



MERCED COMMUNITY COLLEGE DISTRICT  
and  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 274

**AGREEMENT**  
July 1, 2021– June 30, 2024

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## **ARTICLE 1**

### Term of Agreement

Three-year contract from July 1, 2021 – June 30, 2024

The term of this agreement shall be until June 30, 2024. Any negotiable item that needs to be addressed outside of formal negotiations because it is not clarified by this contract may be brought forth for consideration by mutual consent of District and CSEA. The matter will not be considered if either party does not wish to bring the issue forward.

## **ARTICLE 2**

### Successor Agreement

CSEA shall submit its contract proposal to the District not later than the regular Board meeting in March and the Board shall hold the public meeting on the proposal at the next regular Board meetings.

The terms and conditions of this agreement will remain in full force and effect until a successor agreement is in effect, with the exception of salary and fringe benefits.

## **ARTICLE 3**

### Recognition

The District recognizes CSEA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by Educational Employment Relations Board (currently Public Employment Relations Board) as per Exhibit A. All newly-created positions, except those that are lawfully Certificated, Management, Supervisors or Confidential shall be assigned to the bargaining unit. (Government Code 3543-3545)

## **ARTICLE 4**

### Severability

**Savings Clause:** If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE 5**

### Support of Agreement

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which CSEA is the exclusive officially designated representative and which is within its scope of representation. CSEA agrees to negotiate only with the representatives officially designated by the District to act on its behalf, and the District agrees to negotiate only with the representatives officially

designated by CSEA to act on its behalf. CSEA agrees that neither CSEA, its officers, agents or individual members will attempt to negotiate privately or individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative. Correspondence from the District to the Chapter President or Chief Negotiator or Field Representative of Chapter 274 of CSEA will constitute official communication to the bargaining unit.

## **ARTICLE 6**

### Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

Nothing contained in this Agreement shall be interpreted to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

## **ARTICLE 7**

### Waiver Clause

This Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of both parties.

All federal and state laws or rules mandatorily affecting classified employees and not included in this contract, will have the same force and effect as those spelled out in full.

Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.

## **ARTICLE 8**

### Working Conditions

There are no verbal or written understandings or agreements, or past practices, which are binding on either the Merced Community College District or Chapter No. 274, CSEA, Merced College, other than the written agreements enumerated or referred to in this agreement. No further agreement shall be binding on either the Merced Community College District or Chapter No. 274, CSEA, Merced College, until it has been put in writing and signed by both the Merced Community College District and Chapter No. 274, CSEA, Merced College, and incorporated into this agreement.

**Student Utilization:** It is understood that the agreement reached between the District and CSEA on July 18, 1984 regarding the utilization of students is still in full force and effect and if violations are found in the hiring and utilization of students, CSEA reserves the right to proceed with appropriate action to resolve the violations, if any.

## **ARTICLE 9**

### Safety

**District Compliance:** The District shall conform to and comply with all health, safety and sanitation requirements imposed by State or Federal Law or regulations adopted under State or Federal Law.

**No Discrimination**: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of the above paragraph.

**Personal Safety Devices and Safeguards**: Any articles of personal protection as required shall be provided by the District at no cost to the employee.

**CSEA Responsibilities**: CSEA recognizes the obligations of members of the bargaining unit to use the equipment and supplies provided and to follow the instructions issued for their use.

## ARTICLE 10

### Distribution of Contract

District agrees to provide an electronic version of this agreement on the College's public website.

If a member would like a printed copy of the contract, they should contact a CSEA E-Board member who may print a copy of the contract on District equipment.

## ARTICLE 11

### District/CSEA Relations - CSEA Rights

California School Employees Association Chapter 274 shall have the following rights:

1. CSEA shall have the right of access to bargaining unit members outside of their assigned duties, i.e. before and after work hours, at meal and break periods, and at other times with the approval of the immediate supervisor.

CSEA officials or staff shall, with the permission of the Associate Vice President of HR or designee, have access to bargaining unit members at reasonable times by checking in with the Associate Vice President of HR or designee and informing them of the place and type of activity to be conducted.

The Associate Vice President of HR or designee can verify that such requested activities will not interfere with District programs and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with a CSEA representative.

The CSEA president or their designee shall have release time to attend District board meetings as needed.

2. CSEA may use bulletin boards designated for its use in appropriate places located on campus and at off-campus facilities.
3. CSEA shall be provided, without charge, a mailbox and shall be permitted reasonable use of the District mail system.
4. CSEA shall pay for its own supplies whenever the use of District equipment is approved for producing CSEA materials. CSEA shall pay a reasonable fee for such use. The fee shall be established by the College administration and shall be the same fee charged for all non-District materials. District requirements shall at all times have priority over those of CSEA.
5. Upon request through regular channels, CSEA will be granted use of facilities for meeting purposes without charge, depending upon availability of space.
6. Paid release time shall be granted for not more than two (2) employees who are CSEA chapter officials to attend necessary state CSEA committee meetings. Such release time will be limited to

- one (1) meeting per semester per representative. Travel and per diem are not the responsibility of the District.
7. Paid release time shall be granted for three (3) CSEA chapter delegates to attend the CSEA Annual Conference. Travel and per diem are not the responsibility of the District.
  8. Members shall not be given time off work for meetings of CSEA unless approved by the superintendent-president.
  9. CSEA shall furnish annually to the District, and update as required, a list of all officials and representatives authorized to act on CSEA's behalf. The list shall show name, title, campus location, and campus phone contact.
  10. **Personnel Records:**
    - A. Each unit member shall have a right, upon written request, to review the contents of their own personnel file maintained in the District Office of Human Resources, as provided by state law.
      - (1) A representative of the employee's choosing may accompany the employee in this review or may review the files without the presence of the unit member as long as the representative has written authorization from the employee to review the file.
      - (2) This review shall be made in the presence of HR staff responsible for the safekeeping of this file.
      - (3) All ratings, reports or records which were obtained prior to the employment of the person involved, or were prepared by identifiable interview committee members before or after employment, shall not be included in the personnel file.
      - (4) Arrangements for such examination should be made in advance.
    - B. Information of a derogatory nature shall not be entered or filed until a unit employee is given notice, furnished a copy of the material, and given a period of ten (10) working days to review, initial, and/or respond in writing. All such information shall include the name of the originator and the date entered.
      - (1) The unit member's review of such materials may take place during the normal business hours of the District.
      - (2) The unit member shall have the right to answer in writing any complaints or other derogatory material filed and such answers shall be attached to the file copy of the document.
    - C. The unit member shall have the right to place material in his or her file which relates to evaluation. The material shall be submitted to the Associate Vice President of Human Resources or designee, who shall place the material in the employee's file.
    - D. Each unit member will inform the Office of Human Resources of any change in name, residence address or telephone number. A post office box number will not be substituted where there is an existing street address. Each employee shall have on record in the Office of Human Resources a telephone number where the person can be reached in an emergency. This number will be confidential unless otherwise directed.
  11. **District Notice to CSEA of New Hires:**
    - A. The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.
    - B. Employee Information
      - (1) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, eligible bargaining unit members hired by the District, and who is still employed as of the date of the new employee orientation. It also

includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.

- (2) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure upload, within 30 days of hire or by the first pay period of the month following hire. This contact information shall include the following items on file with the District, “except for employees who have submitted written requests pursuant to Government code section 6254.3 (c)” with each field in its own column:
- a. First Name;
  - b. Middle initial;
  - c. Last name;
  - d. Suffix (e.g. Jr., III);
  - e. Job Title;
  - f. Department;
  - g. Primary worksite name;
  - h. Work telephone number, if applicable;
  - i. Work Extension, if applicable;
  - j. District email address;
  - k. Home Street address (incl. apartment #);
  - l. City;
  - m. State;
  - n. ZIP Code (5 or 9 digits);
  - o. Home telephone number (10 digits), when available;
  - p. Personal cellular telephone number (10 digits), when available;
  - q. Employee ID;
  - r. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
  - s. Hire date.
- (3) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information upon request. The information will be provided to CSEA electronically via a mutually agreeable secure upload. This contact information shall also include the following information, with each field listed in its own column:
- a. First Name;
  - b. Middle initial;
  - c. Last name;
  - d. Suffix (e.g. Jr., III);
  - e. Job Title;
  - f. Department;
  - g. Primary worksite name;
  - h. Work telephone number, if applicable;
  - i. Work Extension, if applicable;
  - j. District email address;
  - k. Home Street address (incl. apartment #);
  - l. City;
  - m. State;
  - n. ZIP Code (5 or 9 digits);
  - o. Home telephone number (10 digits), when available;
  - p. Personal cellular telephone number (10 digits), when available;
  - q. Employee ID;

- r. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
- s. Hire date.

12. **New Employee Orientation:**

1. New classified professional employees shall be invited to attend a CSEA orientation within the first month of hire date. The CSEA orientation may be included in the District's new employee orientation program, upon request by CSEA.
2. CSEA shall provide new employees with access to the CSEA membership applications and member benefit information.
3. The orientation session shall be held during the workday of the employee(s), who shall be on paid time for no longer than 30 minutes. Sessions may be in person on District property, online, or through other means or mediums.
4. CSEA shall have 30 minutes of paid release time for two (2) CSEA representatives of their choice to participate in the presentation.

**ARTICLE 12**

**Timely Response**

To ensure a regular flow of work and to minimize negative effects that may be caused by staff vacancies or outdated job descriptions, CSEA and the District agree to engage in regular communication. Regular communication between CSEA and District shall occur no less than once a month during the term of the contract. The meeting shall include the CSEA president, chief union steward, field representative, and chief negotiator or their designees and the Chief Human Resources Officer of the college or their designees.

The District will work with managers to update job descriptions prior to a vacancy occurring. When a vacancy or other change occurs requiring a job description to be adjusted or a new classification to be created, both parties will confer and determine whether the proposed changes are likely to have a generalized effect on the bargaining unit.

**ARTICLE 13**

**Union Stewards**

**Purpose:** The District recognizes the need and affirms the right of CSEA to designate union stewards from amongst employees in the unit. It is agreed that CSEA in appointing such stewards does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

**Selection of Union Stewards:** CSEA reserves the right to designate union stewards. This number shall not exceed twelve (12). The District shall be notified of the union stewards, and what group each represents.

**Release Time:** The District agrees to grant release time to the CSEA president or their designated steward to perform services directly involved in the processing of grievances. The word "processing" is interpreted to mean investigation, preparation, presentation, and the presence of the designated official with the aggrieved employee during verbal discussion with management at any and all steps of the grievance procedure. The designated official shall not leave their work location for grievance processing purposes without prior approval of their supervisor.

**Authority:** Union stewards, with the approval of the CSEA executive board, have the authority to take action on behalf of the bargaining unit. Union stewards are entitled to seek and obtain assistance from CSEA field staff.

## **ARTICLE 14**

### Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the Board of Trustees in any way in the exercise of the rights, powers and authority which the Board of Trustees had prior to the effective date of this contract, unless, and only, to the extent that provision of this Agreement specifically limit or curtail such rights, powers and authorities.

CSEA recognizes and agrees that the Board of Trustees' rights, powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including but not limited to hiring, promotion, demotion, transfer, suspension, lay-off or discharge; to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees and to evaluate their effectiveness; the right to make plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, additions thereto, removal of equipment, outside purchase of products or services, the scheduling of operations, the means and processes of operations, the materials to be used, and the right to introduce new, or improved, methods and facilities, and to change or alter any existing methods and facilities, to regulate equality of services and to otherwise take any actions to run the entire operation efficiently.

CSEA therefore agrees that it and the employees it represents will wholeheartedly cooperate with the Board of Trustees to assure that each employee performs in accordance with all the terms, conditions and provisions herein.

It is mutually understood and agreed that the Board of Trustees may contract out work covered under this agreement provided that such contracting out of work will not cause a lay-off of employees covered under this agreement.

## **ARTICLE 15**

### Dues Deduction

15.1. The District will deduct from the pay of CSEA members and pay to CSEA the normal and regular monthly CSEA membership dues as authorized in writing by the CSEA member on the appropriate form subject to the following conditions:

15.1.1. Such deduction shall be made only upon receipt of the appropriate notification to the designated representative of the District duly completed and executed by the CSEA member and CSEA.

15.1.2. The District shall not be obligated to put into effect any new or changed deduction unless the notification of the change from CSEA is received in the District payroll office prior to the tenth (10<sup>th</sup>) of the month. Changes received after the tenth (10<sup>th</sup>) of the month will be processed the following month.

CSEA agrees to indemnify, defend and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its collection and deduction of CSEA dues.

## ARTICLE 16

### Pay and Allowances

**Regular Rate of Pay:** Pay and Allowances: Effective July 1, 2021, there will be an across the board salary schedule adjustment of 4%.

**Education Incentive:** The parties intend to encourage degree attainment; therefore, employees shall receive annual education incentives for completion of degrees as follows:

- Bachelor's degree = \$300
- Master's degree = \$1,000
- Ph.D. = \$5,133

Education incentives are not provided for positions that require the degree. Incentives shall be prorated into a monthly payment added to the employee's regular payroll. Education incentive is effective January 1, 2019.

Employees are responsible for providing Human Resources with an official transcript upon completion of degree. Payment shall be effective the month following receipt of the official transcript.

**Annual Stipend:** For the purposes of this agreement, 30 hour and 40 hour employees who were hired prior to July 1, 1995, and who participate in the health insurance program will receive an annual stipend of \$176.04. Modifying the health plan, which generated a reduction in premium, generated this stipend.

**Longevity:** A step increase will be given at the beginning of each fiscal year except for those who have not rendered more than four (4) months of satisfactory service. After an employee reaches the maximum established for their classification and has five years of service, they shall be paid a one percent (1%) increment after each additional year of service, until officially retired.

**Anniversary Increment:** The one percent anniversary increments provided to classified employees will be applied to the previous year's salary with prior year increments already included.

The District will implement one-time longevity bonuses for employees as follows:  
11<sup>th</sup> year (\$150), 16<sup>th</sup> year (\$300), 21<sup>st</sup> year (\$500), 26<sup>th</sup> year and every five years thereafter (\$700).

**Paychecks, Frequency, Special Payments, Lost Checks:** The District shall follow the procedures contained in the Education Code for preparing paychecks, determining frequency of payment, handling payroll adjustments, or lost checks.

**Work-From-Home Stipend:** Effective July 1, 2021, employees who are assigned to work primarily from home will receive a one-time stipend of \$500.00 to establish a professional and safe home office. Employees will not be expected to purchase a computer or other standard district technology.

## ARTICLE 17

### Hours and Overtime

**Work Year:** The normal work year shall begin on July 1 and end twelve (12) months later on June 30. Certain positions have been designated as having a work year of nine, ten or eleven months.

**Work Week:** The classified employee's normal work week shall consist of five (5) consecutive days, not to exceed eight (8) hours per day in accordance with the Education Code, Section 88026.

1. This article shall not restrict the extension of a regular work day or work week on an overtime basis.

2. The District has the right to change to a ten (10)-hour work day, forty (40)-hour work week in four (4) consecutive days with the majority vote of the Bargaining Unit employees as per Education Code 88031. Adjustments to the contract will be negotiated in the event both parties agree to a year-round four (4)-day work week.

**Work Day:** The length of any bargaining unit employee work day shall be established by the District in compliance with the law for each employee relative to the needs of the District.

Where the District has determined a need for permanent change in the employees' work hours, the change may be implemented by mutual agreement.

The change will be effective upon approval by the Director of Human Resources or designee. Documentation shall be filled out and kept on file.

If the District and employee do not reach a mutual agreement on work hour changes, the following steps shall be taken:

- A. District will provide a 60-day notice.
- B. District will notify CSEA President or in their absence the Chief Negotiator or in their absence the CSEA Field Representative when the change in hours are made. The District will consult with CSEA President if so requested.
- C. The District will make no further change in the work hours for a period of 12 months from date of initial change.

### **Summer Hours**

All classified employees shall work a ten (10) hour workday, forty (40) hours a week. College services will maintain open hours for the public of 8:00 a.m. to 5:00 p.m. Monday through Thursday.

Managers may propose, to the appropriate vice president, operating hours based on the needs of the department as long as the services are at least available to students and public during the designated hours above. Determination of hours must be made by the first Monday of April of each year.

Individual employees can request to use vacation in any combination to create a 4/8 or 4/9 week.

In recognition of the extended workday, an additional 20-minute break will be added to the 10-hour workday. This break will adhere to the parameters defined in Article 17:

Hours and Overtime: Lunch Period, Rest Periods. Break periods are defined as follows:

- An employee who works 10-hour days is entitled to two 15-minute breaks plus one additional 20-minute break.
- An employee who works 9 hour days is entitled to two 15-minute breaks plus one additional 10-minute break.
- An employee who works 8 hour days is entitled to two 15-minute breaks and no additional break.

The intent of the additional break is to provide ways to break up the long day with exercise or similar activity. The manager of the specific work area has discretion in terms of how best the break can be used for the employees under their supervision. Work patterns can be quite different from area to area, therefore management may determine when and how each employee takes their additional break time, as long as it is not in the first or last hour of the workday ("Lunch Period, Rest Periods").

The 4<sup>th</sup> of July holiday will be designated as a regular 10-hour day and will be compensated accordingly. If it falls on a non-work day, the District will designate an in-lieu-of day for observance. Friday and Saturday will be observed on Thursday. Sunday will be observed on Monday. For employees who are working a 5/8 or 4/9 week during summer, they will observe the holiday according to Article 19 (Holiday Schedule).

### **Variable Hour Work Schedule**

Variable Hour work can include 4/10s, evenings, split shifts, weekends, and variable start and stop times.

The following positions fall under the Variable Hour Schedule (Article 17: Hours and Overtime – alternative work schedules) rather than the standard work day/work week.

- A. Art Gallery Coordinator
- B. Stage Technician I
- C. Theater Production Assistant
- D. Theater Production Lead
- E. Box Office Clerk
- F. Athletic Trainer
- G. Assistant Athletic Trainer
- H. Instructional Farm Lab Coordinator
- I. Security Guards or Officers

The following positions may fall under the Variable Hour schedule (Article 17: Hours and Over Time – alternative work schedules) rather than the standard work day/work week. These positions may be scheduled according to the needs of the academic calendar, class schedules, or student schedules pertinent to the roles.

- A. Interpreters
- B. Other Disabled Student Services (DSS)
- C. Instructional Support Technicians
- D. Library Media Technicians

The lists above are not exhaustive. If questions arise, CSEA and management will discuss. Positions may be reviewed in May to ensure they still meet the criteria for Variable Hour Schedules. New Positions will be discussed as needed.

**Adjustment of Assigned Time:** Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of their regular assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, not to exceed eight (8) hours, effective with the next pay period.

**Temporary Alternative Work Schedules:** Pursuant to Education Code 88040, the District and CSEA agree that alternative work schedules may be implemented under the following conditions:

1. The director of the department will request the alternative work schedule in writing through their Vice President. Directors may make such request to convert to alternate work schedules, add individuals/positions from the alternate work schedule or delete individuals/positions from the alternate work schedule once each academic year.
2. The request shall name all positions and individuals affected. The request shall specify the hours for each position.
3. The Vice President or Human Resources Director shall meet with CSEA to discuss the request. CSEA will respond within fifteen (15) working days or the proposal will be considered approved.
4. Both parties, should they agree to the request, understand that the overtime rate for these positions shall be paid for all hours worked in excess of the required work day or a work week of forty (40) hours.
5. By entering into agreement the parties acknowledge that this agreement effectively amends the work day, work week and overtime provisions of Article 17 of the collective bargaining agreement for the designated positions.
6. After six months from the beginning date, either party may, with 90 days' notice, elect to void the agreement.

7. Alternate work schedules will be implemented in such a manner that service to students and/or public will not be reduced.
8. By mutual agreement between MCCD and CSEA, in the event unforeseen conditions develop, the alternate work schedule may be adjusted.

**Lunch Period, Rest Periods:** The District shall establish an unpaid uninterrupted lunch period of not less than one-half (½) hour for each bargaining unit employee working five (5) or more consecutive hours per day. The District shall provide one paid 15-minute rest period for each bargaining unit employee for each four (4)-hour consecutive period worked at a time approved by the immediate supervisor but not during the first or last hour of the work day. Dinner periods and rest periods for evening and early morning shift employees shall be established whenever possible within the regulations for day shift employees.

**Rest Facilities:** The District shall make available lunchroom and restroom facilities for employee use.

**Voting Time Off:** In cases of emergency as described by a bargaining unit employee to their immediate supervisor, the supervisor may grant an employee time off with pay for the purpose of voting in municipal, state or federal elections.

**Overtime:** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, except as provided in this article.

All hours worked beyond the work week of five (5) consecutive days or forty (40) hours shall be compensated at the overtime rate or compensatory time off shall be given at the same rate. Up to 24 hours of compensatory time off (16 hours of overtime work) may be accumulated upon approval of the immediate supervisor. Accumulated compensatory time in excess of 24 hours must be approved by the superintendent-president. The District has the option of converting unused compensatory time to cash or vacation time within the twelve (12)-month period following the month in which the overtime was worked.

All hours worked on a paid holiday designated by this agreement shall be compensated at one and one-half (1½) times the regular rate of pay or compensatory time off at the same rate.

**Shift Differential Compensation/Split Shift:** Any employee in the bargaining unit whose regular assignment includes 75% or more of their assigned work shift between 3:00 p.m. and 12:00 midnight shall be paid a shift differential of 4% above the regular rate of pay for all hours worked.

Any employee in the bargaining unit whose regular assignment includes 75% or more of their assigned work shift between 11:00 p.m. and 8:00 a.m. shall be paid a shift differential of 6% above the regular rate of pay for all hours worked.

An employee who receives a shift differential premium on the basis of their shift shall suffer no reduction in pay, including differentials, when temporarily assigned to a day shift. Temporary will be any period of twenty (20) or fewer days.

This provision does not apply to variable work hour employees.

**Overtime - Equal Distribution:** Overtime shall be distributed and rotated as equally as is practical among qualified employees in the bargaining unit within each department.

**Standby Time, Minimum Call-in Time and Call-back Time:** The District will not require bargaining unit employees to be available on a standby basis.

However, in case of a campus emergency, an employee may be called back in connection with the activities of his or her regular work assignment.

Any bargaining unit employee called back to work, either before or after normal working hours or on a day not worked, shall receive not less than two hours of work at the overtime pay rate, irrespective of the actual time less than that required to be worked.

**Creditable Service Hours Worked:** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

**Work Hour Reductions:** The Merced Community College District and Chapter 274 of CSEA agree to the following stipulations concerning the reduction of assigned working hours for members of the Association:

1. Whenever a member of the unit and the District agree to a reduction of work hours, the Association will be notified. If the reduction of hours is not initiated by the employee, the proper notices and procedures for layoff required by law will be followed for reductions.
2. An hours reduction may be of two types:
  - 1) temporary
  - 2) permanent
3. A permanent reduction of hours for that employee's position will not be reversed without the mutual consent of CSEA and the District. A temporary reduction of hours will be treated as a leave of absence for that portion of time assigned to the employee. Employee is encouraged to check with HR about potential impact on retirement credit and other benefits.
4. Any notice or approval of assigned time reductions or increases must be in writing and signed by the employee and authorized District representative.
5. Reductions in work hours include any reduction in assigned time including hours per day, days per week, or days per year.

## **ARTICLE 18**

### **Health and Welfare**

**Health Benefits:** The District agrees to pay the full cost for all bargaining unit classified employees (who meet eligibility requirements as listed below) and their dependents who choose to participate in Blue Cross Prudent Buyer Classic, Option II (\$100/300 deductible and \$3/15/35/3 prescription co-payment) health insurance or a comparable plan. Reimbursement by the District for deductible amounts of covered costs shall be one hundred percent (100%).

Healthcare: District will pay all increased costs for the July 1, 2013 – June 30, 2016 contract period. CSEA agrees to participate in a joint study group to include management, MCFA, MCCDPOA and the District. The purpose of the study group is to re-examine all areas of health, benefits with the aim of addressing benefits cost savings. This study group will be required to meet on a mutually agreeable date following ratification. It will disband after the health benefits have been re-examined. Recommendations from the study group will be forwarded to the negotiating teams for consideration. Should the health benefits study group recommend changes to the current plan options, both parties agree to re-open this article and bargain any changes. For the year July 1, 2015 – June 30, 2016 the District will continue to pay any increased costs for the health benefit plan unless the health benefits committee recommends a change and both the District and CSEA negotiate the terms of that change,

The District agrees to pay the full cost for all bargaining unit classified employees (who meet eligibility requirements as listed below) and their dependents who choose to participate in Blue Cross Prudent Buyer Classic, Option II (\$100/300 deductible and \$3/15/35/3 prescription co-payment) health insurance

or a comparable plan. Reimbursement by the District for deductible amounts of covered costs shall be one hundred percent (100%). Effective July 1, 2006, reimbursement of the deductible will be eliminated.

Beginning with the 1995-96 academic year, the psychological portion of the health plan will be carved out of the Blue Cross Prudent Buyer Classic, Option II and will be provided as add on coverage through Behavioral Health Associates (BHA) through SISC. Participants are required to contribute \$120 per year in order to be eligible to participate in this program. The District agrees to provide bargaining unit members and their dependents with a fully paid dental plan comparable to the current plan underwritten by Delta Dental Premier Unlimited Plan effective July 1, 2008 and a vision care plan comparable to the \$5.00 deductible Plan C of the California Vision Service. The District will provide Orthodontic coverage for members and their families with a maximum of \$1,500 coverage per individual with a 50/50 CO-PAY (i.e. if orthodontics for a family member is \$4,000, the insurance pays a maximum of \$1,500 and the employee pays the balance).

**Employee Assistance Program Confidentiality:**

1. In order to promote utilization of the EAP program, it is agreed that voluntary participation and refusal to participate will be held in confidence. All communications with EAP providers are privileged communications subject to confidentiality under California law. Management referrals will be held at the same level of confidentiality as are disciplinary matters.
2. Participation in the program is voluntary. No information will be sought by the District as to whether an employee has sought assistance following management referral or as to any assistance provided.
3. An employee may waive the confidentiality of information protected by the California Confidentiality of Medical Information Act in accordance with the procedures prescribed by that Act and may waive other confidential rights by written consent stating (a) the name of the person or organization to whom disclosure is to be made; (b) the specific type of information to be disclosed; and (c) the purpose or need for such disclosure. Nothing in this section would preclude management referral from being part of employee discipline documentation.
4. In the event confidential information is disclosed to unauthorized persons or organizations, such information shall not be used to impair job security or promotional opportunities or as the basis for any adverse evaluation or action, and shall be expunged from all District records. Nothing in this section is meant to impair the obligations imposed by the California Education Code.

**Retiree Coverage:** Bargaining unit employees, who qualify, and who retire from the District shall be entitled to health and prescription insurance, dental insurance and vision insurance for themselves and their dependents. Retiring from the District means retiring into the STRS or PERS system upon severance from the District. Eligible (qualifying) employees shall have reached their fifty-fifth birthday and shall have served a minimum of ten (10) consecutive years in the District prior to retirement. The retired employee shall be required to contribute ten percent (10%) of the total cost, not to exceed \$150 per year. Employees hired prior to April 1, 1985 must have served a minimum of five (5) consecutive years in the District and reached the age of fifty-five (55) in order to receive benefits under this Article. Eligible employees hired after February 1, 1989 will receive retiree health coverage to age 65. Regular, part-time employees in an employment status as of January 31, 1989 who later gain eligibility for health and welfare benefits will not be limited to retiree health coverage to age 65. Employees hired after July 1, 2005, must have served a minimum of fifteen (15) consecutive years in the District and reached the age of fifty-eight (58) to receive retiree health coverage to age 65.

Effective July 1, 2008, retiree benefits are granted only to retirees and their spouse (at the time of retirement) including their dependents.

**SISC Prudent Buyer Option 1-B Plan Graduated Deductibles Reimbursement:** CSEA and the District agree to combine the annual District contribution (\$18,600) with a contribution of \$14.00 per full-time employee per month which accrues from the savings generated by modifying the total benefits package.

These proceeds will be placed into a fund annually to provide 100% deductible reimbursement to members.

**Welfare Benefits:** The District shall provide all bargaining unit members, who qualify, with a fully paid term life insurance policy which shall provide a minimum \$50,000 coverage comparable to the current plan underwritten by Transamerica Occidental Life Assurance Company. Such policy shall also provide for accidental death and dismemberment coverage. The District agrees to provide bargaining unit members with an income protection plan comparable to the plan now in effect in the District based upon salaries derived from schedules in effect during the life of this Agreement. Members of the bargaining unit may participate in the tax sheltered annuity of their choice and the District will provide payroll deduction service for this purpose.

**Tenure of Benefits:** The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement. The District will contribute the full premium, less \$120, toward the payment of the health, dental and vision plans as currently provided for in the agreement and any increases in the plans for 2004-2005, 2005-2006 and 2006-2007 academic years will be the responsibility of the District.

**Eligibility:** Regular (not substitute or short-term) employees who are employed to work twenty (20) hours or more per week shall be considered as eligible to receive the full District health and welfare fringe benefit program. Continued eligibility is dependent upon employment at twenty (20) hours per week. Fringe benefit coverage shall terminate on the last day of the month following the termination date of an employee or the reduction in hours below the twenty (20)-hour level of the incumbent employee. Those regular employees who are employed to work nineteen (19) hours per week or less may elect to enroll in the health, dental and/or vision plans but at no cost to the District. Arrangements of payment for coverage of such employees is subject to the approval of the District.

**Proration of Cost:** For regular (not hourly or short-term) employees hired on or after March 15, 1988, the District will pay the cost of medical, dental and vision insurance at the following percentages if they elect to have such coverage.

* Employees contracted to work twenty (20) hours per week	50%
* Employees contracted to work twenty-one (21) to thirty (30) hours per week	75%
* Employees contracted to work thirty-one (31) to forty (40) hours per week	100%

Employees who are obligated to reimburse the District for either or all of the three types (medical, dental or vision) of insurance they elect to have must make payment in a manner prescribed by the District. Failure to make payment by the employee will result in a loss of coverage of said insurance.

**Surviving Spouse:** The surviving spouse of a unit member, or of a retired unit member under provisions in this Article, may opt for continuance of the fringe benefit health package at no cost to the District. The District shall provide and pay for coverage to the surviving spouse and surviving dependents through the last day of the month following the month in which the employee dies. Election to continue health benefits for the surviving spouse must be made in writing to the District by the last day of the month following the month in which the death occurs. Payment for the remainder of the year (through September 30) shall be submitted at that time.

Each year, prior to the fifth day of September, the annual renewal premium must be submitted to the District Business Office with statement of intent to continue coverage. This agreement is extended only to that person who was the spouse of the employee at the time of the employee's death.

These provisions are subject to the requirements of the insurance carrier.

**Medical Retirement:** After ten (10) years of service, an employee who leaves the District for a medically based reason may purchase health, dental and vision insurance at the retiree rate to age sixty-five (65). The intent of this provision is to enable said employee to opt for such insurance at no cost to the District.

**Coverage While on Leave:** The bargaining unit employees on paid leave are considered to be continuous employees, and no interruption to the fringe benefit program shall be imposed upon employees on paid leave. Bargaining unit employees on unpaid leave extending beyond thirty (30) days shall have their fringe benefit program terminated for the duration of the leave. An employee may continue fringe benefit coverage while on unpaid leave by paying the full premium. Fringe benefits shall not be paid by the District for employees on an unapproved absence.

**Unapproved Absence and Fringe Benefits:** The District will not take action to deduct fringe cost from salary of an employee for fringe benefits due to an unapproved absence until the employee has had an opportunity to grieve the determination of the District, that the absence was not authorized.

**Parking:** The District agrees to continue providing parking for classified employees at no charge.

## ARTICLE 19

### Holiday Schedule

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day	Labor Day
King's Day	Admission Day (Good Friday in lieu of)
Lincoln's Day	Veteran's Day
Washington's Day	Thanksgiving Day and following Friday
Memorial Day	Christmas Day
Independence Day	

Winter break will be from December 25 through January 1. Employees will receive paid holidays for workdays that fall within this period.

Bargaining unit members are entitled to Board-granted days off or those designated by the Governor of California or President of the United States. These days will be with pay, providing the holiday falls during the employee's work year and the employee is on paid status during any portion of the working day immediately before or after the holiday. If a bargaining unit employee is required by their supervisor to work on a holiday or Board-granted day off, they will receive time and a half, in addition to his regular pay.

An employee who is paid overtime for working on a holiday or Board-granted day off will not receive an additional day off.

Whenever Friday or Monday is observed by the District as a holiday because the actual holiday falls on Saturday or Sunday, an employee whose normal work week includes working on Saturday or Sunday may elect to receive either the holiday or the in-lieu-of day as his observance day. When an employee is requested to work both a holiday and an in-lieu-of day, he will be paid the overtime rate for only one day.

Should a holiday or Board-granted day off occur while an employee is absent from work because of sick leave, vacation or other paid leave of absence, the holiday shall not be deducted from his other paid leaves of absence.

## ARTICLE 20

### Vacation Plan

**Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this article. Paid vacation time is accrued monthly. Vacation benefits are based on a fiscal year - July 1 through June 30.

A probationary employee new to the District shall accumulate vacation at the specified rate but shall not be eligible to take vacation until becoming a permanent employee.

**Accumulation:** The table below provides the annual vacation accrual rates:

YEARS OF SERVICE	DAYS PER YEAR	HOURS PER MONTHS WORKED	HOURS PER YEAR	MAXIMUM CAP in HOURS
0-5	12	8	96	192
6-10	15	10	120	240
11-15	18	12	144	288
16-20	22.5	15	180	360

Employee accruals for years of service are based on the employee's anniversary date.

The District shall prorate accruals for employees who work less than full time (40 hours per week) or less than a full year (12 months).

**Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had they been on a working status.

**Vacation Pay Upon Termination:** On termination from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment on regular or restricted status shall not be entitled to such compensation.

**Vacation Postponement:** If a bargaining unit employee's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their vacation date be changed, and the District shall grant such request in accordance with the vacation schedule available at that time, or may request that their vacation carry over to the following year.

If the District does not, in writing, permit a bargaining unit employee to take all or any part of their annual vacation, the amount not taken that exceeds the maximum allowed in vacation carryover shall be paid out.

**Vacation Carry-Over and Cap:** Employee's unused vacation will be carried over month to month. When accrued vacation reaches the employee's maximum cap, vacation will stop accruing until the vacation balance is reduced to below the cap. Once the vacation balance is reduced below cap, the vacation accruals will begin in the next monthly accrual cycle. The District shall prorate the vacation cap for employees who work less than full time (40 hours per week) or less than a full year (12 months). The cap is the number of days accumulated in a two-year period of time based on the employee's years of service (see table above).

**Holidays:** When a holiday, as defined in this agreement, occurs during the scheduled vacation of a bargaining unit employee, the employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.

**Vacation Scheduling:** Vacations shall be scheduled at times requested by bargaining unit employees insofar as possible within the District's work requirements. All vacation periods will be subject to the approval of the employee's immediate supervisor.

If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest hire date seniority shall be given their preference.

Upon receipt of a written vacation request, the employee's supervisor will make a reasonable effort to notify the employee within a maximum of a ten (10)-day work period with regard to the approval or disapproval of the request. Should a supervisor responsible for approving vacation be absent, the next level supervisor or their designee shall approve or disapprove the request. The employees' supervisor has the discretion to approve vacation upon short notice.

If denied, the employee is entitled to a written explanation. Denial of a vacation request is grievable under Article 38, Grievance Procedure.

**Interruption of Vacation:** The District may allow permanent classified members of the bargaining unit to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

## ARTICLE 21

### District Provision of Employee Uniforms and Tools

**Uniforms:** The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District. The number and kind of uniforms shall be itemized in Board Policy 4660.

**Tools:** The District agrees to provide all tools, equipment and supplies required by the District and the Industrial Safety Regulations for the performance of employment duties.

**Non-Owned Automobile Insurance:** The District will not require members of the bargaining unit to use their personal vehicles on District business.

**Hold Harmless Clause:** The District shall insure against the personal liability of employees of the District for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the employee when acting within the scope of their employment.

## ARTICLE 22

### Sick Leave

#### **Definitions**

- A. "Family member" means any of the following:
- (1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status
  - (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child
  - (3) A spouse
  - (4) A registered domestic partner
  - (5) A grandparent
  - (6) A grandchild
  - (7) A sibling

### Pregnancy Disability Leave (PDL)

A pregnancy disability is a physical or mental condition related to pregnancy or childbirth that prevents the employee from performing essential duties of their job, or if the job would cause undue risk to the employee or the employee's pregnancy's successful completion.

### California Family Rights Act (CFRA)

An eligible employee may take up to 12 weeks of unpaid, job-protected leave to bond with a newborn or a child placed with the employee for adoption or foster care.

### **Sick Leave Allocation**

A regular employee employed five (5) days per week shall be granted one (1) day per month leave of absence for illness or injury for each month of service. An employee employed less than five (5) days per week shall be granted that proportion of one (1) day per month as the number of days per week he/she is employed bears to five (5).

A regular classified employee, employed five (5) days per week, who is employed for less than a full fiscal year, is entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

A classified employee employed less than five (5) days per week but twenty (20) hours or more per week, shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).

When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

Pay for any day of such absence shall be the same as the pay which would have been received had the employee served the day of illness.

At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of active service with the District.

If a classified employee does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

### **Use of Sick Leave**

Upon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
2. For an employee who is a victim of domestic violence, sexual assault, or stalking.

### **Sick Leave Procedure**

In order for employees to receive sick leave compensation, the procedures below will be followed:

The employee must notify the immediate supervisor or designee at the work location of his/her absence within the first hour of work of the first day of absence unless conditions make notification impossible.

The employee who has been absent five days or more and who has been notified that a substitute has been hired shall, at least one day prior to his/her expected return to work, notify his/her supervisor so that the employment of any substitute employee may be terminated.

An employee absent for five working days or more may be required to present a physician's statement stating the nature of the illness or injury and the date the employee is able to return to work. The District will require verification of all absences if there is reason to know or suspect abuse of the personal illness and injury leave by an employee. Any such request for verification shall be preceded by a written explanation and warning from the District that the employee will be required to provide such certificate prior to any further sick leave usage. Any such written warning shall remain in effect for twelve (12) months.

Employees who take time off during the work day for medical or dental appointments shall either utilize sick leave, or other leave with their supervisor's approval, for this purpose, or, with the agreement of the supervisor, be allowed the alternative of making up the time in advance, on the same day, or subsequent to the absence.

An employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint alleging a violation of this article, cooperating in an investigation or prosecution of an alleged violation of this article, or opposing any policy or practice or act that is prohibited by this article.

#### **Pregnancy Disability Leave (PDL)/ Baby Bonding Leave (CFRA)**

Accrued sick leave and extended sick leave (as defined below) may be used to keep the employee in paid status during FMLA/PDL and CFRA.

An employee may take up to four (4) months of protected PDL. PDL may be taken intermittently. The necessity for PDL must be certified by a physician. PDL runs concurrent with FMLA protected leave.

Under CFRA, employees are entitled to 12 additional weeks within 12 months of birth, adoption, or beginning of foster care, to bond with a new child. Both parents of the child are entitled to bonding leave. CFRA may be taken intermittently but in no less than 2 week blocks. CFRA leave runs subsequent to PDL and FMLA. Leave must be taken within one year of the child's birth, adoption or foster-care placement.

#### **Integration of Extended Sick Leave and Disability Insurance**

As authorized by Education Code section 88196, the District has adopted and maintains a rule which provides that each regular classified employee shall be credited once a year with a total of 100 working days of paid sick leave, including the days to which he or she is entitled under Article 22 of this Agreement. Once the days of the fully paid sick leave are exhausted, the balance of the 100 working days shall be compensated at 50% of the employee's regular salary and shall be referred to herein as "extended sick leave."

In accordance with Education Code section 88196.5, if an employee is absent from work on account of illness or accident, and receives disability benefits under a District provided insurance policy in an amount of equal to at least 50% of their regular salary, then each day for which such disability benefits are paid shall be deducted from the employee's bank of extended sick leave days until such leave entitlement is exhausted.

This provision is not intended to justify or authorize a unilateral reduction in district paid insurance benefits should such benefits be in excess of 50% pay.

## ARTICLE 23

### Catastrophic Leave

#### **AGREEMENT:**

Pursuant to Ed Code 87045, the parties agree to allow eligible employees the opportunity to donate earned sick leave to the benefit of a classified District employee suffering from a catastrophic illness or non-work-related injury as allowed by California Statute.

#### **DEFINITIONS:**

"Catastrophic leave is defined as a serious debilitating illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all eligible leave." Chronic conditions and short term conditions such as colds, flu, measles and/or common illnesses or injuries, are not deemed catastrophic.

- **Donation** is the voluntary irrevocable transfer of an authorized amount of sick leave from a donor(s) to the pool. Once donated hours are processed and transferred, donations are irrevocable. Donations are not tax deductible for donating employee. Donated leave time is subject to the recipient's normal payroll deductions and are subject to all taxes as required by law.
- **Donor** is a CSEA employee who earns sick leave and is a permanent employee.
- **Recipient** is the requesting employee who is on a formal sick leave status/provides physician documentation that meets the requirements for catastrophic leave. An employee who is receiving catastrophic sick leave donated by other employee(s) shall be allowed to earn vacation and sick leave while in that status. All earned leave shall first be used prior to the use of the donated leave time.
- **Family**, for purposes of this article, is defined under California Labor Code section 233 as a person for whom the employee is legally responsible under the "kin care leave" provisions, e.g., child, parent, spouse, or registered domestic partner.
- **Pool** consists of donated hours of sick leave.

#### **CATASTROPHIC LEAVE POOL:**

- When a need for donation arises, the Chief Human Resources Officer or designee will initiate a call for donations.
- Pool donations will go directly into the general pool to be distributed.
- In the event of termination of the catastrophic leave pool, all remaining donated hours will be dealt with per negotiated settlement in accordance with any applicable law.
- The pool shall be capped at 5,000 hours. The cap can be raised if deemed necessary by mutual agreement between CSEA and the District.
- Leave donations must be in eight (8) hour increments, and donors must maintain a balance of no less than 200 earned hours of sick leave at the time of contribution.

#### **PROCESS:**

- Recipients must make their request for catastrophic leave in writing to the Chief Human Resources Officer or designee. Requests may also be made by the bargaining unit on behalf of the employee in need if the employee grants permission to the bargaining unit to make the request.
- Decisions to grant catastrophic leave are made by the Chief Human Resources Officer or designee. Any employee who meets the definitions and requirements of this article will be granted catastrophic leave.
- The decisions to grant or deny catastrophic leave are not subject to any grievance, administrative

review or arbitration procedure as applicable to either donor or recipient employee.

- Catastrophic leave will not be granted beyond one rolling calendar year from the start of the most recently approved catastrophic leave unless an extension is negotiated by the parties.
- Catastrophic leave donations cannot be used retroactively for a previous unpaid absence. In order to ensure proper administrative application of the catastrophic leave program, Payroll may, in some instances, need to complete the actual transfer retroactively.

#### **RELATIONSHIP OF CATASTROPHIC LEAVE TO OTHER LEAVES OF ABSENCE**

- **Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA):** Any and all leave received by an employee under this article are considered as FMLA and/or CFRA and count toward the employee's FMLA and/or CFRA entitlement.
- **Worker's Compensation Benefits:** The Catastrophic Leave Donation Program does not cover time off due to a job-related injury covered by workers' compensation benefits.
- **Long-Term Disability:** The Catastrophic Leave Donation Program does not cover time off due to a recognized disability being covered by disability leave.
- **Extended Sick Leave:** The use of Extended Sick Leave is intended for the employee's own illness or non-work related injury. In the event of a personal catastrophic illness, an employee has two options:
  - 1) Exhaust all extended sick leave (100 working days at 50% pay) prior to accessing the catastrophic leave pool
  - 2) Run Extended Sick Leave and Catastrophic Leave concurrently to remain in 100% paid status

The inability to exhaust Extended Sick Leave will not exclude an employee from catastrophic leave for care of a family member who is experiencing a catastrophic event.

- **Service Credits:** The recipient employee earns service credit toward retirement and longevity while on catastrophic leave in the same manner as paid sick time.
- **Retirement Contributions:** Donated leave is treated in the same manner as any paid status in that the District contributes for both employees. Catastrophic leave time may not be used to extend a date of retirement.

### **ARTICLE 24**

#### Industrial Accident and Illness Leave

Under the Workers' Compensation Laws of this state, employees shall be entitled to the following benefits:

1. An employee suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
2. Payment of wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this state, exceed the normal wage for the day. Industrial accident leave will commence on the first day of absence. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave may then be used. If, however, an employee is receiving payments under Workers' Compensation Laws at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their available sick leave and vacation leave which,

when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

4. When an employee on industrial accident or illness leave is able to return to work, provided the employee still meets the requirements of the position, they shall be reinstated in that position without loss of pay or unused benefits.

No absence under any paid leave provision of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence excluding paragraph 4 above, and during probationary periods.

## **ARTICLE 25**

### Personal Necessity Leave

A maximum of seven (7) days of absence for illness or injury leave earned pursuant to the Sick Leave provisions of this agreement may be used by the employee at their election, in cases of personal necessity, including any of the following: (\*pursuant to Labor Code 233 and Ed Code 88207)

- a. **Death of a member of the employee's immediate family** when additional leave is required beyond that provided in the bereavement leave provisions of this agreement.
- b. **Accident involving the employee's person or property**, or the person or property of a member of the immediate family.
- c. **Appearance in court** when an employee is required to appear as a litigant party or witness under subpoena or any order made with jurisdiction except when appearing as a paid expert witness.
- d. **\*Attend to an illness** of a child, parent, spouse or domestic partner of the employee.
- e. **Personal emergencies other than mentioned above**. When the employee's need for absence is based upon immediate and/or unavoidable personal circumstances, use of personal necessity absence shall be permissible, subject to approval of the immediate supervisor/manager or administrator.

Upon return from a personal necessity leave, bargaining unit members shall be required to complete absence verification forms provided by the District and to submit such verification as may be required.

## **ARTICLE 26**

### Bereavement Leave

The District agrees to grant necessary leave of absence with pay at the employee's regular rate for a period not to exceed three (3) days, or five (5) days if out of state or 200 or more miles of travel (one way) are required, at the time of the death of any unit member's immediate family or the immediate family of their spouse or legal domestic partner. Members of the immediate family shall mean the mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister; or any relative of either spouse living in the immediate household of the employee. In the event of the death of any relative not designated as immediate family, members of the bargaining unit may request permission of their immediate supervisor for the time off if the member has appropriate leave available or is willing to take unpaid leave. Human Resources can confirm what leave options are available to the member.

Members of the bargaining unit shall be required to contact their immediate supervisor prior to the start of their regular work shift to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.

Upon return from bereavement leave, members of the bargaining unit shall be required to include this leave on their attendance form. The District may require proof of eligibility for bereavement leave benefits.

## **ARTICLE 27**

### Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. This requires the employee to sign over jury duty payments to the District. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after and who actually serves on a jury shall be relieved from work with pay.

## **ARTICLE 28**

### Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

## **ARTICLE 29**

### General Leave

A permanent employee who has used all vacation time to which they are entitled, and who requests to be absent from work because of personal reasons, may be granted a personal leave if approved by his supervisor, without pay, for a period of time not to exceed one week. A personal leave of more than one week may be extended upon approval of the Board up to one full year of total leave time.

The employee must submit the appropriate form to their supervisor which states specific reasons for the personal leave.

## **ARTICLE 30**

### Child-Rearing Leave

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing their child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the District four (4) weeks' notice prior to the anticipated date on which the leave is to commence.

## **ARTICLE 31**

### Retraining and Study Leave

The District may grant a leave of absence to a member of the bargaining unit for study or retraining.

- a. A study or retraining leave may be granted for a period not to exceed one (1) year. Study or retraining leave of absence may also be taken in separate six (6)-month periods or in any other appropriate periods rather than a continuous one (1)-year period, provided the separate periods

of leave of absence shall be commenced and completed within a three (3) -year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

- b. To be eligible for a study leave, the employee must have seven (7) consecutive years of full-time paid service in the District. To be eligible for a retraining leave, the employee must have three (3) consecutive years of full-time service in the District. To be eligible for a study or retraining leave, the employee must agree to render at least two (2) years additional service in the employ of the District.
- c. To apply for a study or retraining leave, the employee must submit a total study or retraining plan, including name of educational or training institutions, proof of acceptance into the program, detailed description of the program, detailed description of the skills, knowledge and abilities the employee will gain during the leave, a statement of the direct use of the skills, knowledge and abilities in future service to the District, a suggested leave time-line, the number of hours of required attendance in the program. The application must be submitted to the president/superintendent not later than three (3) months prior to the proposed beginning date of the leave.
- d. No more than three (3) of the regularly employed full-time classified employees may be on retraining or study leave at any one time. No more than one study leave of absence shall be granted in each seven (7)-year period. No more than one retraining leave of absence shall be granted in each three (3)-year period.
- e. An employee on a District-approved study or retraining leave shall receive the difference between the salary of the employee on leave and the salary of a substitute employee in the position previously held by the employee on leave. If a substitute is not utilized, the employee on leave shall receive one-half of the employee's regular rate of pay. The compensation approved by the District will be paid to the employee on leave in the same manner as if the employee were in working status.
- f. Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this agreement.
- g. Employees granted a study or retraining leave shall be required to perform such services during the leave as the District and the employee agree to in writing.
- h. The Board may terminate a study or retraining leave employee and recover any or all compensation granted to the leave employee if the employee fails to comply with the provisions of this agreement related to such leaves or any reasonable requests made by the District.

## **ARTICLE 32**

### Professional Development

Employees are strongly encouraged to take at least one professional development day per year.

Professional Development days are to provide permanent classified employees with the opportunity to participate in professional development/Development seminars, workshops, meetings, and related activities to enhance their skill, proficiency, and expertise in their current professional endeavor. This opportunity can be fulfilled by attending a District-provided staff development day or by attending training required for ongoing certification. It will be the responsibility of the employee to pay any and all fees and expenses associated with the activity in the event that Merced College does not provide the desired

training. The employee will, however, be encouraged to apply for any available Classified Staff Development funds or other appropriate funding sources to pay for the activity.

Request for use of these days shall be submitted on a **Professional Development Application**, available in the Office of Human Resources, at least 30 days prior to the proposed activity. Included on the application will be a description of the proposed activity, date of activity, relationship of activity to the employee's current job position, and signature of the employee.

Use of the Professional Development days shall be scheduled at times requested by the bargaining unit employee insofar as possible within the District's work requirements. All Professional Development day(s) will be by mutual agreement with the employee's immediate supervisor. The request will be reviewed by the employee's immediate supervisor. Any denial shall be made within five (5) working days of submission of the request form. The employee may request a written explanation for the denial of use of Professional Development days. Denial of a request is grievable under Article 38, Grievance Procedures.

### **ARTICLE 33**

#### Enrollment in College Courses

An employee may request permission to take a college course during their regularly scheduled workday by utilizing one of the following options:

- Work hour reduction (refer to Article 17: Hours and Overtime, Work Hour Reductions)
- Alternative work Schedule (refer to Article 17: Hours and Overtime, Alternative Work Schedules)
- Use of vacation (refer to Article 20: Vacation Plan, Vacation Scheduling)

Approval of such a request will be contingent upon the following conditions:

- The course will improve the employee's service to the District.
- The work load in a particular area will not be adversely affected.
- Approval of the request must be received from the immediate supervisor and the next level responsible administrator (e.g., Dean, VP). If approval is denied, the request may be appealed to the next level responsible administrator (e.g., Dean, VP, Superintendent/President). Denial of the appeal is final.
- Limited to one course per term
- Requests must be submitted at least thirty (30) days prior to start of course.

Courses requested to meet minimum job qualifications for the employee's current job description will not be approved.

District will reimburse tuition for an established Merced College course or a course from another accredited institution up to a maximum of \$500.00 under the following conditions:

- Course is an established credit or non-credit course.
- Course is specifically related to employee's job duties.
- Supervisor and next level responsible administrator (e.g., Dean, VP) certify that the course meets a need as documented in Program Review or strategic plan.
- Evidence of successful completion is submitted to Human Resources.

Enrollment in courses may qualify you for the classified employee program as defined in Board Policy 7231. See Human Resources for more information.

## ARTICLE 34

### Maintain Required Certifications

The District will provide training and/or pay fees associated with certification and licensure under any of the following conditions:

- Certification is a job requirement pursuant to job description
- Certification is legally required
- Certification is required in order to meet new mandates since date of hire

The District will not pay fees associated with certification and licensure under any of the following conditions:

- In a situation in which the need for certification or renewal is due to employee negligence
- Standard renewal of reinstatement of California driver's license

The employee has the obligation to keep track of required dates of licensure and certification and to make timely application so as not to incur additional cost and/or penalties. Proof of certification shall be provided by the employee to the employer.

## ARTICLE 35

### Assignments and Transfers

**Definitions:** Transfers are defined in the following manner:

1. A lateral transfer: a movement from one department to another in the same classification, with the same hours, days and months.
2. A voluntary transfer: a movement from one classification to another classification that is vacant and initiated by the bargaining unit member.
3. An involuntary/administrative transfer: a unit member may be transferred on a temporary or permanent basis at any time. Such transfers shall be necessary to meet the needs of the District. The affected unit member and CSEA shall be given notice five (5) work days prior to the final decision in order to schedule a meeting to discuss the transfer.
4. A promotion: a movement to a classification with either a greater range or more hours, days or months.

The above categories are not mutually exclusive and "classification" as used in this Article, is defined as it is in Education Code section 88001(a), that is a distinct position with a title, number of hours per day, days per week and months per year.

**Transfer/Hiring Process:** The intent is to value employee engagement and advancement opportunities while ensuring a clear, competitive, equitable and fair hiring process. Internal and external candidates will be considered and the most qualified candidate(s) will move forward.

Five (5) days prior to open recruitment for vacancies, the District shall email a notice to CSEA unit members. The notice shall include the job description requirements and anticipated closing date of the recruitment.

Prior to the closing of the recruitment, unit members shall submit, in writing, their interest in applying for the vacancy to Human Resources. Unit members who meet the minimum qualifications and submit the required application materials will be granted a first interview.

Unit members who are in good standing shall be given consideration for the knowledge and experience gained in the course of their employment at Merced College; however, it will be the discretion of the District to hire either an in-house employee or outside applicant.

Probationary employees of the District are not eligible for an automatic interview. However, this shall not prevent a probationary employee from applying for the position.

Transfer date shall be effective pursuant to the date stated in the offer of employment.

**Internal Applicant Time for Application Process:** The intent is to provide employees with the opportunity to attend their scheduled interview and testing appointments but not to allow for personal preparation time.

Option 1: Upon written notification to the immediate supervisor, internal candidates will receive release time to participate in the scheduled interview and testing for one lateral/promotional opportunity per fiscal year.

Option 2: Employees may request a flexible schedule on interview day(s).

Option 3: If a flexible schedule cannot be accommodated, and for all subsequent lateral/promotional opportunities, employees may use other allowable leaves.

**Promotional Probation:** A permanent employee who is granted a transfer that results in a promotion shall be subject to the requirements of Education Code section 88013: "a permanent employee who accepts a promotion and fails to complete the probationary period for that promotional classification, shall be employed in the position from which he or she was promoted."

**Increase in Work Week/Work Year:** Outside candidates will not be sought when it is the intent of the District to increase the hours of a position by extending the hours of an employee who works less than a forty-hour week or a twelve-month year (provided the situation at issue meets the requirements of Title 5, section 53021). Such cases will not be considered vacancies.

**Substitute Employee:** Pursuant to Ed Code section 88003, while the District is engaged in a procedure to hire a permanent employee to fill a vacancy in a classified position, the District may temporarily fill the vacancy through the employment of a substitute or by authorizing a temporary out-of-class assignment. This procedure to fill a vacancy is interpreted to include the process of consultation over changes to the job description if necessary. The process shall take place within 90 days.

**Mileage Compensation During Temporary Assignments:** Any member of the bargaining unit assigned to a new work site on a temporary basis shall be entitled to mileage reimbursement upon submission of proper verification and forms to the immediate supervisor. Any mileage compensation shall be at the reimbursement rate established by the District. Reimbursable mileage shall be limited to any increase in mileage resulting from the difference between the employee's home and regular work site and the employee's home and temporary work site.

**Management Rights:** Determination of transfers is at the sole discretion of the management of the District, as are all applicable procedures. Upon completion of the transfer process, management of the District has the sole discretion to appoint the recommended transfer or to seek outside candidates.

## ARTICLE 36

### Classification, Reclassification, Downward Adjustment and Abolition of Positions

Classification, reclassification, downward adjustment, abolition of positions or class of positions shall be management rights. District will notify CSEA President, or in their absence the Chief Negotiator, or in their absence the Field Representative when changes are recommended by the District. The District will

consult with the CSEA President if so requested. The recommended final action will be communicated through distribution of the appropriate Board meeting agenda. It is understood and agreed by the parties that the District by accepting this language shall be permitted to establish the range and step of the reclassification and new classifications. This applies only until the parties return to negotiate salaries. Nothing shall prevent the District from establishing new or reclassifying current positions at times other than scheduled above, as a result of operational demands.

**Placement in Class:** Every bargaining unit position shall be placed in a class.

**New Positions or Classes of Positions:** All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the class specification requires duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

**Working Out of Classification:** (Reference Ed Code Section 88010) If assigned 100% to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for the higher classification at the step that represents a one-increment increase closest to but not less than five percent or more than 10% from their current position unless the first step of the higher classification is greater.

An employee assigned duties not a part of their classification for a period in excess of five (5) days shall have their salary adjusted upward for the entire period they are required to work out of classification. In some cases, the employee working out of classification is performing duties belonging to an existing classification; in other cases, the employee is performing duties that belong to no existing classifications. For all of these cases the employee shall be compensated no less than 5% and no more than 15% above their current salary as recommended by the supervisor. The assignment and the rationale for the placement must be in writing.

Temporarily working out of class is not intended to be used for additional work hours/workload. In cases that require additional hours beyond an employee's regular work hours, overtime or compensatory time shall be used.

**Salary Placement:** When a position or class of positions is reclassified to a higher classification, the employee will be placed in the appropriate classification for that position, except that in no case shall a person assigned to a new position of a higher classification receive less than 5% increase in salary as a result of receiving a new assignment.

## **RECLASSIFICATION PROCESS**

Employee requests for reclassification shall be considered in accordance with the following procedures.

### **Definition**

1. For purposes of this agreement, "reclassification" shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. Ed. Code§ 88001 (f).

### **Request for Reclassification**

1. Requests to have a position analyzed for possible reclassification may be made by a unit member for an existing position.
2. This will be an annual, collaborative process between Merced Community College District (District) and the Merced College Classified School Employee Association (CSEA), Local 274. To be considered by the committee the employee must comply with the posted timelines.

3. Most, but not all, reclassification requests are handled during this once-a-year procedure. Reorganization, collective bargaining, and unusual circumstances could result in classifications being reviewed at other times.

### **Procedures**

1. The Office of Human Resources will notify classified employees of the Reclassification Process Timeline. The process shall begin no later than March 30<sup>th</sup>.
2. All employees considering reclassification must attend a reclassification orientation.
3. A Technical Assistance Team consisting of CSEA and District personnel will be created to assist employees with questions concerning the process and the request questionnaire.
4. The employee will complete the Reclassification Request Form and submit it to their immediate supervisor. The immediate supervisor will sign and date the Management Verification Form and return the form to the employee within five (5) working days.
5. The employee will deliver the completed Reclassification Request Form, signed Management Verification Form, along with their current and requested job description to the Office of Human Resources within the posted timeline.
6. The Management Verification Form will be routed through all appropriate administrators for signatures by the Office of Human Resources.
7. The Office of Human Resources will forward the Reclassification Request Form, Management Verification Form and job descriptions to the Reclassification Committee.
8. The Reclassification Committee will meet to deliberate and screen qualified applicants and make decisions as to who will be interviewed.
9. The Reclassification Committee will interview selected applicants.
10. The Reclassification Committee will complete final rankings and forward the list to the Superintendent/President by the posted deadline.
11. The Superintendent/President shall submit the committee's recommendation to the Board of Trustees (Board) no later than the Board of Trustees meeting in June.
12. Board approved reclassification shall be effective the date of the Board's action.
13. Upon Board approval the employee who requested reclassification shall be placed in the reclassified position without further evaluation or application procedures.
14. The affected employee shall be notified in writing of the decision of the Reclassification Committee and the Board no later than ten (10) working days after the Board's action.
15. For applicants not invited to an interview the Reclassification Committee's decision is final and is not subject to the grievance procedure.

### **Reclassification Committee Membership**

1. The Reclassification Committee shall be comprised of six (6) members:
  - a. Human Resources Director, Chair
  - b. 3 Classified Employee members plus one (1) alternate
  - c. 2 Management Team members plus one (1) alternate
2. All committee members must be in attendance for the committee to meet.
3. The committee shall have the authority and responsibility to recommend the reclassification of positions.
4. The committee must determine by majority vote the recommendation or denial of each request for reclassification.

5. In the event a committee member is unable to continue serving, the alternate will take the place of the committee member. The alternate will then become the new and permanent member of the committee for the remainder of the annual term.
6. CSEA and the District shall appoint their respective members prior to March 30<sup>th</sup> of each year.

**APPEALS**

1. Employees may appeal the committee findings and recommendations to the Superintendent/President within ten (10) working days of receipt of the recommendation to denial.
2. An Application for Appeal of Reclassification Review Form must be completed and submitted to the Office of Human Resources by posted deadline.
3. Applications for appeal will be considered only for those interviewed who were not forwarded for consideration based on new or clarifying information.
4. The application for appeal and original application for reclassification will be forwarded to the Superintendent/President for review.
5. The Superintendent/President shall notify the employee of their decision within ten (10) working days.
6. The Superintendent/President's decision is final and not subject to the grievance process.

**Incumbent Rights:** When a position or class of positions is reclassified, the incumbents in the positions should be entitled to serve in the new positions.

**Downward Adjustment:** Any downward adjustment of any position without the consent of the employee shall be considered a demotion and shall take place only as a result of layoff or disciplinary procedures of this agreement.

**ARTICLE 37**

**Employee Evaluations**

The purpose of evaluation is to provide constructive feedback to assist employees with continuous improvement of performance inline with District expectations and performance standards. The purpose of evaluation is also to highlight the employee's strengths, encourage professional growth, and promote job satisfaction.

**Definitions**

- a. Probationary period: Not to exceed six (6) months or 130 days of paid service, whichever is longer.
- b. Probationary month: One (1) calendar month or 21 days of paid service, whichever is longer.
- c. Probationary employee: Internal or external candidate who is successful in competing for a new position.
- d. Permanent employee: Full-time or part-time employee who is past the probationary period

**1. EVALUATION SCHEDULE**

Probationary Employees

- a. Probationary employees (including permanent employees who have been reassigned or promoted) shall be evaluated no less frequently than twice during the probationary period.
- b. First evaluation should take place between the end of the second and third months.
- c. If either party, evaluator or evaluatee, is not available for that evaluation period that evaluation may be postponed not beyond the end of the employee's fifth month of employment based on a probationary month.
- d. The final evaluation to determine permanency should take place between the beginning of the fifth month and prior to the last day of the sixth month of employment.

#### Permanent Employees

- a. Permanent employees shall be evaluated no less than once per year for four (4) years after becoming permanent. After the fourth year, the employee shall be evaluated no less than every two (2) years.

## 2. EVALUATION PROCEDURES

- a. The evaluation shall be completed by the employee's immediate supervisor on the District prescribed form.
  - i. When the immediate supervisor is not available due to extenuating circumstances, the employee shall be evaluated by the next level administrator.
- b. The evaluation is based upon the immediate supervisor's direct knowledge of the employee's performance.
- c. The supervisor shall review the evaluation in a meeting with the employee and have the employee sign it. The employee's signature indicates receipt, not agreement. The evaluation shall be forwarded to the Office of Human Resources for inclusion in the employee's permanent file and the employee shall receive a signed copy for their personal file. The employee shall have the right to respond in writing within ten (10) business days to any negative evaluation and this shall be included in the employee's file.
- d. An employee who has reason to question some aspect of their performance rating may request that the appropriate vice president review the rating with the employee. Should either the appropriate vice president or the employee feel that further review is desirable, the Superintendent/President or designee may be requested to review the rating.
- g. Any negative evaluation shall include: a timeline, specific recommendations for improvement, and provisions for assisting the employee in implementing any recommendations made, utilizing the Classified Performance Improvement Plan Form.
- e. An off-cycle evaluation may be conducted to address a change in employee performance or to measure improvements based on the Classified Performance Improvement Plan.
- h. Evaluations are confidential and once placed in the personnel file, can be viewed only by the employee, evaluator and/or persons designated by the President.
- f. Employees cannot grieve the content of the evaluation.

### **ARTICLE 38**

#### Grievance Procedure

The purpose of this article is to provide an orderly procedure for reviewing and resolving grievances promptly at the lowest possible management level.

**Definitions:**

- a. "Grievance" is an alleged direct violation or misapplication of a specific article or section of this Agreement.
- b. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement.
- c. A "day" (for the purposes of this grievance policy) is any day on which the District office is open for business.
- d. The "immediate supervisor" is the first individual having immediate jurisdiction over the grievant, and not within the same bargaining unit as the grievant.

**Time Limits:** The bargaining unit members who fail to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure for the alleged violations of this Agreement. Each party agrees to make every effort to complete action on grievances within the time limits of this procedure; however, with the written consent of all parties, the time limitation for any step may be extended.

**Presentation:** An employee may present a grievance during regular work hours. An individual processing a grievance shall follow the procedures of this section, and the adjustment must be consistent with the terms of this Agreement. The grievant shall have the right to the presence of a CSEA representative at all steps, at all conferences, and during any and all discussions and/or proceedings concerned with processing or adjusting the grievance.

**Grievance Processing During Contract Transition:** An alleged grievance not resolved prior to the termination of this Agreement shall be processed under the terms of this Agreement.

**Grievance Initiation Limit:** Any alleged grievance occurring more than ten (10) work days prior to the informal discussion phase of the grievance procedure with the immediate supervisor shall not be processed by the District.

**Grievance Procedure:**

**a. Step 1, Informal Discussion**

Within ten (10) work days of the alleged occurrence of a grievable event, the employee shall discuss the matter orally with their immediate supervisor.

Within five (5) work days following the oral discussion, the immediate supervisor shall orally give the employee their response.

**b. Step 2, Formal**

If the alleged grievance is not resolved to the satisfaction of the grievant in Step 1, a formal grievance, in writing, may be submitted to the employee's immediate supervisor within five (5) work days from the informal response. The statement must be complete, including but not limited to full employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal discussion, the date of oral response, and shall state and identify the appropriate reference of all provisions and sections of this agreement alleged to be violated. The employee shall indicate the specific relief or action requested.

Within five (5) work days after receiving the formal grievance, the immediate supervisor shall answer in writing to the grievant.

**c. Step 3, Formal**

If the grievance is not resolved to the satisfaction of the grievant in Step 2, the grievant may, within five (5) work days of receipt of the immediate supervisor's answer, submit to the associate vice president or vice president the statement of grievance signed at Step 2 indicating the request for appeal.

The associate vice president or vice president, or their designated representative, shall give the grievant an answer in writing not later than five (5) work days after receipt of the appeal.

**d. Step 4, Formal**

If the grievant is not satisfied with the decision rendered in Step 3, they may appeal the decision within five (5) work days from the date of receipt of the answer in Step 3, to the superintendent-president or designee.

Within five (5) work days after receipt of the appeal, the superintendent-president or their designated representative shall give an answer, in writing, to the grievant.

**e. Step 5, Formal**

If the grievance is not satisfactorily adjusted at Step 4, the grievant may appeal in writing to the Board of Trustees within five (5) work days of the receipt of the response from Step 4. At the grievant's request the Board will schedule a closed session or public hearing at the next regularly scheduled public meeting in compliance with the Brown Act, or schedule a special meeting within the same time period. Within five (5) work days after this meeting, the Board of Trustees will communicate to the grievant, in writing, its decision on the grievance. The decision of the Board will be final.

**Grievance Witnesses:** The District shall make available for testimony in connection with the grievance presentation any District employees who have direct knowledge of the incident in question, and who are requested to appear by the grievant. An employee requested to appear as a witness in conjunction with this article shall suffer no loss of pay.

## **ARTICLE 39**

### **Disciplinary Action**

Discipline shall be imposed on permanent classified employees only for just cause as prescribed by the District.

"Disciplinary action" shall include written reprimand, suspension, demotion and dismissal.

"Written reprimand" shall be a separate written statement identifying misconduct or performance deficiencies clearly identified as a reprimand.

"Suspension" shall be temporary removal from employment for a specified period of time without pay.

"Demotion" shall be a reduction from one classification to a lower classification within the same or similar job family at a lower rate of pay for disciplinary reasons or a decrease in salary to a lower step within a salary range for disciplinary reasons.

"Dismissal" shall be separation from employment for disciplinary reasons.

The Superintendent/President may suspend and recommend to the Board the demotion or dismissal for cause any permanent classified employee.

### **Causes for Discipline**

Both the District and CSEA agree that the following list includes examples of behaviors which may be causes for discipline:

1. Unauthorized or excessive absence from work.
2. Conviction of any felony or act of moral turpitude.
3. Conduct discrediting public employment.
4. Disorderly or immoral conduct.

5. Insubordination.
6. Bringing intoxicants onto or consuming intoxicants on any school property, or reporting for work under the influence of intoxicants in any degree whatsoever.
7. Neglect of duty.
8. Unauthorized use of or negligent or willful damage to or waste of District property, supplies or equipment.
9. Willful violation of any provision of this contract and District Board Policies.
10. Falsification of information or qualifications.
11. Incompetence and/or inability to perform assigned duties.
12. Inability or refusal to possess and maintain required licenses.

Disciplinary action shall not be taken for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date that the District files the notice of disciplinary action, unless such cause was concealed by such employee when it could be reasonably assumed that the employee should have disclosed such facts to the employing District.

### **Progressive Discipline**

Generally, discipline will follow a progressive approach which attempts to correct, resolve or remove the employee's problem(s) at the lowest most effective level. The principles of progressive discipline include the following steps:

- a. verbal warning, which may be memorialized in writing
- b. written warning
- c. written reprimand

Written warnings and written reprimands shall state the specific causes, the recommended corrective action, and the time limit for correction. The supervisor shall give a reasonable period of time, based upon the nature of the violation, to permit the employee to correct the deficiency without incurring further disciplinary action. Written warnings shall not be included in personnel files. The written reprimand shall be included in the employee's personnel file, and the employee has ten (10) working days to respond to the written reprimand. The employee's response will also be included in the personnel file.

The District and CSEA recognize that there are some situations in which progressive discipline is not appropriate.

### **Formal Discipline**

When the District seeks to impose formal discipline (demotion, suspension, dismissal), 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 indicate (1) the specific charges against the employee, including specific details of the chargeable action(s) or omission(s); (2) the proposed penalty; and (3) a statement of the employee's right to make use of the appeal and hearing procedure (Skelly) to dispute charges or proposed penalty. The penalty proposed shall not be imposed until the employee has exhausted all rights under the appeal and hearing procedure. When necessary, an employee may be placed on administrative leave with pay by the District, pending the outcome of the appeal and hearing process.

An employee shall not be suspended for a period of more than ten (10) work days without the prior approval of the Board of Trustees. Nothing in this provision shall be deemed to circumvent due process rights.

### **Emergency Situations**

It is recognized that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety or health of students or fellow workers, the District may immediately suspend, without pay, the employee for three (3) work days. During the three (3) work days, the District shall serve notice and statement of fact upon the employee, who shall be entitled to respond to the charges causing the emergency suspension

through the appeal and hearing procedure. Appeal for hearing must be filed with the Superintendent-President within ten (10) work days from the time the employee received formal notice of charges from the District.

Appeal: Before action is taken by the District, employees may appeal dismissal, suspension, or demotion by requesting, in writing, a hearing before the Board of Trustees. The appeal must be filed with the Superintendent/President within ten (10) work days after receipt of the notice of intended dismissal, suspension, or demotion. The appeal must cite the charges, an admission or denial of the charges, and the reasons why the Board of Trustees should not order dismissal, suspension, or demotion.

If the employee does not request a hearing within ten (10) work days after receipt of notice of intent, the recommendation of the Superintendent/President to the Board of Trustees shall be acted upon by the Board of Trustees. The decision of the Board of Trustees shall be final.

Hearing: Upon receipt of an appeal from a charged employee, the Superintendent-President shall arrange a hearing with the Board of Trustees within thirty (30) days after receipt of that appeal.

The employee shall have the right to appear in person, with counsel and/or other representation. The employee may present such witnesses as they deem appropriate and such other evidence as they require in defense of their case.

District employees who are called in to testify during work hours at the hearings will be granted release time with pay. All hearings shall be held in closed session unless the applying employee requests an open hearing in their written appeal. The findings and decisions of the Board of Trustees on an appeal shall be final and conclusive on all parties, except as may be appealed to a court of competent jurisdiction.

If the appeal of the employee is sustained, the Board of Trustees shall order full compensation for time of dismissal, suspension, or demotion, if any, and shall order the employee to be reinstated if necessary.

## **ARTICLE 40**

### Effects of Layoff

When the Board of Trustees deems that a layoff of classified bargaining unit personnel is to be implemented, the following procedures and rights will be followed:

#### Definitions:

- a. "Seniority" means the considerations afforded an employee on the basis of greatest length of service to the district in a class plus higher classes, hire date being the deciding factor. This definition of seniority is meant to exercise the option to base all seniority from the date of hire (as cited in Education Code 88127 amended by Assembly Bill 228). Hire date, not hours in paid status, will be the sole determinant of seniority for purposes of layoff.
- b. "Classification" means that each position in the classified service have a designated title, a regular minimum number of assigned hours, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. (Education Code 88001(a)).
- c. "Displacement right" means that an employee with seniority may displace another employee in the class or lower classes in which the employee has worked.

Notice of Layoff: Bargaining unit employees shall be given not less than the statutorily required number of days for notice of layoff. The written notice shall indicate the effective date, displacement rights, if any, and reemployment rights. The District and CSEA shall meet upon request by CSEA after any notice of

layoff has been sent, to discuss the rights of affected employees. The District will make a good faith effort to provide the Association with advance notice of pending layoff(s).

**Order of Layoff:** The order of layoff for affected employees within the class shall be determined by length of service. The employee who has been employed the shortest time in the class plus higher classes shall be laid off first. For employees with equal seniority, determination will be made by lot as described below.

**Seniority Record:** The District shall maintain a record for determining displacement rights including length of service and hire date for employees for all classes in which they have served. Such record shall be made available to CSEA on each affected employee when a layoff is to be implemented. In case of identical first date of paid service for one or more employees in the same classification, the order of seniority shall be determined by lot and shall be made within 30 days of the date service first rendered by the employee. (Education Code 87414).

**Reemployment Rights:** Laid-off persons are eligible for reemployment in the class from which laid off for thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Affected employees shall be reemployed in preference to new applicants or in-house promotions. In addition, they shall have the right to compete for promotional positions within the filing period.

**Notification of Reemployment:** An employee who is laid off and subsequently becomes eligible for reinstatement shall be notified by the District of the opening. Such notice shall be sent by certified mail to the last address given the District by the employee, which shall acquit the District of its notification responsibility.

**Reemployment Acceptance or Refusal:** The employee shall notify the District of intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, they must report to work within thirty (30) working days following receipt of the reemployment notice. If the employee refuses a reemployment offer, they shall not be eligible for further preferred consideration. In any event, the District will remove the employee's name from the reemployment list and will have no further obligation to the employee. A refusal shall not preclude an employee from future employment with the District.

**Voluntary Demotion or Voluntary Reduction in Hours:** Affected employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 39 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Affected employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. Employees returning from layoff into a lower class or with reduced hours shall receive all rights of this section.

**Retirement in Lieu of Layoff:** Affected employees who elect service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list (up to 39 months). If they are subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed their request for reinstatement from retirement. An employee subject to this section who retired and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired. Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

APPROVAL OF AGREEMENT PROVISIONS AND RELATED LANGUAGE

For District



Chris Vitelli

Apr 30, 2021

Date



Kelly Avila

Apr 30, 2021

Date



[Joe Allison \(Apr 30, 2021 18:22 PDT\)](#)

Joe Allison

Apr 30, 2021

Date



Mike McCandless

May 3, 2021

Date



Ivan Pena

May 3, 2021

Date

For CSEA



[Sandi Goudy \(May 3, 2021 11:53 PDT\)](#)

Sandi Goudy

May 3, 2021

Date



Angelica Campos

May 3, 2021

Date



[Chris Minor \(May 3, 2021 15:16 PDT\)](#)

Chris Minor

May 3, 2021

Date



Dustin Thompson

May 3, 2021

Date

**EXHIBIT A**

List of Classified Positions

Updated job descriptions, including job titles and related ranges are publically available via the Merced College Human Resources page.

**EXHIBIT B**

Classified Salary Schedules

<b>Classified Monthly Salary Schedule 2021-22</b>							
	4% increase			Effective 7/1/21			
<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>11</b>	2670	2777	2887	3002	3122	3247	3377
<b>12</b>	2777	2887	3002	3122	3247	3377	3511
<b>13</b>	2887	3002	3122	3247	3377	3511	3654
<b>14</b>	3002	3122	3247	3377	3511	3654	3799
<b>15</b>	3122	3247	3377	3511	3654	3799	3951
<b>16</b>	3247	3377	3511	3654	3799	3951	4108
<b>17</b>	3377	3511	3654	3799	3951	4108	4273
<b>18</b>	3511	3654	3799	3951	4108	4273	4444
<b>19</b>	3654	3799	3951	4108	4273	4444	4622
<b>20</b>	3799	3951	4108	4273	4444	4622	4807
<b>21</b>	3951	4108	4273	4444	4622	4807	4998
<b>22</b>	4108	4273	4444	4622	4807	4998	5199
<b>23</b>	4273	4444	4622	4807	4998	5199	5407
<b>24</b>	4444	4622	4807	4998	5199	5407	5623
<b>25</b>	4622	4807	4998	5199	5407	5623	5848
<b>26</b>	4807	4998	5199	5407	5623	5848	6082
<b>27</b>	4998	5199	5407	5623	5848	6082	6324
<b>28</b>	5199	5407	5623	5848	6082	6324	6576
<b>29</b>	5407	5623	5848	6082	6324	6576	6840
<b>30</b>	5623	5848	6082	6324	6576	6840	7115
<b>31</b>	5848	6082	6324	6576	6840	7115	7400
<b>32</b>	6082	6324	6576	6840	7115	7400	7694
<b>33</b>	6324	6576	6840	7115	7400	7694	8003
<b>34</b>	6576	6840	7115	7400	7694	8003	8321
<b>35</b>	6840	7115	7400	7694	8003	8321	8655

Rev. 7/1/21  
Includes 4% increase  
Special longevity increments: After an employee reaches the maximum of his/her range and no less than 5 years of service, he/she shall be awarded 1% compounded for each additional year of service.

**Classified Hourly Salary Schedule 2021-22**

	4% increase							Effective 7/1/21
<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	
<b>11</b>	15.42	16.04	16.68	17.35	18.03	18.76	19.51	
<b>12</b>	16.04	16.68	17.35	18.03	18.76	19.51	20.28	
<b>13</b>	16.68	17.35	18.03	18.76	19.51	20.28	21.10	
<b>14</b>	17.35	18.03	18.76	19.51	20.28	21.10	21.94	
<b>15</b>	18.03	18.76	19.51	20.28	21.10	21.94	22.83	
<b>16</b>	18.76	19.51	20.28	21.10	21.94	22.83	23.73	
<b>17</b>	19.51	20.28	21.10	21.94	22.83	23.73	24.69	
<b>18</b>	20.28	21.10	21.94	22.83	23.73	24.69	25.68	
<b>19</b>	21.10	21.94	22.83	23.73	24.69	25.68	26.70	
<b>20</b>	21.94	22.83	23.73	24.69	25.68	26.70	27.77	
<b>21</b>	22.83	23.73	24.69	25.68	26.70	27.77	28.87	
<b>22</b>	23.73	24.69	25.68	26.70	27.77	28.87	30.04	
<b>23</b>	24.69	25.68	26.70	27.77	28.87	30.04	31.23	
<b>24</b>	25.68	26.70	27.77	28.87	30.04	31.23	32.49	
<b>25</b>	26.70	27.77	28.87	30.04	31.23	32.49	33.78	
<b>26</b>	27.77	28.87	30.04	31.23	32.49	33.78	35.13	
<b>27</b>	28.87	30.04	31.23	32.49	33.78	35.13	36.54	
<b>28</b>	30.04	31.23	32.49	33.78	35.13	36.54	37.99	
<b>29</b>	31.23	32.49	33.78	35.13	36.54	37.99	39.52	
<b>30</b>	32.49	33.78	35.13	36.54	37.99	39.52	41.10	
<b>31</b>	33.78	35.13	36.54	37.99	39.52	41.10	42.74	
<b>32</b>	35.13	36.54	37.99	39.52	41.10	42.74	44.45	
<b>33</b>	36.54	37.99	39.52	41.10	42.74	44.45	46.23	
<b>34</b>	37.99	39.52	41.10	42.74	44.45	46.23	48.07	
<b>35</b>	39.52	41.10	42.74	44.45	46.23	48.07	50.00	

Rev. 7/1/21

Includes 4% Increase

Special longevity increments: After an employee reaches the maximum of his/her range and no less than 5 years of service, he/she shall be awarded 1% compounded for each additional year of service.