by the District.
- 7.1.2 *Promotion* means a change from one classification to a higher classification.
- 7.1.3 *Vacancy* means an unfilled position as declared and described by the Superintendent in a posted notice of vacancy.
- 7.1.4 *New position* means a job newly created by IEP, new program, or workload demands. For each new position, there will be a job title, job description, hours, and rate of pay, and the position will be posted.

7.2 Unit member Initiated Lateral Transfer

- 7.2.1 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to unit members within the same classification in the District. A unit member may apply for transfer to that position by filing a written notice with the District Office.
- 7.2.2 All vacancies shall be distributed electronically to all unit members and posted by the District for not less than five (5) workdays at all work locations. Two (2) copies shall also be provided to the Chapter President for additional distribution and record-keeping.
- 7.2.3 District decisions for unit member transfer applications will be considered in accordance to applicable law, the District's nondiscrimination policy, and the current needs of the District. If two or more unit members apply for a transfer, the District shall give weight to seniority but shall make the selection in the best interest of the District. If no District unit member files for the transfer, it shall then be open for promotional opportunity.

7.3 District Initiated Transfer

- 7.3.1 District initiated unit member transfers may become necessary to meet the overall operational and administrative requirements of the District consistent with Education Code 45101, 45103, and 45261, and applicable provisions of the collective bargaining agreement.
- 7.3.2 No District initiated transfer shall be arbitrary, capricious, or discriminatory.

- 7.3.3 The unit member to be transferred shall be given ten (10) workdays advance notice and a reason(s) for impending transfer. At the unit member's request, the reason(s) shall be put in writing.
- 7.3.4 A District initiated transfer shall not result in the loss of compensation, seniority or any health and welfare benefits for the unit member.
- 7.3.5 Should any part of a Charter program close or reduce, the District shall make every effort to return classified bargaining unit members to the same grade level(s) and assignments, provided the comparable position is available. In the event of necessary transfers or reductions, the District shall adhere to all provisions of the collective bargaining agreement terms, and comply with applicable Education Code Sections governing layoff procedures.

7.4 Promotion

- 7.4.1 When a new position is created or an existing position becomes vacant and when the transfer section of this Article has been complied with, the District shall open the position to unit members of the District. A unit member may apply for the promotion by filing a written notice with the Superintendent.
- 7.4.2 All vacancies shall be posted for not less than five (5) workdays at all work locations. A copy shall also be provided to CSEA.
- 7.4.3 All unit members who meet the minimum qualifications for the vacant position shall be granted an interview.
- 7.4.4 The District shall give weight to seniority and added consideration for being an employee of the District but may select the candidate who it deems best meets the needs of the District.
- 7.4.5 If a unit member files for a promotional opportunity and is not selected, he/she may request a meeting with the appropriate District administrator to review the unit member's candidacy/interview.
- 7.4.6 Any unit member promoted shall not receive less than the hourly rate received in his/her present position.
- 7.4.7 At any time within six (6) months of being promoted unit members shall have the right, upon their request, to be returned to the classification held prior to being promoted.
- 7.4.8 At any time within six (6) months of being promoted the District shall have the right to return the unit member to the classification held prior to being promoted.

8.1 General Provisions (*Non Family Medical Leave*)

- 8.1.1 A paid leave of absence is defined as a leave during which the unit member shall receive pay and benefits, including but not limited to insurance and retirement benefits.
- 8.1.2 An unpaid leave of absence is defined as a leave during which the unit member does not receive any pay or benefits.

8.2 Sick Leave

- 8.2.1 Sick leave is earned at the rate of one day's leave for each month of service rendered; twelve (12) month unit members earn twelve (12) days of sick leave per year; eleven-month unit members earn eleven (11) days per year; ten-month unit members earn ten (10) days per year.
- 8.2.2 A new unit member must be employed on or before the first workday before the fifteenth of the month in order for that month to be counted in computing sick leave.
- 8.2.3 Credit for sick leave need not be accrued by a unit member prior to taking such leave; however, new unit members are not eligible to take more than six (6) days or the proportionate amount to which they are entitled until they have completed six (6) months of service.
- 8.2.4 Sick leave is credited annually at the beginning of the school year and is accumulated from year to year without limit.
- 8.2.5 Unit members shall be given a report of their sick leave balance on an annual basis.
- 8.2.6 Medical appointments for a portion of the workday may be taken as sick leave or as unpaid. These absences are tracked in 1 hour increments.
- 8.2.7 Good Attendance Incentive Program: Any unit member who is in paid status for at least 75% of the school year and who is absent from duty using sick leave or short term leave for all or part of their day's duty hours for fewer than five (5) school days (from 0 to 4 school days) during that same school year will receive a cash bonus of \$200 on June 30 following the school year.

8.3 Catastrophic Leave

- 8.3.1 A unit member may donate up to five (5) days in increments of one (1) day of their accumulated sick leave to another unit member who, because of catastrophic illness or injury, has used all of his/her paid leave.
- 8.3.2 The decision as to whether the unit member is eligible for the leave shall be determined by the Superintendent.

- 8.3.3 The unit member requesting the donated leave may not receive more than a total of thirty (30) days in a given school year.
- 8.3.4 A day shall be defined as the number of hours the donor or recipient works during their normal workday. Example: A four (4) hour per day unit member would be eligible to receive 120 hours of catastrophic leave per school year.
- 8.3.5 Any sick leave not used by the donee shall be returned to donors in the reverse order of the donation.
- 8.3.6 To ensure that a donor retains sufficient accrued sick leave to meet his/her needs a donor shall not reduce his/her accumulated sick leave to fewer than fifteen (15) days.

8.4 Bereavement Leave

- 8.4.1 In the event of death in the immediate family (mother, mother in-law, father, father-in-law, stepmother, stepfather, stepchildren, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, or uncle of the unit member or any person living in the immediate household of the unit member), five workdays with full pay will be granted. See Personal Necessity Leave for additional bereavement days of leave.
- 8.4.2 Extended Bereavement Leave, either paid or unpaid, may be granted upon the recommendation of the Superintendent and approval of the Board.

8.5 Jury Duty or Subpoena Leave

- 8.5.1 Unit members shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member.
- 8.5.2 A unit member shall receive his/her regular pay less any amount received for jury or witness fees.

8.6 Military Leave

Unit members who are members of the National Guard or any reserve unit of the armed forces of the United States or who are inducted, enlisted or are otherwise ordered to active duty shall be granted such leave and military pay as provided by law.

8.7 Personal Necessity

- 8.7.1 Up to seven (7) days per year of accumulated sick leave may be used for absences created by personal necessity without advanced notice for the following reasons:

- a. As an extension of Bereavement Leave provided in section 8.4 of this

Article.

- b. An accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family.
- c. Illness involving a member of the unit member's immediate family.

Advanced notification and approval must be given for the following reasons:

- a. Religious holidays.
- b. To attend the funeral of a close, personal friend.
- c. Such other reasons, including personal/legal business reasons, as approved by the Superintendent.

8.8 Convenience Leave

A unit member shall be entitled to one (1) day of personal convenience leave per year without application for approval to the Board. This day shall be with pay and shall not be deducted from sick leave. If a unit member does not utilize the one (1) day, it shall be carried over for two school years, but no such leave shall accumulate beyond two (2) days. Due to COVID-19 pandemic's impact on the school schedule during the 2020-21 school year, unit members will not lose their 2020-21 allotted personal convenience leave day through a carry-over drop off.

8.9 Adoption and Parental Leave

Adoption and Parental Leave shall be granted in accordance with the provisions of the applicable law (Education Code §45196.1) and applicable Board Policies (4261- Leaves; 4261.1- Personal Illness/Injury Leave; 4261.2 - Personal Leaves; 4261.8 - Family Care And Medical Leave.

Eligible employees (those employed at least 12 months) are generally entitled to a total of twelve (12) work weeks of parental leave during any 12-month period. See the policies listed above for additional details about the terms of such leaves including eligibility, use of paid leave, concurrent leaves, and additional employee rights.

8.10 Entitlement to Other Sick Leave

When a unit member is absent from his/her duties on account of industrial or non-industrial accident or illness for a period of five (5) months or less and all paid leaves have been exhausted, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the amount which is actually paid a substitute unit member to fill his/her position during his/her absence. The five (5) months shall begin on the first day of the accident or illness and shall run concurrently with any paid leave.

8.11 Maternity Leave

- 8.11.1 Maternity Leave is provided to unit members who choose to be absent from their duties because of pregnancy or convalescence following childbirth.
- 8.11.2 The unit member shall give notice of pregnancy, expected due date and a physician's certificate verifying pregnancy to the principal and/or the District Office as soon as possible before commencing the leave.
- 8.11.3 The unit member shall, at the earliest date possible, in no event later than four (4) weeks prior to the actual commencement of maternity leave, notify the school principal and/or the District Office of the date on which maternity leave shall commence. The employee shall not continue to work beyond such date. The employee may commence maternity leave at an earlier date only if the employee becomes physically incapable of performing the job duties, when certified by the physician.
- 8.11.4 A unit member who has commenced maternity leave shall not return to duties until after delivery or the pregnancy is otherwise terminated. The employee shall submit a notice of intent to return to work four (4) weeks prior to resuming the position, request an extension of leave, or submit a resignation if the employee does not intend to return. The employee may return to duties as soon after delivery or termination of the pregnancy as a written statement can be provided, signed by the physician, certifying that the employee is physically and mentally capable of returning to full employment. Maternity leave for prior pregnancy shall not be resumed after having returned to full employment.
- 8.11.5 Pregnancy disability leave ("PDL"): Employees on pregnancy disability (who are disabled due to pregnancy, childbirth, or a related medical condition) are entitled to up to four (4) months of unpaid leave with continuation of health benefits
 - 8.11.5.1 After paid leave is exhausted, the employee shall be entitled to extended illness leave.

8.12 Use of Sick Leave for Maternity Purposes

- 8.12.1 A unit member may use paid sick leave due to pregnancy when it is verified by a physician that the employee is no longer able to work due to the condition of pregnancy, a sickness arising out of pregnancy, or the recovery from childbirth.
- 8.12.2 Sick leave for maternity purposes shall commence on the date the physician decides that continued fulfillment of duties would be detrimental to the employee's health or the health of the unborn baby and shall terminate on the date her physician decides the employee can return to work.

8.13 Reproductive Loss Leave

- 8.13.1 Eligible unit members are permitted to take up to five (5) days of reproductive loss leave following a reproductive loss event, including, but not limited to miscarriage, stillbirth, failed surrogacy, failed adoption, or an unsuccessful assisted reproduction procedure.
- 8.13.2 This entitlement allows up to five (5) days per event and shall not exceed 20 days within a 12-month period.
- 8.13.3 Pursuant to existing leave policy, this leave must be taken within three months of the event and may be nonconsecutive.
- 8.13.4 Reproductive loss leave time may be unpaid, however use of bereavement, accrued sick, or personal necessity leave for this purpose may be allowed upon request.
- 8.13.5 Reproductive loss leave shall not run concurrently with any other leave unless requested by the employee

8.14 Short Term Leave of Absence

The Superintendent may grant leaves without pay for up to thirty (30) days provided that the unit member shall request the leave in writing stating the date that the leave is to commence and the date the leave is to terminate.

- 8.14.1 Short Term Leave of Absence is intended to accommodate those rare occasions when a unit member needs a short-term leave of absence that cannot be addressed by other leaves offered in this contract or board policy. A “rare occasion” is defined as an uncommon or unusual event, circumstance or incident. In order to take unpaid leave, the unit member must request such leave at least 5 workdays in advance of the leave dated desired. On any single day, no more than 2 unit members currently in paid status may take short-term leave at a school site. If a person works at both sites, he/she needs prior approval from the principal of the primary site (where the employee works the majority of the hours) AND the employee requesting leave needs to notify the principal of the other school.

8.15 Extended Leave of Absence

- 8.15.1 An extended leave without pay may be granted for personal convenience for a period of up to one (1) year provided that the unit member shall request the leave in writing to the Board stating the date the leave is to commence and the date the leave is to terminate. At the end of the leave, the unit member may reapply.
- 8.15.2 For leaves which terminate at the end of a school year, the unit member shall notify the District by May 1 of his/her intention to return.
- 8.15.3 During the leave the unit member may continue participation in District group insurance programs by remittance of a personal check to the District

Office prior to each premium due date.

8.16 Association Leaves

- 8.16.1 Reasonable release time shall be provided for the grievant and an Association representative for the preparation and presentation of a grievance.
- 8.16.2 The Association President and/or the President's designee shall be granted up to a total of five (5) days of District paid release time for the purpose of conducting the normal in district and out-of-district business of the Association including the annual CSEA conference.

8.17 Industrial Accident and Illness Leave

- 8.17.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:
 - a. Unit members shall be allowed up to sixty (60) workdays leave in any one (1) fiscal year for the same accident.
 - b. Allowable leave shall not be accumulated from year to year.
 - c. Industrial Accident or Illness Leave will commence on the first day of the absence.
 - d. Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws of this State, exceed the normal wage for the day.
 - e. Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
 - f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
 - g. When entitlement to Industrial Accident or Illness Leave has been exhausted, entitlement to other leaves will then be used; but if a unit member is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the worker's compensation award, provides for a full day's wage or salary.
 - h. During all paid leaves of absence, under this section, whether industrial accident leave provided by law or the action of the Board of Trustees, the unit member shall endorse to the District wage loss benefit checks

received under the worker's compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

- i. When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months without pay. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of a layoff, in which case the person shall be listed in accordance with appropriate seniority.

8.18 Family Medical Leave

- 8.18.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Medical Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member.
- 8.18.2 Family Medical Leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, care of a spouse, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.
- 8.18.3 A unit member may use up to twenty (20) days of his/her sick leave to care for a spouse, child, or parent with a serious health condition. In addition, a unit member may utilize his/her accumulated sick leave for a serious health condition that renders the unit member unable to perform essential job functions. During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Medical Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service.
- 8.18.4 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable or, if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.
- 8.18.5 This section is not intended to abridge any other leave specified in this Article

Article 9 | EVALUATIONS

- 9.1 Unit members shall be evaluated by an administrator(s) designated by the Superintendent. The designated evaluator(s) shall be the individual(s) who signs the evaluation.
- 9.2 The purpose of the evaluation shall be to recognize outstanding work performed by the unit member and/or to assist the unit member to improve job performance. Supervisors are encouraged to have frequent conferences with unit members who are experiencing difficulties so they may be given an opportunity to improve prior to a formal evaluation.
- 9.3 Probationary unit members shall be formally evaluated at least twice during the probationary period of six (6) months or 130 days, whichever is longer. The first evaluation shall not be later than the end of eighty (80) workdays and the second not later than the end of one hundred twenty (120) workdays of employment.
- 9.4 Permanent unit members shall be formally evaluated at least once each year. Each position held will be documented in the evaluation. Evaluations shall be completed no later than June 1st of each year.
 - 9.4.1 Permanent unit members in need of remediation shall also be evaluated prior to December 24.
 - 9.4.2 Unit members who have three (3) consecutive satisfactory evaluations shall be evaluated every third year unless the immediate supervisor or the unit member opts for an annual or more frequent evaluation.
- 9.5 When a unit member changes job classifications, he/she shall be evaluated pursuant to the probationary unit member evaluation schedule (see 9.3).
- 9.6 The formal evaluation shall be in writing on the form attached as Appendix "C" and a copy shall be made available to the unit member. The evaluation shall be reviewed with the unit member by the evaluating supervisor(s). If any part of the evaluation indicates a need for improvement, specific suggestions for improvement shall be made in writing by the evaluating supervisor(s). At the request of the unit member, he/she may ask for another conference to review the evaluation.
- 9.7 The unit member shall sign the evaluation. The signature of the unit member being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been given a copy, has had adequate time to review the written evaluation, and that a conference was held. The original of the evaluation is to be retained by the District and shall be placed in the unit member's personnel file in the District Office.

- 9.8 The unit member shall have the right to have a written response attached to the evaluation or to any material of a negative or derogatory nature that is to be placed in his/her personnel file.
- 9.9 The unit member shall have the right to have any commendations or positive comments included in his/her personnel file.
- 9.10 CSEA representatives shall have the right to review unit members' personnel files when accompanied by the unit member or upon presentation of a written authorization signed by the unit member.
- 9.11 A unit member may request an evaluation for any reason. An evaluator may initiate an evaluation for any reason.
- 9.12 If an item or items on an evaluation is factually incorrect, the Evaluator must correct the form and present the corrected copy to the employee to sign.

10.1 Reasons for Layoff

Layoff means a total separation from service and shall occur only for lack of work and/or lack of funds.

10.2 Notice of Layoff

The District and CSEA shall meet following the receipt of any layoff to review the proposed layoff(s) and to negotiate the effect of the layoff(s). Preliminary layoff notices shall be served on or before March 15. Final notices shall be provided to affected employees before May 15. Any notice of layoff(s) shall specify the reason for the layoff and identify by name and class the employees designated for layoff. Procedures for layoff noticing and right to hearing are set forth in Ed. Code section 45117.

10.3 Classification

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

10.4 Order of Layoff

Class shall mean classification throughout this Agreement. Any layoff shall be effected within a class. The order of layoff shall be based on date of hire.

10.5 Bumping Rights

A unit member laid off from his or her present class may bump into any class in which the unit member has served and has greater seniority considering his/her seniority in the class and any equal or higher classes. The unit member may continue to bump into lower classes in which he/she has had previous service to avoid layoff.

10.6 Layoff in Lieu of Bumping

A unit member who elects layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

10.7 Equal Seniority

If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

10.8 Reemployment Rights

Laid-off unit members are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in order of seniority. Reemployment of laid-off unit members shall take precedence over any new applicants.

10.9 Notification of Reemployment Opening

Any unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the unit member.

10.10 Unit Member Notification to District

A unit member shall notify the District of his or her intent to accept or refuse reemployment within five (5) workdays following receipt of the reemployment notice. If the unit member accepts reemployment, the unit member must report to work within ten (10) workdays following receipt of the reemployment notice, unless mutually agreed to the contrary.

10.11 Voluntary Demotion or Voluntary Reduction in Hours

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class as vacancies become available, in accordance with the Education Code, except that they shall be ranked in accordance with their seniority on any valid reemployment list. Voluntary means a bona fide choice by the unit member.

10.12 Retirement in Lieu of Layoff

10.12.1 Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff, or voluntary demotion, or reduction in assigned time. Such unit member shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

10.12.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) workdays a written acceptance of the offer, the position shall not be filled by another person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

10.13 Seniority Roster

The District shall maintain an updated seniority roster indicating the unit member's

hire date of service for each classification held. Such rosters shall be available to CSEA at any time upon reasonable request.

10.14 Seniority During Involuntary Unpaid Status

Upon return to work, the unit member shall be restored to all the benefits and burdens and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays or other leave benefits.

10.15 Improper Layoff

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and may be reimbursed for all loss of salary and benefits.

10.16 Effects of Layoff

Upon request, the CSEA shall have the right to negotiate the effects of the proposed layoff.

Article 11 | **REDUCTION IN HOURS**

- 11.1 Reduction in hours is defined as a reduction in the number of hours worked per day, per week, per month, or per year. A reduction in hours does not involve a separation from service.
- 11.2 The District shall notify CSEA of any intention to reduce the hours of any position in the bargaining unit. CSEA shall make a demand upon the District to meet and negotiate both the decision to reduce the hours of any position in the bargaining unit and its effects. The District and CSEA shall then meet and negotiate both the decision and effects of the reduction in hours and workload and come to a written agreement within a reasonable timeframe.

Article 12 | **DISCIPLINARY ACTION PROCEDURES**

12.1 Probationary Period

- 12.1.2 Classified unit members shall serve a period of probation which shall be six (6) months in duration, or 130 workdays, whichever is longer.
- 12.1.3 During the probationary period, a classified unit member may be released without cause.

12.2 Permanent Classified Unit Members - Discipline & Dismissal

- 12.2.2 Discipline shall be imposed on a permanent member of the classified bargaining unit only for just cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing District. A permanent employee is one who has completed an initial probationary period of six (6) months or 130 workdays (whichever is longer) beyond the initial date of employment by the District and is referred to in this procedure as a "unit member."
- 12.2.3 Whenever possible, disciplinary action will be taken only after the unit member has been counseled by his/her immediate supervisor and/or Superintendent regarding unsatisfactory actions or lack of action.
- 12.2.4 Prior to the Superintendent recommending disciplinary action against a unit member the unit member may request a conference with the Superintendent to discuss the validity of the charges.

12.3 Letter of Reprimand

A reprimand or warning notice relating to action or lack of action may be placed in a unit member's personnel file. The unit member shall be provided a copy and a notice of opportunity to reply. The unit member must be given at least ten (10) workdays to reply before the document is placed in his/her personnel file. The unit member's written comments/response, if any, must be attached to the reprimand or warning notice.

12.4 Types of Disciplinary Action

- 12.4.2 *Demotion:* A unit member may be demoted to a lower salary classification for cause and in accordance with this procedure.
- 12.4.3 *Suspension:* A unit member may be suspended for cause and in accordance with this procedure for a period of up to thirty (30) days without pay.
- 12.4.4 *Dismissal:* A unit member may be dismissed for cause and in accordance

with this procedure.

- 12.4.5 *Involuntary Transfer*: Any reassignment without the unit member's voluntary consent. *See Article 7 for Involuntary Transfer details.*

12.5 In Writing

Since disciplinary action is a very serious matter, cause shall be determined to exist if evidence has been submitted in writing to the unit member and the unit member's supervisor. Unsubstantiated hearsay or verbal complaints shall not be considered as evidence of cause.

12.6 Disciplinary Causes

A permanent unit member may have disciplinary action taken for any of the causes as defined in applicable law which include:

1. Unauthorized absence
2. Conviction of a crime
3. Incompetency or inefficiency
4. Insubordination
5. Neglect of duty
6. Intoxication while on duty; drinking or possession of alcoholic beverages on the job
7. Illegal use, possession, sale or otherwise furnishing or being under the influence of any controlled substance as defined by the Health and Safety Code
8. Conviction of a sex offense as defined in the Education Code
9. Conviction of a narcotic offense as defined in the Education and Penal Code
10. Disorderly or immoral conduct while on duty
11. Willful violation of District policy and regulations or of an order made by the unit member's immediate supervisor or by a District Administrator
12. Willful violation of the State law(s) while on duty
13. Negligent or willful damage to District property or waste of public supplies or equipment
14. Willful falsification of application
15. Dishonesty while on duty or in employment related matters
16. Repeated unexcused tardiness or absences
17. Inability to work harmoniously with other unit members of the District
18. Discourteous treatment of the public, fellow unit members or students
19. Evident unfitness for service
20. Failure to maintain licenses or certificates required for the position
21. Misappropriation of District funds or property

12.7 Recommendation of Disciplinary Action:

12.7.2 Notice.

Prior to recommending disciplinary action to the Board of Trustees the Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which shall include a clear statement of the charges and materials upon which the recommendation is based and identify an impartial district official ("Skelly Officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline.

12.7.1.1 Skelly Hearing

Consistent with Education Code 45113, after meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline. The Skelly hearing shall be held within a reasonable period of time, but not less than five (5) work days after providing the employee with notice of the proposed recommended disciplinary action. If the employee fails to attend the Skelly Hearing, the employee is deemed to have waived the right to the Skelly Hearing.

12.7.3 Recommendation

The Superintendent or designee shall file any final recommendation for disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the unit member, either by personal service or by certified mail at the employee's last known address. Consistent with District Policy 4218 and Education Code 45113, 45116, the notice shall include a statement of the specific charges against the unit member, and the following:

- a. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based.
- b. A statement of the cause for the recommended disciplinary action. If applicable, the district rule or regulation it is claimed that the unit member has violated.
- c. A statement of the disciplinary action that is being recommended.
- d. A statement of the unit member's right to a hearing on the charges, the time within which the hearing may be requested, which shall be not less than five (5) days after service of the notice to the employee.
- e. The unit member's right to be represented at such hearing by a representative of his/her choice and the right to have such hearing conducted in open or closed session.

- f. The notice shall be accompanied by a form which, when returned by the unit member, shall constitute a demand for a hearing and a denial of all charges. Failure to request a hearing in writing within the specified time shall be deemed to be a waiver of the right to hearing.

12.8 Access to Material

The unit member or his/her authorized representative may, upon request, have copies of the material upon which the charges are based.

12.9 Hearing & Decisions

The hearing, hearing results, final decisions, and any applicable mandatory leave of absences, shall be conducted in accordance with district policy (4218) and law (Education Code 45113, 45312).

Article 13 | GRIEVANCE PROCEDURE

13.1 Definitions

- 13.1.1 For the purposes of this Agreement, "grievance" means a claim by the Association or a unit member that there has been a misinterpretation, misapplication, claim of breach, or violation of this Agreement.
- 13.1.2 A "day" is any day in which the central administrative office of the District is open for business.
- 13.1.3 The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant.
- 13.1.4 A "grievant" is a member of the bargaining unit or the California School Employees Association and its Bennett Valley Chapter #156.

13.2 Step 1

- 13.2.1 Within fifteen (15) days from the time the unit member believes there is cause for a grievance, the immediate supervisor shall be contacted, with or through his grievance representative, in an attempt to resolve the matter. If, after the discussion with the immediate supervisor, the unit member and/or the grievance representative do not believe the grievance has been properly adjusted, the grievance may be reduced to writing and served on the immediate supervisor within ten (10) days of the discussion meeting. The grievance statement should include the following:
 - a. A statement of the grievance indicating the question raised by the grievance.
 - b. The section(s) of the contract that has/have been misinterpreted, misapplied, breached, or violated.
 - c. The remedy or correction sought from the District.
 - d. The date and time of presentation shall be affixed thereto and signed as received by the immediate supervisor.
- 13.2.2 The immediate supervisor shall give a written response to the grievant within ten (10) days from the time the written grievance is received. The supervisor's answer shall include a complete statement of his/her position, the facts upon which it is based, and the remedy offered.

13.3 Step 2

- 13.3.1 In the event the grievant is not satisfied with the decision at Step 1, he/she may appeal the decision to the Superintendent within ten (10) days after receiving the Step 1 decision. The written appeal shall contain a copy of the original grievance, the decision rendered at Step 1, and a concise statement

of the reason for the appeal.

- 13.3.2 The Superintendent shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.

13.4 Step 3

- 13.4.1 In the event the grievant is not satisfied with the decision at Step 2, the grievant may, within ten (10) days, request mediation (Step 3) by serving notice to the District. This step will provide mediation to assist in resolving the grievance. A state mediator or other representative from the State Mediation and Conciliation Service shall be used at no cost to either party.
- 13.4.2 Mediation will be scheduled as soon as possible. The mediator shall have the authority to meet separately with either party but shall not have the authority to compel the resolution of the grievance.

13.5 Step 4

- 13.5.1 In the event the grievant is not satisfied with the resolution of the grievance at Step 3, he/she may appeal the decision by submitting a statement on the appropriate form to the Board of Trustees within ten (10) days after the mediation session. This statement shall include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reason for the appeal.
- 13.5.2 The Board shall notify the grievant that he/she may appear before the Board in closed session no later than the Board's next regular meeting after the appeal has been filed as long as there are at least seven (7) workdays between the appeal and the Board meeting.
- 13.5.3 The Board's decision shall be rendered within ten (10) days after the hearing of the appeal. The Board's decision shall be rendered in writing and shall be final and binding on all parties to the grievance.

13.6 Representation

- 13.6.1 A unit member may request the Association to represent him/her at all stages of the grievance procedure; however, no unit member shall be required to be represented by the Association in processing the grievance.
- 13.6.2 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any unit member for exercising rights under this Article.
- 13.6.3 If a unit member pursues a grievance without the intervention of the Association beyond Step 1, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed resolution and has been given an opportunity to file a written response.

- 13.6.4 The CSEA President and CSEA representatives shall have the authority to settle grievances on behalf of the aggrieved party(s).
- 13.6.5 The grievant shall be entitled to reasonable release time to prepare and process a grievance during normal working hours.
- 13.6.6 CSEA shall not be liable for any costs incurred by any unit member who elects to represent himself/herself in the grievance procedure. Any unit member electing to represent himself/herself in this grievance procedure shall be liable for any and all costs incurred.

13.7 Time Limits

- 13.7.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have the right to re-file on the same set of facts.
- 13.7.2 Failure by the District to meet a deadline set in this policy shall allow the grievant the right to proceed to the next level of the grievance procedure.
- 13.7.3 Time limits in this Article may be extended by mutual agreement of the parties.

Article 14 | **HOLIDAYS**

14.1 Unit members shall be entitled to the following paid holidays provided they are in a paid status for any portion of the workday immediately preceding or succeeding the holiday:

- New Years Day
- Martin Luther King Jr. Day
- Lincoln Day
- Washington Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- The Day Following Thanksgiving
- Day Christmas Day

14.2 Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1st shall be paid for those holidays provided that they are in a paid status for any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

14.3 Every day appointed or proclaimed by the President of the United States or the Governor of this State as a day of public fast, thanksgiving or holiday shall be a holiday for classified unit members.

14.4 When a holiday falls on a Sunday, the following day not a paid holiday shall be deemed the paid holiday. When a holiday falls on a Saturday the preceding workday not a paid holiday shall be deemed the paid holiday.

Article 15 | **VACATION**

- 15.1 Twelve (12) month unit members shall receive ten (10) days of paid vacation for their first four (4) years of employment. Commencing with their fifth year of service unit members shall receive fifteen (15) days of paid vacation; commencing with their tenth year of service, unit members shall receive sixteen (16) days of paid vacation; commencing with their eleventh year of service unit members shall receive seventeen (17) days of paid vacation; commencing with their sixteenth year of service, unit members shall receive eighteen (18) days of paid service; commencing with their nineteenth year of service, unit members shall receive nineteen (19) days of paid vacation; and commencing with their twentieth year of service, unit members shall receive twenty (20) days of paid vacation.
- 15.2 All less than twelve (12) month unit members shall receive prorated vacation benefits.
- 15.3 Vacations shall be scheduled at any time during the school year by mutual agreement between the unit member and the administrator. Ten-month unit members may not take vacation during days in which school is in session.
- 15.4 For twelve (12) month unit members, vacation must be taken within two years from the time it is earned. If the unit member is not able to take his/her vacation within two years from the time it is earned, the unit member shall be paid for the vacation in cash.
- 15.5 A unit member may interrupt vacation to go on sick leave or bereavement leave.
- 15.6 Holidays are not counted as vacation days.
- 15.7 Vacation pay shall be the same as that which the unit member would have received had he/she been working.
- 15.8 Earned vacation shall not become a vested right for purposes of scheduling and taking vacation until completion of the initial six (6) months of employment.

Article 16 | **SAFETY CONDITIONS**

- 16.1 The District shall provide a safe working environment for bargaining unit members. Unit members will cooperate in maintaining such an environment.
- 16.2 Unit members shall report unsafe working conditions or practices to their immediate supervisor(s).
- 16.3 The District shall investigate all reports of unsafe working conditions and take all reasonable steps to correct the unsafe condition or practice.

Article 17 | **UNIT MEMBER EXPENSES AND MATERIALS**

17.1 Tools

The District agrees to provide all tools, equipment, and supplies necessary to bargaining unit members for performance of their employment duties.

17.2 Examination for Tuberculosis

A District-paid tuberculosis test shall be provided for all unit members upon initial employment with the District and every four (4) years thereafter.

17.3 Physical Examinations

The District shall provide the full cost of any medical examination required as a condition of employment or continued employment.

17.4 Fingerprinting

The District shall reimburse unit members for the cost of being fingerprinted.

17.5 Hepatitis “B” inoculations

The District shall reimburse unit members for the cost of Hepatitis “B” inoculations if done at the County Public Health Department or equivalent cost if done elsewhere.

17.6 Maintenance & Custodial Footwear

The District agrees to reimburse maintenance and custodial staff up to \$300 a year for necessary footwear.

Article 18 | **NO DISCRIMINATION**

18.1 The District shall not discriminate against any unit member on the basis of race, sex, creed, religion, color, national origin, age, sexual orientation, domicile, marital status, disability, veteran status, or membership in any unit member organization nor for the lawful exercise of his/her constitutional rights.

Article 19 | **CONCERTED ACTIVITIES**

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 19.2 The District shall not lock-out unit members during the term of this Agreement.

Article 20 | **TECHNOLOGY & ARTIFICIAL INTELLIGENCE**

20.1 Purpose & Scope

- 20.1.1 The District may select and use technology—including tools that employ artificial intelligence (AI)—to advance instruction, operations, safety, compliance, and service delivery. Consistent with board policy 0441, the District’s policy for AI is stated as a tool to augment and support, rather than replace, staff in the performance of their duties and responsibilities.
- 20.1.2 The bargaining unit retains the right to bargain material effects to working conditions due to the implementation of new technology.
- 20.1.3 This article aligns with applicable law (including the Educational Employment Relations Act (EERA) and the California Public Records Act) and District policy (e.g., BP 0441 Artificial Intelligence; BP/E 4040 Employee Use of Technology; BP 0450 District Technology; BP 5131.9 Academic Honesty).

20.2 Definitions

- 20.2.1 The term “technology” shall include hardware, software, systems, networks, devices, artificial intelligence, automation, analytics platforms, and augmented/virtual reality
- 20.2.2 The term “Workplace Automation Technology” refers to technologies that generate content, predictions, decisions (e.g., large language models, machine learning, automated equipment) that assist or automate tasks.

20.3 Management Rights / District Decisions

- 20.3.1 The District retains the exclusive right to research, acquire, pilot, deploy, modify, and discontinue use of technology and AI. Nothing in this article requires decision bargaining over whether to adopt a technology. Effects that are reasonably likely to materially impact wages, hours, or working conditions will be bargained per §20.4.
- 20.3.2 The District shall regularly evaluate the use of technology tools, including AI, by all parties, and adapt its policies, procedures, and professional development to align with best practices and evolving technologies.

20.4 Notice & Effects-Bargaining

- 20.4.1 The District will provide as much notice as early as practicable, and in compliance with applicable laws, when a technology decision is reasonably likely to materially affect wages, hours, or working conditions
- 20.4.2 The bargaining unit may request to bargain by identifying the specific negotiable effects it seeks to bargain. The District agrees to respond promptly

and bargain any material impacts/effects in good faith.

20.5 Access, Equipment & Training

When the District requires use of specific technology for job duties, it will provide access to the necessary equipment/software/accounts or reimburse reasonable, pre-approved costs per District policy. Where technology materially changes work processes, the District will provide reasonable job-related training and implementation support.

20.6 Appropriate & Ethical Use

20.6.1 Unit members must comply with District technology policies, data privacy/confidentiality (e.g., FERPA/COPPA/PPRA as applicable), nondiscrimination, copyright/intellectual property, and academic honesty standards. Staff shall not input personally identifiable student/employee information into consumer AI tools absent District approval and a compliant data-sharing agreement.

20.7 Right to Disconnect

Except through mutual agreement, emergency, or urgent operational needs, unit members shall not be expected to monitor or respond to district communications outside their regular work hours.

20.8 Security, & Privacy

20.8.1 Lawful & Legitimate Business Use

Any monitoring or data collection will comply with applicable law (e.g., Penal Code §632), be limited to legitimate District purposes (operations, safety, security, compliance, service delivery), and will use the least intrusive means reasonably available.

20.8.2 Legal Privacy Limitations.

Consistent with applicable law, district policy, and the terms of employee use of technology, unit members shall have no reasonable expectation of privacy when using District systems/devices, and records of District business on personal devices are subject to disclosure under the Public Records Act.

20.9 Use of Data

20.9.1 Data retention and disposal of records will follow law, retention schedules,

and Board policy.

20.9.2 The District will maintain reasonable administrative, technical, and physical safeguards and disclose information only as permitted or required by law.

20.9.3 Technologies and the data collected from them will not be used to replace, supplant, or circumvent the supervisory or managerial responsibilities associated with employee supervision. Decisions, discipline, or evaluations made by AI or algorithms must undergo human review before any action is taken.

20.9.4 Nothing in this Article prohibits reasonable monitoring or data use as required by law, safety standards, insurance, or accreditation.

20.10 Protected Rights Under EERA

The District will not use technology to identify or interfere with employees' exercise of Educational Employment Relations Act (EERA-protected activity) or any other statute addressing public employee rights, including participating in activities of the exclusive representative. This does not preclude lawful investigations or corrective/disciplinary action supported by evidence consistent with due process and this Agreement.

20.11 Nothing in this article shall be construed as a waiver of the Association's rights under law.

Article 21 | **WAGES**

21.1 Salary Parity

When the certificated unit is granted any increase in compensation through salary schedule, off-schedule payment, or health & welfare benefit, this unit shall receive no less than the same, effective the same date(s).

21.2 Stipends

21.2.1 Whenever the Superintendent determines there is a bilingual need at any of the locations in the District and designates such positions as bilingual such unit members who are so designated and assigned shall receive an annual stipend.

21.2.2 Stipend rates are reflected in Appendix B.

21.3 Pay Checks

All regular paychecks of unit members shall be itemized to include all deductions authorized by the unit member. Unit members will be paid once per month payable on or before the last workday of the month. If the normal workday falls on a holiday, the paycheck shall be issued on the preceding workday. Unit members may have their payroll warrants deposited directly to a financial institution of their choice pursuant to Sonoma County Office of Education regulations.

21.4 Payroll Errors

Unit members shall be notified in advance, whenever possible, of any payroll change, additional deduction, or error. Any payroll error resulting in insufficient payment for a unit member shall be corrected and a supplemental check issued within five (5) working days.

21.5 Lost Checks

Any paycheck for a unit member, which is lost or stolen, shall be replaced promptly upon notification to the District Office.

21.6 Promotion

A unit member receiving a promotion shall be placed on the step of the new range which will result in an at least a five (5) percent increase in salary.

21.7 Anniversary Date

unit members who are employed for at least 75% of the assigned days in a year for

their classification shall advance on step and longevity on July 1 of every school year.

21.8 Mileage

The Board of Trustees shall reimburse unit members at the District approved mileage rate for the use of their automobiles when they are on District-approved business.

21.9 Meals

Any unit member who, as a result of a work assignment, has authorization to have meals away from the District shall, at the earliest possible date, be reimbursed at the prevailing District rate for the cost of the meal.

21.10 Lodging

Any unit member who, as a result of a work assignment, had authorization to be lodged away from home overnight shall, at the earliest possible date, be reimbursed by the District for the full cost of such lodging.

21.11 Working Out of Classification

If a unit member works outside of his/her classification and performs the duties of a higher classification for a period of one (1) or more consecutive days, the salary of the unit member shall be adjusted for the period of time in which they perform this work. A unit member performing the duties of a higher classification shall:

- a. Be placed on step one (1) of the higher classification, or
- b. Receive his/her current rate of pay plus five (5) percent, whichever is greater.

21.12 CPR Training

For unit members participating in CPR training compensation will be made based on the hourly rate for hours outside the unit member's regular duty day.

21.13 Initial Salary Placement

The Superintendent has discretion to initially place a new employee at Step 4 of the Classified Salary Schedule based on like experiences.

21.14 Anniversary Bonus

Employees shall receive a one-time \$500 bonus upon the completion of their tenth anniversary in the district, a one-time \$750 bonus upon the completion of their fifteenth anniversary in the district, and a one-time \$1,000 bonus upon the completion of their twentieth anniversary in the District.

Article 22 | **HEALTH AND WELFARE BENEFITS**

- 22.1 For full-time unit members (six (6) hours per day or more) the District shall provide a dollar cap of \$540/month for single, \$640/month for Employee + 1, or \$715/month for family to provide coverage toward the unit member's medical and dental plans. Benefits are prorated for employees who work less than 6 hours per day.
- 21.1.1 For all unit members, whether part-time or full-time, the District will pay fully the cost of employee-only Vision Service Plan C. Such cost shall not be part of the cap referenced above.
- 22.2 Less than full-time (six (6) hours/day) unit members shall receive that proration of the cap as the number of hours they work per day bears to eight (8).
- 22.3 Less than twelve (12) month unit members shall receive the same proration of the cap during the summer as they do during the school year.
- 22.4 Upon retirement (defined as at least fifty years of age and five years of service in the District), unit members shall be entitled to continue enrollment in District health plans at their own expense.
- 22.5 Should a unit member terminate employment for reasons other than retirement, he/she shall be entitled to continue benefit coverage under COBRA provisions for a period not to exceed eighteen (18) months. The unit member shall pay the full premiums for the continued coverage.

Article 23 | **SEVERABILITY**

- 23.1 If any provision(s) of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 23.2 In the event of a suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate, upon request, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 24 | **COMPLETION OF MEET AND NEGOTIATIONS**

24.1 This document constitutes the complete Agreement between the parties and concludes negotiations for the term of this Agreement, except as set forth in the reopeners or as otherwise required by this Agreement.

Article 25 | **DURATION**

25.1 Duration

This contract shall remain in full force and effect from November 1, 2025 through October 31, 2028.

25.2 Reopeners

2026-27: Article 21, 22 and two openers for each party

2027-28: Article 21, 22 and two openers for each party

2028-29: Successor Contract

For the District:


Alexis Cala (Oct 7, 2025 11:19:39 PDT)

Alexis Cala, Superintendent

For CSEA:


Anna Neslon (Oct 7, 2025 11:50:09 PDT)

Anna Nelson, Chapter President



Jeremy Arnold, CSEA LRR

Bennett Valley Union School District

2024/2025 Classified Salary Schedule

2.3% increase from 2023/2024

Additional Step at Year 13

CLASS	YEAR 1 <i>Step 1</i>	YEAR 2 <i>Step 2</i>	YEAR 3 <i>Step 3</i>	YEAR 4 <i>Step 4</i>	YEAR 5 <i>Step 5</i>	YEAR 6 <i>Step 6</i>	YEAR 8 <i>Step 7</i>	YEAR 10 <i>Step 8</i>	YEAR 13 <i>Step 9</i>	YEAR 15 <i>Step 10</i>	YEAR 20 <i>Step 11</i>
A	\$17.60	\$17.72	\$17.91	\$18.21	\$19.13	\$20.08	\$21.10	\$22.15	\$22.71	\$23.26	\$24.43
B	\$17.71	\$18.07	\$18.72	\$19.66	\$20.63	\$21.67	\$22.75	\$23.90	\$24.50	\$25.09	\$26.35
C	\$18.04	\$18.95	\$19.90	\$20.88	\$21.93	\$23.03	\$24.17	\$25.38	\$26.02	\$26.65	\$27.99
D	\$20.29	\$21.31	\$22.38	\$23.49	\$24.66	\$25.90	\$27.21	\$28.55	\$29.27	\$29.99	\$31.49
E	\$21.29	\$22.34	\$23.47	\$24.64	\$25.87	\$27.16	\$28.51	\$29.94	\$30.70	\$31.45	\$33.01
F	\$21.61	\$22.69	\$23.81	\$25.01	\$26.26	\$27.57	\$28.94	\$30.39	\$31.16	\$31.93	\$33.52

CLASS	POSITION	JOB CATEGORY	WORK DAYS	BEFORE STUDENTS	AFTER STUDENTS
A	District Messenger Clerk	OFFICE & CLERICAL STAFF	180		
	Supported Reading Block - (<i>I.P.</i>)	INSTRUCTIONAL PARA - SUPPORT	180	(+2)	(-2)
	Instructional Support Clerk	OFFICE & CLERICAL STAFF	181	(+1)	
	Primary Intervention Program Aide (<i>PIP</i>)	OFFICE & CLERICAL STAFF	180		TBD
B	Clerical Support Clerk	OFFICE & CLERICAL STAFF	183	(+3)	
	Food Service Worker	FOOD SERVICE	180		<i>student days</i>
	Homework Club - (<i>Supervisor</i>)	INSTRUCTIONAL PARA - SUPPORT	180		<i>student days</i>
	Lunch Bunch - (<i>Supervisor</i>)	SUPERVISOR	180		<i>student days</i>
	Study Hall - (<i>Supervisor</i>)	SUPERVISOR	180		<i>student days</i>
	Yard Duty - (<i>Supervisor</i>)	SUPERVISOR	180		<i>student days</i>
C	Copy Clerk	OFFICE & CLERICAL STAFF	180		<i>student days</i>
	District Copy / Order Processing Clerk	OFFICE & CLERICAL STAFF	180		TBD
	Special Health Support Needs - <i>Health Tech</i>	INSTRUCTIONAL PARA - HEALTH TECH	181	(+1)	
D	Lead Food Service Worker	FOOD SERVICE	181	(+1)	
	Transitional Kindergarten - (<i>I.P.</i>)	INSTRUCTIONAL SUPPORT PARA	181	(+1)	
E	Bilingual - (<i>I.P.</i>)	INSTRUCTIONAL PARA - LANGUAGE	181	(+1)	
	English Language Support / Title I- (<i>I.P.</i>)	INSTRUCTIONAL PARA - LANGUAGE	181	(+1)	
	Intervention / iTeam - (<i>I.P.</i>)	INSTRUCTIONAL PARA - INTERVENTION	181	(+1)	
	Library - (<i>I.P.</i>)	INSTRUCTIONAL PARA - LIBRARY	184	(+2)	(+2)
	Physical Education - (<i>I.P.</i>)	INSTRUCTIONAL PARA - PE	181	(+1)	
	Special Education - (<i>I.P.</i>)	INSTRUCTIONAL PARA - SPECIAL ED	181	(+1)	
	Student Support - (<i>I.P.</i>)	INSTRUCTIONAL PARA - SPECIAL ED	181	(+1)	
F	Assistant Groundskeeper / Custodian	CUSTODIAL & GROUNDS MAINTENANCE	235		
	Computer Lab - (<i>I.P.</i>)	INSTRUCTIONAL PARA - TECHNOLOGY	183	(+3)	
	Custodian	CUSTODIAL & GROUNDS MAINTENANCE	235		<i>year-round</i>
	Groundskeeper	CUSTODIAL & GROUNDS MAINTENANCE	235		<i>year-round</i>
	IT Support - (<i>I.P.</i>)	INSTRUCTIONAL PARA - TECHNOLOGY	183	(+3)	
	Office Manager	OFFICE & CLERICAL STAFF	200	(+15)	(+5)
	Office Relief Manager	OFFICE & CLERICAL STAFF	180		<i>student days</i>
	Student Services Technician	OFFICE & CLERICAL STAFF	186	(+4)	(+2)

* Hours may vary per funding, school site, and operational need

Bennett Valley Union School District

Classified Salary Schedule

2025/26

[This page is intentionally left blank until an agreement is reached for 2025/26]

Bennett Valley Union School District

Classified Salary Schedule

2026/27

[This page is intentionally left blank until an agreement is reached for 2026/27]

Bennett Valley Union School District

STIPEND SCHEDULE

STIPENDS:

Bilingual, Diabetic Support, Summer School, After School Program, Website Coordinator, Supplemental Office Work

Classification	Stipend
Bilingual**	\$633 per year
Homework Club Supervisor	\$15.25 per hour – 1 hour per day as scheduled
Summer School Office Manager	Classification F – appropriate step <u>Days and hours as needed</u>
Summer School Special Education Aide	Classification E – appropriate step <u>Days and hours as needed</u>
Summer School Yard Duty/Office Assistant	Classification B – appropriate step <u>Days and hours as needed</u>
Summer School Custodian	Classification F – appropriate step <u>Days and hours as needed</u>
Supplemental office work – special projects, Kindergarten Screening	Classification A – appropriate step
Diabetic Student Support	\$300 per year for assigned support person \$150 per year for assigned back up support person
Rapid Registration	<u>\$18 per hour</u>
Website Coordinator	<u>\$15 per hour</u>

** Bilingual stipends compensate designated employees for the following tasks:

- Written: Translate notes, letters, report card comments, newsletter articles, etc.
- Oral: Telephone contact with Spanish speaking families; translation at conferences, IEP meetings, Study Team meetings, 504 meetings, etc.

Revised: 2/18/20

Classified Evaluation Timeline: Frequency**Probationary Unit Members**

Probationary unit members shall be evaluated at least twice during the probationary period of 12 months—no later than 80 and 160 workdays.

Permanent Unit Members

Permanent Unit Members shall be evaluated annually*

***Permanent Unit Members with Three Consecutive Satisfactory Evaluations** (unless the immediate supervisors or the unit member opts for an annual evaluation).

Every other year (by June 1)

Classified Evaluation Timeline: Calendar

	Probationary**	Permanent	Permanent in need of remediation**	Permanent with 3 or more consecutive satisfactory evaluations*
First Evaluation for all Probationary and for Probationary and Permanent Employees in need of Remediation				
November 1 (or after 60 days of work)	Evaluation form sent to employee		Evaluation form sent to employee	
November 15 (or 2 weeks following receipt of evaluation form)	Employee completes self-evaluation and submits it to evaluator		Employee completes self-evaluation and submits it to evaluator	
By December 24 (or the 80 th day of work, whichever is first)	Evaluator completes the first evaluation and conferences with the employee		Evaluator completes the first evaluation and conferences with the employee	
Second Evaluation for Probationary; annual evaluation for permanent employees				
May 1	Evaluation form sent to employee	Evaluation form sent to employee	Evaluation form sent to employee	Evaluation form sent to employee
May 15	Employee completes self-evaluation and submits it to evaluator	Employee completes self-evaluation and submits it to evaluator	Employee completes self-evaluation and submits it to evaluator	Employee completes self-evaluation and submits it to evaluator
By June 1 (or the 160 th day of work, whichever is first)	Evaluator completes the second evaluation and conferences with the employee	Evaluator completes the annual evaluation and conferences with the employee	Evaluator completes the second evaluation and conferences with the employee	Evaluator completes the annual or biannual evaluation and conferences with the employee*

**Whenever a Performance Remediation Plan is initiated, a follow-up evaluation must be completed within 60 school days.

APPENDIX C-1 | *Classified Personnel Evaluation / Self-Evaluation*

School Year:

Name:	Purpose ☐ Self-Evaluation ☐ Administrator's Evaluation ☐ *Teacher's Input
	* If teacher input:
Position:	
	Teacher's Name:
Site:	Teacher's Signature:
	Status and Type of Evaluation:
Evaluator:	☐ Probationary (New Employee) ☐ 80 day ☐ 160 Day ☐ Annual: Permanent ☐ Annual: Probationary in New Classification ☐ Reevaluation: Following Remediation Plan ☐ Biennial: Permanent with 3 consecutive effective evaluations
Date:	

Rating Scale: 1= In Need of Remediation 2= Effective 3= Highly Effective

Performance Factors	Rating	Supporting Observations & Evidence
<u>Knowledge of Work</u> Knows and understands job requirements and procedures; applies job knowledge; learns new tasks.		
<u>Quality of Work</u> Neat, accurate, thorough; follows District policies; observes safety rules.		
<u>Productivity</u> Output meets expectations; uses time and resources effectively.		
<u>Cooperation</u> Works effectively with others; assists others as needed; uses proper channels of communication.		
<u>Dependability and Attendance</u> Consistently arrives to work on time; conforms to assigned work and break times; demonstrates consistent and regular attendance; follows through on assignments.		
<u>Attitude/Professionalism</u> Displays interest in work; accepts responsibility; uses respectful demeanor with staff and students.		
<u>Initiative</u> Demonstrates the ability to think and act independently; when appropriate, suggests new ideas or procedures to improve the job or complete assigned tasks.		

A performance rating of 1 (In Need of Remediation) in any area requires supporting comments and specific recommendations for improvement. The evaluator will complete the Performance Remediation Plan with the employee to provide this.

Overall Performance Rating:

☐

In Need of Remediation

☐

Effective

☐

Highly Effective

Signature of Evaluator

Additional evaluator comments on back page

Date

Signature of Employee

Additional employee comments on back

Date

By signing this document, the employee acknowledges having seen and discussed this report with the evaluator. The employee has the right to attach a statement to this report within 10 days of receiving this document.

Classified Personnel Evaluation/Self-Evaluation

Additional evaluator comments:

Additional employee comments:

Evaluator's Initials

Date

Employee's Initials

Date

**Bennett Valley Union School District
Performance Remediation Plan**

Employee's Name	Position
Site	Date of Evaluation
Evaluator	Position

This document shall be completed by the evaluator as a result of the employee having received an overall performance rating indicating there is a need for remediation in one or more areas of the evaluation. A follow-up evaluation must be completed within 60 school days of the date of the evaluation with a rating of "1" on any area.

1. Description of the improvement required:

2. Action Steps:

- a. Actions to be taken by employer to help employee achieve improvement:

- b. Actions to be taken by employee to achieve improvement:

3. Timetable for achieving improvement:

4. How improvement will be measured:

5. The consequences of not improving:

6. Date of follow up conference with the employee:

Signature of Evaluator

Date

Signature of Employee

Date

Performance Remediation Plan

Additional evaluator comments:

Additional employee comments:

Evaluator's Initials

Date

Employee's Initials

Date

Date: _____

(Donor)_____ has requested that (# of days)_____ day(s) of sick leave be transferred from his/her sick leave account to (Recipient)_____.

This transfer took place on (Date)_____. Donor now has (# of days)_____ days of sick leave remaining.

(This copy to Donor)

Date: _____

TO RECIPIENT:

(# of days)_____ day(s) of sick leave has been donated. As of (Date)_____, you now have (# of days)_____ total days as of the above date in your sick leave account.

(This copy to Recipient)

APPENDIX E | *Leave Table*

PAID/UNPAID	LEAVE	MAXIMUM AMOUNT WHICH CAN BE USED PER YEAR	DESCRIPTION
Paid	SICK LEAVE (one day earned per each month worked)	All Available	Injury or Illness
Paid with sick leave and differential	Pregnancy Disability Leave	Up to 4 months. Dependent upon physician's determination	Disabilities caused/contributed to by pregnancy, miscarriage, childbirth or recovery there from.
Paid with sick leave and differential	Parental Leave	2 days for employees with less than 12 months of district employment Up to 12 workweeks for employees with 12 month of district employment or more.	Paternity leave
Paid	Personal Necessity Days (called Emergency Leave in Board of Trustees policies) Taken from sick leave	7 days	Additional bereavement, accident to person or property, court appearances, funeral of friend, emergency illness in household.
Paid	Personal convenience	One per year with ability to carryover	Personal Business
Unpaid	Child-Rearing Leave	2 years	After birth or adoption of child, or when other circumstances warrant such leave.
Military pay	Military Leave	as needed	
Paid	Bereavement Leave	5 days (see provisions for more leave)	Death in immediate family
Paid	Jury Leave	n/a	Summoned for jury duty
Paid	Catastrophic Leave	30 days with eligibility	Donated leave to assist ill members
Paid	Association Leave	5 days	Association Reps
Paid	Industrial Accident/Illness Leave	60 days/fiscal year	For some industrial illnesses or injuries
Unpaid	Short Term Leave	up to 30 days	Granted by Superintendent
Unpaid	Extended Leave	Beyond 30 days up to 1 year	Granted by Board
Unpaid	Family Leave Act (Federal Leave Act)	12 weeks in any 12 month period	Birth- adoption -placement in foster care of child; serious illness of employee or child, spouse, or parent of employee.

Bennett Valley Grievance Form
CSEA Chapter #156

Bargaining unit employees are requested to complete this form concerning their question, problem or grievance. PLEASE BE SPECIFIC and indicate what solution you desire. Upon completion, return this form to the CSEA representative who provided it or to:

at

Your Name

Date

Home Address

Work Location

Work hours | From to No. of hours worked per day

Lunch time Break time

Classification (job title)

Immediate Supervisor

Home Phone () Work Phone ()

Best time to contact

1. What is your question, problem or grievance? (Attached additional sheet(s) if needed.)

2. Date(s) the above took place

3. Whom have you contacted concerning the above?

4. What is the solution you desire?

Provided that the above request involves an employment relations matter between me and the employer, I request and authorize CSEA to represent me and authorize CSEA access to any records or personnel files dealing with my employment.

Signature	Date
Received by (for CSEA)	Date
Copy sent to unit member by	Date

(To be completed by CSEA representative)

Action taken:

1. Replied to problem -Date		See attached	
2. Initial Interview - Date		See attached	
3. Opened file -Date		File No.	
4. Referred to:		Date	
5. Other			