



Memorandum of Understanding

Between

California School Employees Association and its Merced College Chapter 274

and

Merced Community College District

16-Week Schedule

This memorandum of understanding is entered into by and between California School Employees Association (CSEA) and its Merced College Chapter 274 and the Merced Community College District ("District") regarding the 16-week schedule.

WHEREAS, the District is adopting a 16-week instructional calendar in Fall 2025 along with a flexible workweek pilot that includes a hyflex Friday; and

WHEREAS, the parties have met and bargained the 2025-2028 successor agreement collective bargaining agreement; and

WHEREAS, the parties recognized that there were still items in the contract that needed to be addressed to ensure a smooth transition into the 16-week calendar and to allow for a flexible workweek for classified professionals whenever possible;

THEREFORE, the parties agree to the following changes to the collective bargaining agreement:

ARTICLE 17 - HOURS, AND OVERTIME, AND MODALITY

Work Year: The standard 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~~ less than twelve months.

Variable Flexible Work Schedule:

A ~~variable~~ flexible work schedule may include changes in hours worked per day/week, split shifts, weekends, number of days per week, ~~modality of work~~, and variable start and stop times.

Scheduling Process

~~An employee may request a change in work schedule/modality may be requested by the employee to the manager or the manager to the employee. The request must meet the needs of the academic calendar, class schedules, student schedules or other needs pertinent to the functions of the position. If the employee is making the request, submitting a completed Alternate Schedule Request form for approval. The manager may approve the request~~

application if it meets the needs of the District and other needs pertinent to the functions of the position. The manager should respond to the employee's request within fifteen (15) business days.

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

- A. The District will provide its reason for denial in writing to the employee.
- B. If the employee still disagrees with the change, the employee may exercise their right to meet with their CSEA representative and the District to discuss the decision.
- ~~A. Prior to making the change, the District will provide a fifteen (15) business days' notice to the employee.~~
- ~~B. The District will notify the CSEA President or in their absence the Chief Negotiator or in their absence the CSEA Labor Representative when the change in hours are made. The District will consult with CSEA if so requested.~~

Schedule Change Process

Either party can initiate a return to the employee's previously assigned work schedule or request a modification by submitting a written notice. The employee may request up to fifteen (15) business days' delay of the reversion back to the regular work schedule.

Modality/Location Requests*

An employee may request a change in modality or work location by submitting a completed Remote Work Application for approval. The manager may approve the application if it meets the needs of the District and other needs pertinent to the functions of the position. The manager should respond to the employee's request within fifteen (15) business days.

If the manager is interested in changing the employee's modality of work or work location from the regular modality or work location based on the flexible workweek, the manager will provide the employee with fifteen (15) days' written notice. To meet the flexible workweek, employees will not be compelled to work offsite if they cannot meet the requirements of the Remote Work Application. To meet the needs of those employees, the District may need to assign them to a worksite that is not their regular worksite.

If the District and employee do not reach a mutual agreement on modality or work location change, the following steps shall be taken:

- A. The District will provide its reason for denial in writing to the employee.
- B. If the employee still disagrees with the change, the employee may exercise their right to meet with their CSEA representative and the District to discuss the decision.

Modality/Location Reversion Process

Either party can initiate a return to the employee's previously assigned modality or work location or request a modification by submitting a written notice. The employee may request up to fifteen (15) business days' delay of the reversion back to the regular modality or work location.

Adjustment of Assigned Time: Any employee 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.

Lunch Period, Rest Periods: The District shall establish an unpaid uninterrupted lunch period of not less than one-half ($\frac{1}{2}$) hour for each employee working five (5) or more consecutive hours per day. The District shall provide one paid 15-minute rest period for each 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.

Employees assigned to a 10-hour, 4-day workweek, shall receive an additional break of 20 minutes.

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

Voting Time Off: ~~In cases of emergency as described by an employee to their immediate supervisor, the supervisor may grant an~~ An employee may take up to two hours with pay time off with pay for the purpose of voting in municipal, state or federal elections. Additional time off needed to vote will not be paid.

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 a workday or on any one shift or and in excess of forty (40) hours in any a calendar workweek, 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.~~

Overtime worked in excess of twelve (12) hours in a workday and forty (40) hours in a workweek is paid at twice the regular rate of pay of the employee.

All hours worked beyond the workweek 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 ($1\frac{1}{2}$) times the regular rate of pay or compensatory time off at the same rate.

Comp time should be utilized prior to utilizing vacation time.

Overtime – Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among qualified employees within each department.

Shift Differential Compensation/Split Shift: Any employee 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, inclusive of the lunch period.

Any employee 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, inclusive of the lunch period.

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~~ employees assigned to split shifts.

~~Overtime — Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among qualified employees within each department.~~

Standby Time, Minimum Call-in Time and Call-back Time: The District will not require employees to be available on a standby basis outside of scheduled work hours.

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

Any employee called back to work, either before or after their scheduled 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.

*The District retains the right to meet extenuating and/or emergent circumstances (ex: weather conditions, threats to campus safety, etc.) with fully-remote assignments when the campus sites must be closed.

ARTICLE 19 - HOLIDAY SCHEDULE

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

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

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

Employees 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 an 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 their 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 a holiday would fall outside an employee's regularly scheduled workday, the employee 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 on either the preceding or succeeding scheduled workday or the in-lieu-of-day as their observance day. When an employee is requested to work both a holiday and an in-lieu-of-day the observance day, they 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 their other paid leaves of absence.

This MOU shall take effect upon ratification by CSEA and its Merced College Chapter 274 and adoption by the Merced College Board of Trustees. The parties acknowledge that at least one semester or more will be necessary to assess the practical implementation of this MOU. They further agree to revisit the agreement if issues arise or if unforeseen circumstances necessitate adjustments.

For CSEA



Sandi Goudy (Apr 16, 2025 16:30 PDT)

CSEA Chief Negotiator, Sandra Goudy

For the District



Superintendent/President, Chris Vitelli


Darwin Duncan (Apr 17, 2025 07:48 PDT)

CSEA LRR, Darwin Duncan