

AN AGREEMENT

BETWEEN

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
CHAPTER 252

AND

MERCED UNION HIGH SCHOOL DISTRICT

JULY 1, 2021 – JUNE 30, 2024
(Revised 3/10/22, 9/14/22)

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ARTICLE I
AGREEMENT

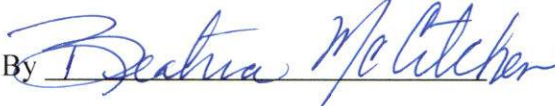
- A. The Article and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Merced Union High School District (“District”) and the California School Employees’ Association, Merced Chapter 252.
- B. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (“Act”).
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed the Agreement, except as provided in Article X of this Agreement, unless by mutual agreement.

IN WITNESS THEREOF the parties have caused this Agreement to be signed by their respective presidents and attested by their respective representatives, all as to the day and year first above written.

MERCED UNION HIGH SCHOOL DISTRICT

CSEA CHAPTER 252

By 
President, Board of Trustees

By 
President

By 
Secretary, Board of Trustees

By 
Chief Negotiator

4-13-2022
Date

Aug 10, 22
Date

ARTICLE II
RECOGNITION

Pursuant to Chapter 10.7, Section 3540-3549 of the Government Code, State of California, the Merced Union High School District hereby confirms its recognition of the California School Employees' Association, Merced Chapter 252 as the exclusive representative for the purpose of meeting and negotiating for all classified employees, but excluding those holding the following positions:

- Administrative Assistant
- Assistant Director
- Director of Communications
- Director of Facilities and Planning
- Director of Facilities/Risk
- Director of Fiscal Services
- Director of Human Resources
- Director Information Services
- Director of Maintenance & Operations
- Director of Nutrition Services
- Director of Transportation
- Executive Assistant - Superintendent
- Human Resource Specialist
- Maintenance & Operations Manager
- Manager of Facilities Planning
- Manager of Fiscal Services
- Manager of Info Services
- Manager of Risk Management
- Network Analyst
- Network Engineer
- Program Manager
- Purchasing Manager
- Student Support Manager 1
- K12 Pathway Coordinator

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ARTICLE III
DEFINITIONS

- A. Unless otherwise indicated the term “employees” when used hereinafter shall refer to all classified employees covered by the Agreement.
- B. The term “District” shall refer to the Merced Union High School District.
- C. The term “Chapter” shall refer to the California School Employees’ Association, Merced Chapter 252.
- D. “Day” means a day when the District is open for business.
- E. “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement.

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ARTICLE IV
CHAPTER RIGHTS

- A. The Chapter or its authorized representatives shall have access to school employees for the purpose of transacting organizational business so long as such activity does not interfere with the employee's work or the operation of the school or the school District.
- B. The Chapter shall have the right to use school facilities for Chapter business at reasonable times when such facilities are not otherwise in use.
- C. The Chapter shall have the right to post notices of Chapter activities and matters of concern on bulletin boards, at least one of which shall be provided in each work area frequented by employees. The Chapter shall be responsible for keeping posted material current.
- D. The Chapter has the right to use District mail service for communications to employees.
- E. One (1) representative from each campus and work area (i.e. transportation/maintenance), for a minimum of five (5) and a maximum of ten (10) employees, including the Chapter President shall have the right to reasonable periods of released time without loss of compensation in order to meet and negotiate with the District. A reasonable number of Chapter representatives and employees as necessary to be present at a hearing shall be released for the processing of grievances.
- F. Names, addresses, and telephone numbers of all classified employees shall be provided without cost to the Chapter on an annual basis in a format which lists employees by work site and assignment. In addition, the District shall maintain an on-line staff directory to which the Chapter shall be provided access. Employees may opt-out in writing from having their home addresses and telephone numbers included in the staff directory.
- G. Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall have twenty-five (25) copies prepared and delivered to the Chapter and will post the Agreement on the District's web site. Employees may print the Agreement for their personal use. In addition, within thirty (30) days of ratification by both parties of any subsequent agreement (i.e. Memorandum of Understanding, Side Letter of Agreement), the District will provide a copy of the ratified document to the Chapter for distribution as deemed necessary by the Chapter leadership. A signature line on the document will indicate whether the document is to be distributed to the membership. The District will

include distributed documents to new employees as addenda to the Agreement until such time as a new Agreement is ratified and the document has either been incorporated in the Agreement or has sunset.

- H. Release time shall be granted to the authorized number of Chapter delegates to attend CSEA's annual conference.
- I. Release time shall be granted to CSEA state officers of the Chapter to carry out the functions of their office. Release time in addition to CSEA's annual conference shall be limited to at least two (2) hours per month.
- J. The District will notify the CSEA of Board actions including employment actions, by providing a copy of the Board agenda to the union.

In addition, within ten (10) work days after the employment of persons in bargaining unit positions, the District will provide CSEA with:

1. The employee's name, home address, and mailing address.
2. The position classification.
3. Salary, step, and class.
4. Work site or department.
5. First date of employment.

- K. Release time, not to exceed twenty (20) hours per month, shall be provided for the President of the Association or his/her designee.
- L. When the District conducts a mandatory orientation for new hires, CSEA shall be provided an opportunity to inform these new bargaining unit members about the structure activities and benefits of CSEA membership. CSEA shall have approximately 15 minutes to provide this information. The Association President or designee shall conduct the session which shall be deducted from release time provided under Article IV, Section K

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ARTICLE V
DISTRICT RIGHTS

The District reserves its responsibility and authority to manage, direct, and control all its operations and activities under terms of the Agreement and to the full extent of the law.

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ARTICLE VI
MAINTENANCE OF OPERATIONS

The Chapter agrees that neither the Chapter nor any other person officially acting on its behalf, will cause, authorize, engage in, sanction, or take a part in a strike, a concerted failure to report to duty, or similar action against the District. In consideration thereof, the District agrees there shall be no lockout of members of the Chapter.

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ARTICLE VII
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by a classified employee, group of classified employees, or by the Chapter upon the interpretation, meaning, or application of any of the provisions of the written Agreement. A grievance must be initiated within fifteen (15) days after the grievant knew or should have known of the event giving rise to the grievance.
2. An “aggrieved person” or “grievant” is the person(s), or Chapter making the claim.
3. A “party in interest” is the person(s) making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. An immediate supervisor is the principal for a campus or the administrator-in-charge for a department.

B. Purpose

It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

C. Procedure

Grievances will be handled through four (4) steps. Failure to communicate a decision to the grievant within specified time limits will permit the grievant to proceed to the next step. Failure of the grievant to proceed within specified time limits shall constitute forfeiture to process the grievance to a higher level.

D. Steps in the Grievance Procedure

Step One

An aggrieved person will first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Chapter’s designated grievance representative with the objective of resolving the matter informally.

Step Two

The aggrieved person shall file the grievance in writing with the immediate supervisor and with the President of the Chapter within five (5) working days. Within five (5) working days after receipt of the written grievance by the immediate supervisor, the immediate supervisor shall again meet with the aggrieved person, who may be accompanied by a representative of the Chapter, in an effort to resolve the matter. The immediate supervisor shall render a decision in writing regarding the grievance within five (5) working days following the meeting. At Step Two of the grievance procedure, the grievant may elect in writing to represent himself/herself rather than have the CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, CSEA shall be relieved of any further obligation to share in any further expense of the grievance procedure.

Step Three

If the grievance is not satisfactorily adjusted at Step Two, or if the procedures called for at Step Two are not followed, CSEA may submit the grievance in writing to the District Superintendent within five (5) working days of the receipt of the response at Step Two, or within five (5) working days after the time periods called for in Step Three have passed. Within (5) working days of the receipt of the grievance at Step Three, the Superintendent or his/her designee will meet with the grievant and his/her representative in an attempt to resolve the grievance.

Step Four

If the grievant is not satisfied with the decision at Step Three, within ten (10) days he/she may request that the Chapter, at its discretion, submit in writing to the Superintendent a notice of intent to forward the dispute to arbitration. The Chapter and the District shall attempt to agree on an arbitrator. If no agreement can be reached within ten (10) days, the parties shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

The Chapter has the sole authority and discretion to approve or disapprove any grievance for processing beyond Step Three of this Article. The fees and expenses of the arbitrator

in the hearing shall be borne equally by the District and the Chapter. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

After a hearing, the arbitrator shall submit in writing to all parties his/her findings of fact, reasoning, and conclusions on the issues submitted within thirty (30) days after the conclusion of the hearing the decision of the arbitrator shall be final and binding on all parties, subject only to judicial review.

E. Separate Grievance File

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file which shall be available for inspection only by the employee or his/her representative and those management/supervisory, and confidential employees involved with the grievance.

F. Rights of Classified Employees to Grieve and be Represented

- a. All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be placed in the personnel file of any of the participants.
- b. Any classified employee may be represented at all steps of the grievance procedure by himself/herself, or, at his/her option, by a representative.
- c. The District and the Chapter shall ensure any aggrieved person, party in interest, or participant in the grieving procedure, freedom from restraint, interference, coercion, discrimination, and reprisals in representing an appeal with respect to a grievance.

G. Miscellaneous

- a. Time limits for action provided in each level shall begin the day following receipt of written grievance document by the parties in interest. Time limits may be reduced or extended by mutual agreement.

- b. Forms for filing grievances, serving notices, making appeals, making reports, and recommendations, and other necessary documents will be prepared jointly by the District and the Chapter and given appropriate distribution so as to facilitate operation of the grievance procedure.
- c. If a grievance arises from action or inaction on the part of a member of the administration at a level above immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Chapter directly and the processing of such grievance will be commenced at Step Three.

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ARTICLE VIII

UNION MEMBERSHIP

- A. The District will deduct from the monthly paycheck of each chapter member the dues of the Chapter as voluntarily authorized in writing by the employee.
- B. CSEA certifies that it will maintain individual employee written authorization for deduction of membership dues. Accordingly, the District shall only make changes to payroll deductions for new or existing chapter members when provided with notice from CSEA.
- C. CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions contained herein.

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ARTICLE IX
STATUTORY CHANGES

Provisions of statutes, state or federal, adopted during the time of this Agreement which are mandatory and which fall within the scope of the Agreement shall be adhered to; statutory provisions which are permissive and which fall within the scope of the Agreement may be the subject of negotiations at such time as the Agreement is renegotiated.

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ARTICLE X
SAVINGS

If any provision of this Agreement or application thereof is held to be contrary to the law by a court of competent jurisdiction, such provision or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications will continue in full force and effect. Should a provision or application be deemed invalid as described above, the parties shall meet no later than ten (10) days after a request by either of the parties to renegotiate the provision or provisions affected.

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ARTICLE XI
NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The parties agree to meet and negotiate over a successor Agreement subject to the provisions of the California Government Code relating to public education employment relations, subsequent amending legislation, and the rules and regulations of the Public Employment Relations Board.
- B. The Chapter shall submit its contract proposal to the District not later than the last regular board meeting in March. The Board shall hold the public meeting on the proposal at the next regular Board meeting.
- C. These time limits may be waived by mutual agreement.

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ARTICLE XII
CONDITIONS OF EMPLOYMENT

A. Work Year

A classified employee's minimum work year is 180 work days.

B. Lunch Period

It shall be mandatory for any employee working in excess of four (4) hours to take a lunch period of not less than thirty (30) minutes or more than one (1) hour.

C. Rest Periods

Every employee shall be granted a rest period of fifteen (15) minutes during each four (4) hour working period. Such rest period shall be taken at times as established by immediate supervisors.

D. Safety

It shall be the right of every employee to be provided a safe and healthful working environment. The District shall endeavor to maintain such conditions by taking steps to act in compliance with the California Occupational Safety and Health Act.

E. Professional Development

a. Classified employees shall be provided a minimum 8 hours of professional development annually. The intent of these professional development activities is to increase or improve services to students by providing training to employees to increase technical knowledge, improve skills, and ensure safety in school operations. These hours will not be used to schedule mandatory trainings required by State law or regulations. The focus of professional development shall be determined by the LCAP. A committee composed of three representatives from CSEA and three representatives from the District will meet at the end of each school year to plan the professional development activities for the following school year.

b. As required by the Local Control Funding Formula (LCFF) and the Local Control Accountability Plan (LCAP), the District will develop methods and systems to evaluate the effectiveness of this professional development program over time. Implementation systems, evaluation methods, and LCAP outcomes shall be established by the District,

and may be changed over time as required by the LCAP, following consultation with the Association.

- c. Employees participating in professional development shall be released from their duties. If employees are required to work extra days/hours to participate in professional development, employees may elect to receive compensating time off at the rate of one (1) hour for each hour worked or be paid their regular hourly rate. Comp time shall only be taken with the District's approval and, if not used in the school year in which the comp time is earned, the employee shall be paid for unused comp time in July each year.

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ARTICLE XIII
EMPLOYMENT, PROMOTION, CLASSIFICATION, PROBATION, ASSIGNMENT,
AND TRANSFER

A. Employment Policy

1. All vacancies will be posted for internal candidates (i.e. transfers and inside interest) at school/District sites for a minimum of five (5) days. After the five (5) day internal posting, the vacancy will be posted for outside candidates.
2. Employees making requests for transfer would be considered first to fill the vacant position as per paragraph G of this Article.
3. If there are no transfer requests on file, the position shall be open to all permanent employees in the District. Interested employees will submit a letter of interest (LOI) for the desired open position.
4. After the five (5) day in-house posting period, Human Resources will meet with a panel consisting of (1) the Principal/manager or designee, (2) a representative of the school site or work location designated by the principal/manager or designee, (3) a CSEA Representative designated by the Chapter President, (4) an employee from the different school site or work location who serves in the same classification as the position to be filled designated by the Chapter President to make up the five (5) member panel. In the event that all five (5) members are not available to participate, the panel shall perform its duties with a reduced number of members.
5. The five (5) member panel shall review all the LOI's, resumes, evaluations, and job descriptions for the employees (1) who meet the minimum qualifications for the open position, (2) who have a current evaluation with no rating of a "U" in any two (2) or more evaluation categories, (3) who have no disciplinary documentation within the past twelve (12) months and (4) are not in probationary status shall be considered for the position. Probationary status employees shall be considered if no permanent employees meeting the minimum qualifications or if both parties agree. Human Resources shall provide a Bargaining unit member denied an interview with the reason via letter for why the bargaining unit member was not interviewed. The bargaining unit member

may also request a meeting with Human Resources and their labor representative regarding a denial of an interview, and this language will be included in the letter.

6. The five (5) member panel shall interview the prospective candidates. After the interview, Human Resources, the site Principal or manager/site designee, with a CSEA Representative present shall decide which candidate to place in the vacant position, or whether to post the position for outside candidates. All things being equal, i.e. both candidates perform well at the interview; the date of hire within the District shall be the determining factor.

If no internal candidate is selected for the vacant position, outside candidates shall be interviewed by a panel, including a CSEA Representative.

7. Final recommendation of employment to the Board of Trustees will be made by the Assistant Superintendent, Human Resources.

B. Classification and Salary Range Placement

1. Development of class titles and specifications shall be the prerogative of the District.
2. All salary range placements for class titles are subject to mutual written consent between the District and Chapter at the time a new Agreement, or the salary article of a continuing Agreement, is negotiated.
3. All newly-created positions or classes of positions, unless specifically exempted by law or which carry the title of Director or Assistant Director, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties could reasonably be assigned to the bargaining unit.

C. Probation

1. All appointments of employees new to the District shall be for a probationary period of six (6) months or 130 days of paid service, whichever is longer. During the probationary period, the employee will be evaluated at least three (3) times, once during each of the 2nd, 4th, and 6th months, with monthly assessment progress from the supervisor.
 - a. When a probationary employee completes six (6) months or 130 days of paid service, whichever is longer, of service in the District in more than one position,

the District will assign permanency to the employee in the lowest classification served.

2. A probationary employee new to the District may be disciplined or dismissed at any time during the probationary period and such action shall not entitle the employee to a hearing before the Board of Trustees.
3. An employee who has served the required probationary period in a satisfactory manner shall be classified as a permanent employee and shall be subject to disciplinary action, including termination, for cause only.
4. A permanent employee shall serve a six (6) month or 130 days of paid service, whichever is longer, probationary period in a new reassigned higher classification. A probationary employee earns permanent status after a six (6) month or 130 days of paid service, whichever is longer, probationary status in a new reassigned higher classification, provided the employee has served a total of six (6) months or 130 days of paid service, whichever is longer, in the District.
5. When a reassigned permanent or probationary employee serving a probationary period in a high classification is found to be unsatisfactory, he/she shall be reinstated in the permanent or probationary status in his/her former or equivalent position as agreed upon by the District and Association. This clause would not be applicable to a permanent employee dismissed for good cause, or a probationary employee released from the District.
6. The District and Association understand that in the event of a promotion, the District may extend the probationary period in the promotional position. In this event, the employee will be notified that he/she may not be returned to the exact position previously assigned if the employee does not satisfactorily complete the extended probationary period. The notification will be made before the extension occurs. The employee will be conferenced and have a right to CSEA representation at the meeting.

D. Transportation Assignments

1. Assignment of regular bus routes and trips will be the responsibility of the Director of Transportation or his/her designate and will be accomplished in accordance with the driver's skills, experience, and seniority. Drivers who drive both a morning and afternoon route (as opposed to those who drive only in the morning or afternoon) shall

be given special consideration if they possess the appropriate skills, experience, and seniority. Permanent, part-time transportation employees will be assigned a minimum of four (4) hours of work on days when school is in session or twenty (20) hours per five (5) day week.

2. Special trip assignments shall be made on the basis of skills, experience, seniority, and payment of overtime.
3. The District will provide in-service training for drivers as required by law.

E. Summer School Assignments

1. All summer school classified positions will be established by the District and posted annually. Classifications will be done consistent with Article XIII., Section B.

2. The following criteria will be used in the selection process:

First Criteria:

1. Currently in classification
2. Seniority

Second Criteria:

1. Previous summer school experience in classification
2. Seniority

Third Criteria:

1. Interview

3. An employee who has disciplinary documentation in his/her official District personnel file dated within the past twelve (12) months or whose most recent performance evaluation has a “U” in any two (2) or more evaluation categories shall not be eligible to serve in a summer school position.

F. Assignment of Duties

1. Assignment of an employee to specific duties which are consistent with the typical duties contained in the class specifications shall be the responsibility of the District. Assignment in this paragraph pertains to duties and not the campus or site where duties are performed.

2. Consistent with Education Code section 45110, the District may “temporarily work employees outside of their normal duties.” No employee shall be assigned to perform duties for which he/she is not qualified.

3. An employee who is assigned to perform duties inconsistent with his/her classification for more than one-half (1/2) the work day for a period of more than five (5) working days within a fifteen (15) calendar day period shall have his/her salary adjusted upward

for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

4. The parties intend that this language pertaining to out-of-class assignments shall not cause layoffs, reductions in hours, reduce opportunities for overtime or compensatory time, or serve to avoid the need to hire additional employees.

G. Transfer

1. The right to transfer personnel in the interest of the District is established as a matter of policy. Transfers may be initiated by the District or at the request of the employee. If the transfer is made at the request of the District, it shall be done only after appropriate consultation with the employee. A transfer is defined as a change within classification from one work site or campus to another, or from a non-health benefited to a benefited position within the same classification, regardless of hours or work year.
2. Any permanent employee may apply for transfer to that position by filing a written notice with the Human Resources Department. If more than one qualified employee wishes to be transferred the employee with the most seniority within that classification will receive the transfer. If seniority within that classification is equal, the employee with the best evaluation scores on the most recent evaluation would receive the transfer. This process does not apply to reassignment due to layoff.
3. An employee that receives a “U” rating in any two (2) or more evaluation categories on his/her last evaluations, or who has received disciplinary documentation within the past twelve (12) months, shall not be eligible for an employee initiated transfer.
4. After lateral transfers have been considered for a vacant position, any permanent employee may request in writing to the Human Resources Department that he/she be transferred to a previously held position of equal or lower range, provided that the employee:
 - a. Meets the minimum qualifications for the position.
 - b. Has not received an unsatisfactory rating in any evaluation areas on their last evaluation and has not received any disciplinary documentation within the past twelve (12) months; and

- c. Has not been out of the requested position for a period of the time greater than thirty-nine (39) months.

H. Reclassification

1. Members of a classification may initiate a classification review when the essential functions and/or qualifications of a position change or if there has been an accretion of duties or an identified error in job description. A “reclassification” is the upgrading of a position to a higher classification as a result of the gradual accretion of duties being performed by the incumbent in such a position.
2. Request for reclassification must be received by the human resources office by January 31 in any given year. The decision to initiate the reclassification process for a particular classification shall be made by a majority of members of the class as indicated by signature on a reclassification request form. There shall be only one reclassification request submitted per classification and the reclassification shall be analyzed for all positions in the classification District-wide. A request for reclassification for a particular reclassification may be submitted every two (2) years. The final decision in any year will be rendered by May 15 of that year. If a position is reclassified, the reclassification shall be effective July 1 of the next fiscal year.
3. All reclassification requests shall be referred to the reclassification committee. The reclassification committee will be made up of three (3) members of CSEA, appointed by the executive board, and three (3) members of the District management team, plus a non-voting facilitator from the human resources office. CSEA members on the committee will not be a part of the classification group(s) being studied. The committee shall request a meeting with a maximum of two employees in the classification group(s) being studied to answer any questions the committee may have.
4. The District and CSEA shall meet and negotiate a new reclassification scoring tool, which may include but not be limited to a rubric prior to the next reclassification. The committee shall make its decision by a majority vote. In the event a reclassification is denied, all job duties in the current job description shall remain status quo.
 - a. If one of more members of a classification are performing out-of-class duties, the committee shall seek input from site supervisor(s) as to whether those duties are needed on an on-going basis. Where the site supervisor(s) indicate that the out-of-

class duties are not needed, the unit member shall be compensated with back pay in accordance with Education Code section 45110 and the out-of-class duties shall be removed from his/her work duties.

- b. Where it is determined that the essential functions and/or qualifications of a classification have changed, or if there has been an accretion of duties, such that a reclassification is appropriate, the employees in the classification shall have their salaries adjust upward to a higher range. If the committee recommends reclassification, the written recommendation will state what change in classification is recommended, including any recommendation as to the position's salary range and step.
- c. In the event that the reclassification committee determines that reclassification is warranted such that a new job description is required, the position shall be referred to a separate process where the District and CSEA shall meet and negotiate to the extent required by law, separate from contract negotiations to arrive at an agreement regarding changes to the job description.
- d. The decision of the committee is final unless the Superintendent or designee determines the reclassification would have a substantial adverse financial impact on the District in which case the District and CSEA shall meet and negotiate regarding the implementation date of the reclassification and the impacts of that decision.

I. Reassignments

1. A reassignment is defined as a movement from one classification to a vacant position in another classification of equal range for which the employee is qualified.
2. Reassignments initiated by the District shall be made only after consultation with the employee.
3. The District shall obtain the employee's agreement to the reassignment, except in the following circumstances:
 - a. A reassignment is initiated by the District as a form of discipline subject to the procedures in Article XIV.B.
 - b. No vacant positions in the same classification are available to which the employee could be involuntarily transferred.

4. Any employee who is reassigned shall retain the permanency and seniority which the employee had previously obtained in the employee's previous classification when he/she is reassigned to a new classification and shall receive training in order to assist the employee in performing the job duties of the employee's new classification.

XXX

XXX

Merced Union High School District
RECLASSIFICATION REQUEST FORM

Employee Name:			
Site:		Department:	
Current Classification/Range:			
Requested Classification/Range:			
Number of Years/Months in Current Classification/Range:			
<p>I. Indicate the duties you are performing on an on-going basis which you believe to be new since your job description was last revised and approved by the Board. Please indicate the approximate dates by month and year when you started performing each new duty. (Please type or print. Add additional pages if necessary.)</p>			
<p>II. How do these new duties impact your overall job duties and responsibilities stated in your job description? (Please type or print. Add additional pages if necessary.)</p>			

III. Describe how these new duties affect the qualifications (knowledge, abilities, education, experience, licenses and certifications) required for your current position? *(What additional licenses, certificates, or education have you obtained in order to meet these new requirements?)

Employee's Signature:

Date

**NOTE: Employees must submit the completed reclassification request form to the District during a window period from December 1st – January 10th as per the CSEA contract. Please also submit a copy to the Chapter President and keep a copy for yourself. Attach a copy of your current job description and any additional supporting documentation.*

Merced Union High School District
RECLASSIFICATION REQUEST FORM
SUPERVISOR'S REVIEW

Supervisor's Name:			
Site:		Department:	
<p>I. Upon reviewing the information provided by the employee, to what extent do you agree that the employee is performing, on an ongoing basis, duties which are new since the job description was last revised and approved by the Board? Please indicate the approximate dates by month and year when the employee started performing each new duty. (Attach additional pages if necessary.)</p>			
<p>II. To what extent do you agree that the new duties have changed the qualifications (knowledge, abilities, education, experience, licenses, and certifications) required for the position? (Attach additional pages if necessary.)</p>			

III. Do you want the employee to continue to perform the duties which are new since the job description was last revised and approved by the Board or would you prefer that the employee cease and desist performing the duties in question? An employee who has been working out of class shall be paid in accordance with Education Code Section 45110. Please explain. (Attach additional pages if necessary.)

Blank space for explanation of the recommendation.

Do you recommend that the job description for the position be revised?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
--	-----	--------------------------	----	--------------------------

If "Yes", please submit a proposed revised job description.

Do you recommend that the position be reclassified to the higher classification with increased compensation due to the gradual increase in duties, responsibilities, and qualifications over time? Please explain. (Attach additional pages if necessary.)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
--	-----	--------------------------	----	--------------------------

Blank space for explanation of the recommendation.

Supervisor's Signature:

Date

ARTICLE XIV
EVALUATION, DISCIPLINARY ACTION, AND HEARING

A. Evaluation, Classified

1. Each permanent employee shall be evaluated at least once annually using the evaluation form (included in contract page 35-36). The supervising administrator or designee shall provide an opportunity for the employee to discuss the evaluation in person. Evaluations shall be completed no later than May 15. Prior to an employee receiving an Unsatisfactory rating in any evaluation area, an employee must have received a Performance Improvement Plan or some other form of prior notice. The Performance Improvement Plan (included in contract page 37).

Both the employee and the evaluator shall sign all completed evaluation documents. An employee's signature does not signify agreement. If an employee receives any Needs Improvement or Unsatisfactory evaluation rating, the employee shall be given five (5) work days in which to write a response. All evaluation forms and related documents shall be placed in the employee's official personnel file. An employee who receives a "U" rating in two (2) or more evaluation categories on his/her last evaluation is not eligible for an employee initiated transfer. (See also Article XIII, Transfer)

2. Probationary Employees

- a. New to the District:

Employees receiving original appointments shall be formally evaluated at least three (3) times during their initial six (6) months or 130 days of paid service, whichever is longer, probationary period. Probationary employees new to the District may receive unsatisfactory or needs improvement ratings without first receiving a performance improvement plan or any other form of prior notice.

- b. Appointment to higher classification:

Employees deemed probationary by the virtue of their appointment to a higher classification shall be evaluated at least once during the six (6) month promotional probationary period.

- c. Probationary and promotional employees:

Probationary employees new to the District who are found to less than satisfactory

during their probationary period will be dismissed. Promotional probationary employees who are found to be less than satisfactory during their probationary period will be reassigned to the position they held immediately prior to their appointment to a higher classification.

B. Disciplinary Action

“Disciplinary Action” includes any action whereby a permanent employee is deprived of any classification in which he/she has permanence, including dismissal, suspension, demotion or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds. Any permanent employee shall be subject to disciplinary action only for cause as prescribed below:

1. Incompetence or inefficiency in the performance of the duties of this position.
2. Inability to perform assigned duties due to failure to meet job qualifications (including, but not limited to, failure to possess required licenses or failure to pass required test). In the event an employee loses required certification or licenses, the employee will be reduced to a lower like-classification that does not require the certification or licenses. Employees who are unable to be reduced to a lower like-classification will be placed on the District reemployment list for a period of time not to exceed 39 months until they have been recertified or eligible to possess the required licenses. Reinstatement in a position will occur only when a vacancy exists.
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty or in the care or use of District property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
6. Dishonesty.
7. Drinking alcoholic beverages on the job or reporting for work while intoxicated or with evidence of alcoholic intake that would be offensive to his/her presence at work.
8. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance.
9. Personal conduct unbecoming an employee of the District.

10. Engaging in political activity during assigned hours of employment.
11. Conviction of any crime involving moral turpitude.
12. Arrest for a sex offense as defined in Education Code Section 44010.
13. Conviction of a narcotics offense as defined in Education Code Section 44011.
14. Repeated and unexcused absence or tardiness.
15. Abuse of illness leaves privileges.
16. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
17. Persistent violation or refusal to obey safety rules, regulations made applicable to public schools by the Board of Trustees or by an appropriate state or local government agency.
18. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange of granting any special treatment to another employee or to any member of the public.
19. Any willful conduct tending to injure the public services.
20. Abandonment of position.
21. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
22. Membership in the Communist Party.

This section shall not be construed to prevent layoffs for lack of work or lack of funds.

C. Notice of Proposed Disciplinary Action to Permanent Classified Employees

Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the United States certified mail, postage prepaid, and addressed to the last known address of the employee. The notification to the employee shall contain the following:

1. A statement of the specific acts and omissions upon which the disciplinary action is based.
2. A statement of the cause for the action taken.

3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation.
4. A statement of the action proposed to the Board.
5. A statement that the employee has a right to a hearing on such charges if demanded within five (5) days after services of the notice to the employee.
6. A card or paper, the signing and filing of which with the Board of Trustees shall constitute a demand for hearing, and denial of all charges.

D. Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee

Not less than five (5) days after receipt of a demand for a hearing by a permanent employee who has been given notice of a proposed suspension, demotion, or dismissal, a hearing shall be scheduled. The Board of Trustees, or a hearing officer, shall hold such hearing at a time and place designated by the Board. The employee shall be given at least five (5) days written notice of the time and place of a hearing unless such notice is specifically waived by him/her. The employee and the school administration shall be afforded equal opportunity to present evidence. At the close of the hearing, the Board of Trustees shall render its decision which shall be final but shall not preclude legal redress.

E. Waiver of Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee

If the Board of Trustees finds that sufficient cause exists it may impose disciplinary action proposed by the superintendent, or his/her designate, or it may impose a lesser disciplinary penalty.

F. Disciplinary Penalties Imposed by the Board

If the Board of Trustees finds that sufficient cause exists it may impose disciplinary action proposed by the Superintendent, or his/her designate, or it may impose a lesser disciplinary penalty.

G. Immediate Demotion or Suspension Without Pay or Benefits of Permanent Classified Employee

If the Superintendent or his/her designate determines that pending a Board of Trustees hearing on the demotion, suspension, or dismissal of the permanent classified employee, the immediate demotion or suspension of the employee without pay would be in the best

interests of the District, the following procedure shall be initiated prior to imposing the demotion or suspension:

- a. In addition to the written notice of the proposed disciplinary action as provided in Section C, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference and in writing.
- b. The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.
- c. The demotion or suspension action should be discussed prior to its occurrence at a conference with the Superintendent or his/her designate, during which time the employee shall have the right to present any rebutting evidence.

Nothing in this Section shall be construed to prohibit an immediate interim five (5) day suspension prior to notice and a conference where an immediate suspension is required in the best interest of the District, and:

1. The suspended employee is given written notice in person or by deposit in United States certified mail of the charges upon which the suspension was based within one (1) working day after suspension.
2. The employee is notified of his/her right to file a written response or to have a conference with the appropriate administrator.
3. A reasonable opportunity is afforded the employee for a conference within five (5) days from the date of suspension.
4. The best interests of the District are defined as those instances in which the health and safety of students, the public, and other employees may be in jeopardy. Any employee charged with the commission of any sex offense as defined in Education Code Section 44010 or any narcotics offense as defined in Section 44011 of the education code by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code.

H. Compensation for Loss of Salary During Demotion or Suspension with Pay

If disciplinary action against the employee is not upheld by the Board of Trustees, the employee shall be compensated for any loss of salary resulting from a demotion or suspension without pay prior to the hearing.

**Merced Union High School District
Classified Employee Evaluation Form**

Name: _____

School/Work Site: _____ Date: _____

Current Job Title: _____

Check One:

Permanent

In Position: 3rd Month

Probationary

3rd Month

6th Month

9th Month

Directions: Evaluator(s) shall complete this form by checking the appropriate rating and meeting with the employee to discuss its content. This shall be signed and dated by both the employee and evaluator(s). A "needs improvement" or "unsatisfactory" rating **MUST BE** supported in the comments section or in the form of an attachment and MUST include Performance Improvement Plan.

O=Outstanding

S=Satisfactory

N*=Needs Improvement

U*=Unsatisfactory

EVIDENCE OBSERVED/COMMENTS	KEY ELEMENTS
1.0 Attendance:	<input type="checkbox"/> = O Always in attendance Preapproved absences only Arrives early and ready to work <input type="checkbox"/> = S 10 or less days absent Rarely late (less than 5% of the time) <input type="checkbox"/> = N* More than 10 days absent Absence impacts job performance Occasionally late (more than 5 % of the time) <input type="checkbox"/> = U* Exhausts sick leave Pattern of absences Consistently late
2.0 Quality/Knowledge:	<input type="checkbox"/> = O Completes task with no supervision Sets example Demonstrates complete knowledge of job duty <input type="checkbox"/> = S Does routine work without instructions Understands and performs their job Minimal mistakes <input type="checkbox"/> = N* Doesn't follow directions Affects others' performance Needs frequent supervision and follow-up <input type="checkbox"/> = U* Lack of work Negatively impacts department Not trustworthy Lack of job knowledge
3.0 Dependability:	<input type="checkbox"/> = O Pre-plans, meets all deadlines Communicates work status, excellent response time and relied upon <input type="checkbox"/> = S Meets deadlines Assign tasks and minimal follow up required <input type="checkbox"/> = N* Lacks initiative Occasionally misses deadlines <input type="checkbox"/> = U* Frequently misses deadlines Excessive supervision needed

4.0 Attitude:	<input type="checkbox"/> = O Shows initiative without being asked, self motivated Ideas to action, innovative <input type="checkbox"/> = S Willing to accept change Pleasant, works with others Compliant <input type="checkbox"/> = N* Unwilling to help others Occasionally uncooperative and discourteous Resists change / criticizes others and authority <input type="checkbox"/> = U* Makes excuses for not completing work Unapproachable, rude Expectations expressed Objects and / or defies
5.0 Express Communication:	<input type="checkbox"/> = O Excellent written skills Articulates decisions, thoughts clearly and professionally Considers confidentially before sharing with others <input type="checkbox"/> = S Deals tactfully with co-workers and public Represents the organization well when dealing with others <input type="checkbox"/> = N* Lacks knowledge of appropriate means of communication Occasionally inappropriate interactions with others during the course of the work environment <input type="checkbox"/> = U* Frequently communicates with others in an inappropriate manner Frequently disseminates or disrupts environment with use of poor communication / lack of consideration of others

Performance Improvement Plan attached

Additional pages attached Yes No

Retain Yes No Retain with PIP

Employee's Comments: _____

Supervisor's Comments: _____

Employee signature indicates that the evaluation has been seen by and discussed with the employee but does not necessarily constitute agreement.

Signature of Employee: _____ Date: _____

Signature of Evaluator/Supervisor: _____ Date: _____

Employee response attached Yes No

The evaluation will be placed in the employee's District Office Personnel file. The employee has the right to respond within five (5) working days, either in the comment section or on a separate sheet to be attached to this evaluation.

After evaluation is signed, make two (2) copies, one (1) for the employee and one (1) for evaluator/supervisor's file. Send original signed evaluation to the District Office Human Resources Office to be placed in employee's personnel file.

Merced Union High School District
Classified Employee
Performance Improvement Plan

Name: _____

Current Supervisor: _____

Review Date: _____

CURRENT PERFORMANCE ISSUE (S)	PERFORMANCE ACTION PLAN (S)

Employee signature indicates that the PIP has been seen by and discussed with the employee.

Signature of Employee: _____ Date: _____

Signature of Evaluator/Supervisor: _____ Date: _____

ARTICLE XV

LEAVES

A. Bereavement

1. For absence occasioned by death in the employee's immediate family, no deduction pay will be made until such absence exceeds five (5) days. See article XV, Section C-1 for regulation pertaining to extension of bereavement leave.
2. Immediate family as used in this Section means mother, father, grandchild, grandmother or grandfather, great-grandmother or great-grandfather of the employee or the spouse/domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, or brother or sister of the employee, brother-in-law, sister-in-law, or any relative living in the immediate household of the employee. Immediate family shall also include "step" family members in each of the above relationships.

B. Sick Leave

1. Employees may use sick leave when they are compelled to be absent from regular duty because of accident, illness, injury, quarantine, or temporary disability.
2. Sick leave with full pay shall be granted annually on the basis of one (1) day for each full month the employee is assigned to work. 180-day employees shall be granted leave on the basis of ten (10) days for a full assignment year. In addition, all employees shall annually be granted hours of sick leave equivalent to one half (1/2) the number of hours worked in a normal work day. This additional leave may be used as personal necessity leave on Good Friday or as additional sick leave at other dates and times during the school year.
3. Unused sick leave will be accumulated from year to year without limit or restriction.
4. The accumulated sick leave becomes available on the first required service day of the annual duty year.
5. If an employee has at least thirty (30) days of accumulated sick leave and the employee requests and is granted leave under the California or Federal Family Medical Leave Acts, the employee may use their sick leave to care for the serious health condition of the employee's child, parent, or spouse. The term "serious health condition" and the terms "child", "parent", and "spouse" shall be as defined by state and federal family medical leave laws. Employees must complete District required FMLA documents.

Employees must retain at least fifteen (15) days of accumulated sick leave for their own use and may not use more sick leave than the number of days of leave permitted under the FMLA.

6. If an employee working less than seven (7) hours per day and 180 days per year has at least thirty (30) days of accumulated sick leave, the employee may use their sick leave to care for the serious health condition of the employee's child, parent, or spouse. The term "serious health condition" and the terms "child," "parent", and "spouse" shall be as defined by state and federal family medical leave laws. Employee must complete District required FMLA documents even though the employee is not eligible for family leave. Employees must retain at least fifteen (15) days of accumulated sick leave for their own use and may not use more sick leave than the number of days of leave permitted under FMLA.
7. A classified employee shall once a year on July 1 be granted a total of 100 days of paid sick leave, including the days of sick leave the employee is entitled to under Section B.2, above. The days of sick leave in addition to those described in Section B.2 shall be compensated at 50 percent of the employee's regular salary. These additional days of sick leave are exclusive of any other paid leave (including accumulated sick leave), holiday, vacation, or compensatory time off. These additional days at 50 percent pay shall not accumulate from year to year.
8. Sick leave for employees working less than five (5) days/week shall be in the proportion as their employment is to a five day/week schedule.
9. The Superintendent or his/her designate may require a certificate from a regular licensed physician or practitioner verifying illness or temporary disability when the District has reason to believe the employee is violating this provision. Such verification may be the employee's physician, or, if requested by the Superintendent or his/her designate, verification by a physician selected by the Superintendent or his/her designate and paid by the District. Such ruling shall not discriminate against evidence of treatment and the need therefore by the practice of the religion on any well-recognized church or denomination.

C. Personal Necessity (Education Code Section 45207)

At the election of the employees, up to ten (10) days of accumulated sick leave may be used in any school year for the following purposes: (An employee may request an extension of this provision from the Superintendent or his/her designee.)

1. Extension of bereavement leave stipulated in Part A of this Article.
(Advance authorization not required.) In addition, personal necessity leave may be used for bereavement as a result of death of the employee's extended family member which shall include aunt, uncle, niece, or nephew either through blood or affinity and to include "step" family members in each of these relationships.
2. Incident involving his/her person or property, or the person or property of a member of his/her immediate family, as defined in Part A of such emergency nature that the immediate presence of the employee is required during his/her work day. (Advance authorization not required.)
3. Appearance in court as a litigant, or as a witness under official order.
(Advance authorization required.)
4. Serious or critical illness of a member of the immediate family, as defined in Part A of such an emergency nature that the immediate presence of the employee is required during his/her work day. (Advance authorization not required.)
5. One day of paternity leave for father is permitted under this Article. (Advance authorization required.)
6. Response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee of such emergency nature that the presence of the employee is required during his/her regular working hours and no alternative meeting time during non-duty hours can be arranged.
(Advance authorization required.)
7. Other personal business at the employee's discretion not to exceed three (3) working days, if approved by the Superintendent or his/her designate. (Advance authorization required.)
8. In a year when an employee is chief officer or chief officer elect of a civic, nonsectarian, nonpolitical organization, such absence, not to exceed two (2) days a year, may be

charged against sick leave, if the Superintendent or his/her designate so authorizes and the employee requests. (Advance authorization required.)

9. Religious observance. (Advance authorization required.)
10. To any item in section where advance authorization required, the employee is entitled to appeal the decision to the Superintendent or his/her designee. Employee must notify the site supervisor an appeal is in process.

D. Industrial Accident and Illness

1. Any employee absent because of injury or illness which arises out of or in the course of his/her employment shall be allowed up to sixty (60) days industrial accident or illness leave for the time during which he/she is receiving temporary disability benefits under the workmen's compensation laws of this state. Such leave shall not be accumulated from year to year. Such leave shall commence on the first day of absence.
2. The employee shall not be entitled to receive wages or salary from the District during any calendar month which, when added to the temporary disability benefits, will exceed a full month's salary.
3. Industrial accident or illness leaves shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
4. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
5. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided by sick leave, and his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continued to receive temporary disability indemnity, such will result in a payment to him/her of not more than his/her full salary.
6. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

7. While receiving benefits under this Article no employee may leave the state of California unless so authorized by the Board of Trustees.

E. Pregnancy Disability Leave

1. Unit members who are disabled due to pregnancy shall be entitled to pregnancy disability leave as provided by the California Fair Employment and Housing Act. To the extent any of the provisions in this section conflict with federal or state law, federal or state law shall govern.
2. A unit member is disabled due to pregnancy when, in the opinion of her health care provider, she is unable to perform any one or more of the essential functions of her job without undue risk to herself, to her pregnancy's successful completion, or to the other persons. This includes, but is not limited to, disability due to pregnancy-related medical conditions, childbirth, loss or end of pregnancy, or recovery from pregnancy-related medical condition, childbirth, or loss or end of pregnancy. Pregnancy disability leave is not available for the purpose of childcare, child rearing or preparation of childbearing.
3. Unit members disabled due to pregnancy may use available sick leave as provided in Section B of this Article while on pregnancy disability leave.
4. Unit members disabled due to pregnancy may also use accrued vacation as provided in Article XVII, Section J while on pregnancy disability leave.
5. If the unit member wishes to use pregnancy disability leave, she shall file a written request for such leave with her supervisor at least four (4) weeks in advance, except in the case of an emergency. In the event of an emergency, the unit member shall notify her supervisor in writing regarding her need for pregnancy disability leave as soon as possible.
6. Pregnancy disability leave shall be verified by a note or other written statement from the unit member's health care provider certifying that the unit member is disabled due to pregnancy, as defined in subsection 2 above, and the length of leave required.
7. A request for pregnancy disability leave shall be deemed a request for Family Medical Leave, as provided in Section L of this Article. Pregnancy disability leave shall run concurrently with Family Medical Leave.

F. Parental Leave

An employee shall be entitled to use up to 12 work weeks of parental leave for reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the employee shall be entitled to receive no less than 50 percent pay in accordance with Article XV, Section B.7 for the remainder of the up to 12 work week period. Parental leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA). The total aggregate parental leave and CFRA leave taken shall not exceed 12 work weeks in a 12 month period. Parental leave need not be continuous from the birth, adoption or foster care placement of the child and may be taken up to one calendar year from the birth, adoption or foster care placement of the child.

G. Military

Unit members shall be granted military leave in accordance with the provisions of the California Education Code and of the Military and Veterans Code.

H. Jury Duty and Official Witness

1. Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her principal or supervisor.
2. Employees called for jury duty shall be released for such purpose and shall receive in wages for the period of absence an amount which when combined with his/her jury duty fee will total his/her regular salary.
3. An employee on day shift shall be required to report for duty or return to work during any portion of the work day which does not conflict with jury duty. An employee on swing shift shall not be required to report to work on a day in which he/she performs a full day of jury duty unless he or she is released from duty early in which case the employee shall report to work on day shift and work only the number of hours which when added to the jury duty service would equal a full work day. Employees who do not serve a full day on jury duty shall return to work only if there is more than 1 hour remaining on their shift. An employee is authorized up to sixty (60) minutes for travel/clothes change prior to and after reporting for jury duty (if applicable).

4. When an employee is required to appear in court as an official witness, which appearance is not brought about through his/her connivance or misconduct, such employee shall be released and paid full wages for the required period. Any witness fees paid shall be deducted from the employee's wages.

I. Long-Term, Without Pay

1. Each applicant with long term leave of absence without pay shall have rendered two (2) complete years of satisfactory service within the District before leave may be granted.
2. Leave may be granted for a six-month period and may be extended to one (1) year. The granting of leave shall be dependent upon the procurement of a substitute satisfactory to the Superintendent or his/her designate.
3. Leaves of absences may be granted for one of the two reasons:
 - a. Rest and recuperation.
 - b. Other endeavors beneficial to the District.
4. At the expiration of leave the employee shall be assigned to a position of equal status but no guarantee can be given that it will be the specific assignment he/she had at the time the leave was granted. He/she shall be returned to full salary status within the District in an assignment commensurate with his/her training and experience. The position shall be reasonably comparable to the position vacated when leave was granted.
5. The Board of Trustees of the District shall be free of any liability for the payment of any compensation for damages in case of death or injury of an employee while on leave.

J. Short-Term, Partial Pay

1. When, in the judgment of the Superintendent or his/her designate, an employee has a valid reason to request a leave but such does not fall within the nine (9) reasons cited in Article XV, Section C, leave may be granted for a short duration.
2. In such case the employee shall have subtracted from his/her pay the amount actually paid a substitute or what would be paid a substitute if none is procured.

K. Catastrophic Leave

1. Catastrophic illness or injury means an illness or injury to the employee or his immediate family, that is expected to incapacitate the employee, or require the

employee to care for the immediate family member for an extended period of time because he/she has exhausted all his/her leave and comp time.

2. The immediate family is defined for the purposes of this paragraph as spouse, children, parents of the employee and other legal dependents.
3. Approval of catastrophic leave allows other classified employees in the District to donate sick leave to the requesting employee.
4. The requesting employee shall provide doctor's verification of the catastrophic illness or injury. Requests for catastrophic leave will be reviewed on a case by case basis by the Human Resources Office. Approved catastrophic leave is not to exceed a total time period of one (1) year from the date of the original request. The Human Resources Office will then direct the CSEA President or designate to solicit contributions of sick leave. Sick leave donated by employees shall be numbered as it is received in the Human Resources Office and shall be used by the requesting employee in the order received. Unused donated sick leave shall be restored to contributing employee(s).
5. Contributing employees must maintain a minimum of fifteen (15) days of sick leave for their own use, and may not donate more than forty (40) hours per year, in increments of four (4) hours or more.
6. Such forms that may be necessary to properly document and administer the provisions of this paragraph shall be developed by the District.
7. Catastrophic leave will not be approved for illness or injury which qualifies the employee for Worker's Compensation benefits.
8. Application or use of benefits in this paragraph shall not affect personnel decisions concerning the employee.

L. Fitness for Duty Examinations

1. An employee who seeks to return to work following a leave of absence due to industrial or nonindustrial illness or injury shall present a medical release from his/her physician or psychiatrist indicating whether the employee is fit to return to work and specifying any restrictions.
2. Upon or following an employee's return from a medical leave of absence, the District may require an employee to submit to a fitness for duty examination by a physician or

psychiatrist or physical/occupational therapist selected by the District if the District has a reasonable belief that an employee's present ability to perform the essential functions of the job is impaired by a medical condition.

3. At any time, the District may require an employee to submit to a fitness for duty examination by a physician or psychiatrist or physical/occupational therapist selected by the District when it reasonably suspects based on objective evidence that the employee poses a direct threat to self or others in the work place.
4. The District shall provide the physician or psychiatrist or physical/occupational therapist with any information it possesses describing the essential job functions of the position, including, but not limited to, the job description of the position. The health care professional shall be entitled to review documentation depicting the work performance issue(s), if any, giving rise to the exam. The scope of the medical examination shall be limited to what is needed to determine whether the employee is able to work. An employee shall be deemed to "pass" the fitness for duty examination if the physician or psychiatrist or physical/occupational therapist determines that the employee can perform the essential job functions of the position and is not a direct threat to self or others. An employee who passes the fitness for duty examination shall be permitted to return to work.
5. If the District-selected physician or psychiatrist or physical/occupational therapist indicates that the employee is not fit to return to work, the employee may request examination by a third medical practitioner. The employee shall be entitled to choose the examiner from a list of three (3) to five (5) medical practitioners provided by the District. The third examiner's statement on the employee's fitness for duty shall be binding on the District and the employee. The cost of the second (and third examination, if necessary), shall be borne by the District and shall include reimbursement for lodging, food, and mileage, if necessary.
6. An employee who is determined by the second and/or third examiner to not be fit to return to work may continue to use his/her remaining leave rights. Alternatively, such an employee may seek to return to work under the District's policies and regulations regarding the accommodation of individuals with disabilities. In order to initiate that process, the employee shall return to his/her treating physician or psychiatrist and share

the information from the fitness of duty examination(s). The employee shall have the medical practitioner complete the District's Medical Verification of Disability form. The medical practitioner shall report his or her independent findings limited to the questions asked on the form. All medical information received by the District shall be considered confidential and shall be kept in a sealed envelope in the employee's personnel file to be opened only upon authorization by the Assistant Superintendent of Human Resources or as otherwise required by law. The employee shall be entitled to receive copies of all medical information related to the employee, which is generated by participation in this Fitness for Duty examination process.

7. If the employee's physician or psychiatrist indicates that the employee is disabled, the District and employee will engage in the interactive process described in AR 4032 in order to determine whether the employee can safely perform the essential job functions of the position with reasonable accommodation(s). Under this process it is the responsibility of both the District and the employee to actively participate in the interactive process by providing information relating to the asserted disability, discussing the employee's functional limitations, and suggesting and analyzing options for reasonable accommodation.
8. If the procedures described in subsections 2-7, above lead to a determination that the employee is fit to return to work with or without reasonable accommodation, the employee shall have credited back to him/her any paid leave used after the employee initially presented the medical release from his/her physician or psychiatrist. If such a member did not have sick leave available to cover the absence, the member shall receive the pay he/she would have received if the member returned to work at the time the member presented the initial release from his/her physician/psychiatrist. No bargaining unit member shall be placed on the 39 month reemployment list until the procedures described in subsections 2-7 are completed. The District's obligations in this subsection 8 are conditioned upon the employee participating in the process in a reasonably diligent manner.
9. If an employee is determined not to be fit for duty and does not seek to return to work under the District's policies and procedures for accommodation of individuals with disabilities, the District will apply for CalPERS disability retirement for the employee.

The employee shall participate in a reasonably diligent manner in order to complete the CalPERS process. If CalPERS determines that the employee is fit for duty, the employee shall be subject to this section to the same extent as an employee returning from leave of absence.

M. Family and Medical Leave

Unit members shall be entitled to family and medical leave pursuant to the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”). If the provisions of this section conflict with the rights provided by law under the FMLA/CFRA, and the FMLA/CFRA shall govern.

1. Eligibility: In order to be eligible for leave under this section, a unit member must have been employed by the District for at least twelve (12) months and have actually worked 1,250 hours of service in the previous 12-month period from the date leave is requested. Family and medical leave may be taken for the following reasons:
 - a. Because of the birth of the unit member’s child, and in order to care for the child.
 - b. Because of the placement of a child with the unit member for foster care or in connection with the unit member’s adoption of the child.
 - c. To care for the unit member’s child, parent or spouse with a serious health condition.
 - d. Because of the unit member’s own serious health condition that makes the unit member unable to perform the functions of his/her position.
2. Definitions:
 - a. A “serious health condition” under this section is an illness, impairment, or physical or mental condition, which involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment or supervision by a physician or psychiatrist health care professional.
 - b. A “child” under this section means biological, adopted or foster child, a stepchild, a legal ward.
 - c. A “parent” under this section means a biological, adoptive or foster parent, a step parent, or legal guardian.

3. Duration:

An eligible employee shall be entitled to 12 workweeks of unpaid leave per year. For the purposes of this section, a “year” shall be measured 12 months from date the unit member began the family or medical leave. The 12 workweeks of family and medical leave shall run concurrently with other paid leaves from the date of the District’s notice that the employee has qualified for such leave, except that the 12 workweeks of family and medical leave shall run consecutively to any leave taken because of disability on account of pregnancy, childbirth, or related medical condition.

4. Notice and Verification:

If the unit member’s need for leave is foreseeable, the unit member shall provide thirty (30) day notice of intention to take leave. If the leave is not foreseeable, the employee must provide notice as soon as practical. The may require verification from a health care professional of the need for leave under this section.

5. Benefit Protection and Reinstatement:

During leave of absence under this section, the District shall maintain health benefit coverage for a unit member who otherwise receives health benefits. The District may recover premiums paid for maintaining coverage if the unit member does not return from leave, unless the failure to return was caused by the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee. A unit member returning from leave under this section will be restored to his/her previous position. This leave shall not constitute a break in service for purposes of longevity or seniority under this bargaining agreement.

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ARTICLE XVI
HEALTH BENEFITS

A. Employee Health and Welfare Benefits

1. The District shall provide eligible bargaining unit members and their eligible dependents with health, dental, prescription, and vision plans (“Health Benefits”) from a carrier selected by mutual agreement between the District and the Association. Dependent eligibility shall be determined by the District’s providers in accordance with all requirements of law. Eligible bargaining unit members shall be provided with at least two (2) plan options from which to choose.
2. Effective for the 2022-2023 Enrollment Period, the District’s total annual contribution for all Health Benefits for eligible unit members and their eligible dependents shall be \$14,691.00 per employee, per year or \$1,335.54/employee/month on an eleven (11) month basis. All costs in excess of the District’s contribution shall be paid by unit members via payroll deduction on an eleven (11) month basis. Unit members shall be provided with the additional option to enroll in the Anchor Bronze plan as part of the District’s health benefit package.
3. In addition to the District’s contribution toward Health Benefits, the District agrees to pay the annual premiums for \$10,000 term life insurance coverage for eligible unit members.
4. To be eligible for the District’s contribution toward Health Benefits and life insurance premiums payments, the unit member must work at least four (4) hours per day for at least one hundred and eighty (180) days per year as a regular classified employee and not as a substitute, temporary or short-term employee.
5. If the District’s Health Benefits provider offers a discount for married couples who both purchase Health Benefits, the savings shall be used to reduce the total premiums for all unit members.
6. Unit members shall be eligible to commence Health Benefits coverage on the first day of the month following the month of the unit member’s enrollment.

7. Employees who work the full work year normal for their position immediately prior to their separation from employment shall continue to receive the District's monthly Health Benefit contribution until September 30 of the year of their separation.
8. Employees who do not work full work year normal for their position immediately prior to their separation from employment shall continue to receive the District's monthly Health Benefits contribution only until the first of the month following their separation.
9. Employees who finish a work year but are in paid status less than 75% of such year because of appointment after the normal commencement date for that year, shall be covered only until the first of the month following the date of separation.

B. Health Insurance: Coverage Year

1. An eligible classified employee for District-paid medical and dental insurance is one who is employed to work at least four (4) hours daily for 180 days of the school year other than in a substitute, temporary, or short-term position.
2. All eligible employees for which the District pays either part or all of the premium shall commence such coverage the first day of the month following the month an enrollment card is submitted to the District.
3. Employees who complete a full work year normal for their position immediately prior to separation shall be covered until the succeeding August 31 at District expense.
4. Employees who separate prior to the completion of a full work year normal for their position shall be covered only until the first of the month following the date of separation.
5. Employees who finish a work year but are in paid status less than 75% of such year because of appointment after the normal commencement date for that year shall be covered only until the first of the month following the date of separation.

C. Conversion of Anniversary Years for Benefits

1. Regular employees working at least a 180-day school year for at least four (4) hours per day, who subsequent to their anniversary date, extend either their workday in hours and/or their work year in days, will continue to be credited with the anniversary years accumulated regardless of whether or not there is a change in job classification.

2. Part-time bus drivers who later are assigned to another classification may be given up to three (3) years credit for their part-time bus driving experience in accordance with article XVII, Section C-1.

D. Health Insurance: Coverage for Retirees

1. Those employees hired prior to July 1, 2004, fifty-five years of age or older who qualify under the Public Employees' Retirement System, may upon direct retirement from the Merced Union High School District, elect to remain in the group comprising active employees for the purpose of insurance for medical protection. Those employees hired on or after July 1, 2004, sixty years of age or older and who qualify under the Public Employees' Retirement System, may upon direct retirement from the Merced Union High School District, elect to remain in the group comprising active employees for the purpose of insurance for medical protection. Those employees who retire and drop their medical coverage shall not be eligible to regain coverage in the District group.
2. Eligibility for inclusion in the group will be subject to the permission of the company providing said insurance. Retirees must have been regularly employed by the Merced Union High School District for not less than fifteen (15) years and shall have fulfilled a "contract" of at least four (4) hours a day for a minimum of 180 days annually in the work year immediately prior to retirement in order to be eligible for District coverage. Employees whose initial date of hire was after October 1, 2007 must have been regularly employed by the Merced Union High School District for not less than fifteen years and shall have fulfilled a "contract" of at less six (6) hours a day with a minimum of 180 days annually in the work year immediately prior to retirement in order to be eligible for District coverage. Nothing in this section is intended to prevent retirees who have not completed fifteen (15) years of service from receiving coverage for which they pay their own premiums provided they elect to do so at the time of retirement.
3. Premiums for health insurance coverage for the eligible retired employee shall be paid by the District until the retiree attains Medicare age or for ten years from the point of retirement, whichever comes first.
4. Retirees may continue health insurance coverage at Medicare age or older, and may provide coverage for dependents by paying the premiums, provided there is no break in coverage from the point of retirement.

5. Premiums for dependents shall be paid in advance to the District in quarterly installments for 12 months coverage. The premiums for the first installment of the first year's coverage shall be paid not later than the fifteenth day of the month following the last coverage month subsequent to retirement. Thereafter, premiums shall be paid not later than the fifteenth day of the month prior to the current quarter. Failure to pay premiums on time and in the prescribed manner will terminate coverage.
6. Premiums for retiree who attain their Medicare age birthday shall be paid in advance in quarterly installments for 12 months coverage. The due date for the first quarterly premiums shall be the fifteenth of the next succeeding month following the retiree's Medicare age birthday and shall continue to be paid not later than the fifteenth day of the month prior to the current quarter. The retiree shall be responsible for payment of any increase in premiums occurring during the 12 months. Failure to pay premiums on time and in the prescribed manner will terminate coverage.
7. Premiums for retirees less than Medicare age and who are ineligible for District-paid insurance must be paid in quarterly installments not later than the fifteenth day of the month prior to the current quarter. The retiree shall be responsible for payment of any increase in premiums occurring during the 12 months. Failure to pay premiums on time and in the prescribed manner will result in termination of coverage.
8. The benefits provided by this Section are subject to any changes made in future negotiations, and in no event shall the benefits or premium contributions provide retirees exceed those provided those provided active employees. However, the District will enhance the retiree benefit program for all retirees who have retired or retire on or before September 30, 2006, for those that qualify under other provisions of the collective bargaining agreement. The District will pay the full premium for the higher cost plan for retirees retiring on or before September 30, 2006, under this option.
9. For qualified retirees, who retire between October 1, 2006 and September 30, 2007, the District will pay for medical and prescription benefit premiums (Tiered Rate Plan) for retiree and dependents not to exceed the active employee CAP until the Medicare age birthday of the employee.

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ARTICLE XVII
REMUNERATION

A. Salaries

1. Effective July 1, 2021 a 2.20% increase to the base salary schedule. Retroactive pay shall be for unit members employed at the time the parties sign the agreement. No retroactive pay for overtime worked or extra hours. One-time, off schedule bonus in the amount of \$3,473.00 for the 2021-22 for members employed at the time the parties sign the agreement. For the 2022-23 school year, the salary schedule shall be increased in parity with the same percentage salary schedule increase, health and welfare benefits increase and same one-time off schedule bonus (if any) in the same format received by any other District bargaining unit for the 2022-23 school year (if the bonus is a percentage, it may be divided evenly among unit members at CSEA's request).
2. Effective July 1, 2021, the salary schedule will be increased by 2.20% (percent). Effective July 1, 2022, the salary schedule will be increased by 10.00% (percent).
3. Employees called back on an emergency basis will be compensated for a minimum of two hours at time and one-half.

B. Salary Schedule Placement: New Employees, Former Employees, Substitutes

1. Effective July 1, 1980, no classified employee will be assigned to split steps on the Salary Schedule. Those hired or who have anniversary dates of January 31 or before will progress to the next full step on the Salary Schedule, those hired or who have anniversary dates of February 1 or after will repeat the step on which they are assigned.
2. New employees to the District who have not had experience within the last five (5) years immediately prior to the employment date that parallels the duties of the position for which they are hired, shall be placed on Step 1 of the Salary Schedule. Those with parallel experience in the immediate prior fire (5) years may be placed up to Step 4 on the Schedule.
3. Former employees with parallel District experience within the last five (5) years immediately prior to the reemployment date may be placed up to Step 4 on the Schedule or if returning to the same position or one on a lower range in the same classification

within 39 months of the separation date shall be placed on the step to which they were entitled when they previously separated.

4. When appointments are made to a higher salary range, the salary on the new range will be on the same step of the old range.
5. A regular employee substituting in a position of a higher salary range for an interval which exceeds five (5) working days in a fifteen (15) calendar day period shall be entitled the pay for the position based upon their current step.

C. Hourly Wage Equivalent

1. The hourly equivalent of monthly salaries shall be computed by multiplying the monthly salary by 12 and dividing the product by 2,080 hours.
2. The rate so established shall be used for the purpose of computing deductions for absences, computing overtime compensation, and for computing salaries of 180-day employees.

D. Monthly Wages

1. Ten (10), eleven (11), and twelve (12) monthly employees shall be paid at the monthly rate as shown on the Salary Schedule.
2. Employees working only on days when school is in session shall have their salaries computed on the basis of 180 days. Days worked in excess of 180 days shall be compensated at the regular or overtime rate, whichever is applicable.

E. The Workweek of a Classified Employee

1. The regular workweek of a classified employee shall not exceed forty (40) hours. The regular workday shall be eight (8) hours.
2. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Also, nothing in this Section shall be deemed to prevent the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions.
3. Any hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be deemed overtime and paid at the rate of time and half in pay or compensatory time.

4. Notwithstanding the provisions of the Education Code, the work week shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such employee shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the workweek at a rate of equal to one and one half times the regular rate of pay of the employee designated and authorized to perform the work.
5. All full-time “swing shift” employees working four (4) or more hours between 5:00 p.m. and 12 a.m. (midnight) shall have a minimum workweek of thirty-six and one half (36 ½) hours based on five (5) days of a minimum of seven and one fourth (7 ¼) hours. Compensation shall be made for a full eight (8) hours.
6. All full-time “graveyard shift” employees working four (4) or more hours between 12:00 a.m. (midnight) and 6:00 a.m. shall have a minimum workweek of thirty-five (35) hours based on five (5) days of a minimum of seven (7) hours. Compensation shall be made for a full eight (8) hours.
7. The District may flex the workday hourly schedule of “day shift”, “swing shift”, and “night shift” employees on days when there are special events scheduled outside of the regular work day limited to graduation, back to school night, report card night, so as to maintain a work day of eight (8) hours for such employees while providing the District with needed classified services at such events.

The following protocol will be used in regard to these special events:

At least two (2) weeks before these special events, the District will ask for volunteers to work overtime. Employees shall have forty-eight (48) hours to respond. In the event that there are insufficient volunteers to work overtime, the District will first seek volunteers to work a flexed schedule assignment. If there are insufficient volunteers to work a flexed schedule, the District may assign an employee a particular flexed schedule assignment. These involuntary assignments shall be in reverse seniority order (i.e. lowest seniority first).

F. Compensation for Overtime Including Holidays

1. Classified employees shall be compensated at the rate of time and one half either in wages or compensatory time off whenever required to work in excess of eight (8) hours

in any single day or forty (40) hours in any single workweek. When asked to work beyond their regular working hours, classified employees shall have the choice of receiving overtime pay or compensatory time off. Effective July 1, 2013, compensatory time off not taken within the fiscal year of its granting shall be paid out at the employee's hourly rate. No amount of compensatory time off shall be carried over from one (1) fiscal year to the next. The scheduling of the compensatory time off must be mutually agreed in advance by the employee's immediate supervisor.

2. When required to work on Board-declared recesses, employees shall be paid at no more than the regular rate of pay.
3. An employee who is required to work on a legal holiday shall be compensated at the rate of time and one half in addition to his/her regular salary.

G. Reporting Work Hours

For payroll purposes, time worked shall be reported in increments of one quarter of an hour if a fractional part of an hour is involved.

H. Layover Pay, Bus Drivers

1. Drivers shall be paid for all driving time and time they are required to attend the bus up to a maximum of sixteen (16) hours for each day involved in travel.
2. From the second day forward of a trip, the driver shall not be paid for less than eight (8) hours of combined driver and layover time unless a partial day is involved on the return day. In the case of the latter, his/her time begins from his/her starting hour or 8:00 a.m., whichever comes first.

I. Holidays, Recesses, and Compensation

1. **Legal Holidays.** All classified employees shall be entitled to all holidays as required by the Education Code of the state of California and the adopted calendar for the affected school year.
2. **Board-Declared Recesses.** Any eight-hour day per classified employee who would normally be required to work on December 24 and/or December 31 shall be granted four (4) hours' time off without reduction in pay.
 - a. When Christmas or New Year's Day falls on a weekend or Monday, the employee will receive four (4) hours off on the last working day immediately preceding the holiday.

- b. Such time off shall be taken after four (4) hours of duty.
 - c. Part-time employees shall be granted only those hours off which they would normally work after 12:00 noon. In no case would these hours exceed more than one half (1/2) of their regularly scheduled working hours.
 - d. For the purpose of granting holidays or recesses, it will be assumed that all full-time employees are assigned Monday through Friday even though Saturday or Sunday may be included as part of their five (5) day workweek.
3. Martin Luther King's birthday shall be observed as a paid holiday for all classified employees. The day of observance shall be in accordance with state declared holiday.

J. Vacation Allowance

- 1. Regular classified employees shall be granted vacation at the rate of one (1) assignment day for each month worked.
- 2. If a classified employee has worked regularly for five (5) year by any July 1, he/she shall be granted vacation at the rate of a day and a half per month during the sixth, seventh, eighth, ninth, and tenth years worked. If the employee is hired January 31 or before (the initial employment year), he/she shall receive credit for a full, regular employment year for the purposes of vacation allowance determination. Those hired February 1 or after, will not receive vacation allowance credit for their initial employment year. Paragraph 2 of this Section will become effective July 1, 1981.
- 3. Beginning in the eleventh year, if the employee has worked regularly, the following vacation allowance will be granted:

Length of Employee Work Year	Annual Days of Vacation
12 month	20
11 month	18
10 month	16
180 day	14

- 4. Employees who terminate prior to the conclusion of their work year will be granted vacation or in lieu of compensation on a pro rata basis.
- 5. Vacation days shall not be accumulated from year to year except that on each July 1, the employee may carryover a maximum of 5 vacation days. Exception to this carryover policy may be authorized by the Superintendent or his/her designate.

6. Vacation days are to be taken by employee request with the approval of the immediate supervisor and/or administrator.

K. Tools

The District will pay a \$30/month tool allowance for the Transportation Shop Supervisor, Mechanic II and Mechanic III, \$20/month for Mechanic I, and \$10/month for Transportation Helper/Bus Driver and Bus Driver/Transportation Helper/Router.

L. Bilingual Services

Effective July 1, 2013, when the District advertises a position as “Bilingual preferred,” if a candidate is selected who qualifies to perform bilingual services he/she shall be placed at one (1) range higher on the salary schedule than he/she would otherwise be entitled. Performance of bilingual services shall be considered an essential job skill of a position which receives the higher range pay.

This provision does not apply to positions in which bilingual skills are stated as an essential skill listed in the job description. Unit members who were receiving bilingual pay prior to bilingual skills being reclassified into their job description will continue to be placed at the higher range.

M. Student Health-Related Procedures

A unit member serving in the classification Instructional Aide/Paraprofessional – Special Education whose job description requires that he/she assist with the particular health needs of students (e.g. catheterization, tube feeding, toileting) and who is assigned as a primary responsible caregiver for student(s) shall be paid a salary equal to two (2) ranges higher than the normal range on the salary schedule for that position. A unit member assigned as back-up caregiver for student(s) shall be paid this higher salary on a time card during the period of time that he/she is performing these procedures.

Unit members serving as an Instructional Aide/Paraprofessional – Special Education shall be offered assignment as a primary responsible caregiver or back-up caregiver in the order of seniority. If no volunteers accept the assignment, the least senior unit member in the classification shall be assigned the student health-related duties.

N. Student Medication

A unit member who is assigned the task of monitoring and dispensing medication as the primary responsible caregiver for student(s) shall be paid a salary one (1) range higher than

the normal range on the salary schedule for that position. A unit member assigned as a back-up caregiver for student(s) shall be paid this higher salary on a time card during the period of time that he/he is performing these procedures.

This provision does not apply to position in which monitoring and dispensing medication to students are listed as essential skills listed in the job description.

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ARTICLE XVIII
LAYOFFS AND REEMPLOYMENT

- A. The work forces of the District may be reduced due to insufficient funds, reduced work load, combination or elimination of jobs, or when reemployment rights of an employee on military leave make such action necessary. For purposes of this Article any reduction of hours, days, or work year shall be subject to the additional procedures set forth in subdivision M.
- B. An employee may voluntarily consent to a reduction in hours of employment or to an assignment to a classification lower than that in which the employee has permanence in order to avoid layoff.
- C. The employee with the least seniority in the affected classification plus seniority accrued from serving in a higher classification shall be laid off first.
- D. A permanent employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.
- E. An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in the above paragraph.
- F. A written notice of layoff shall be given to affected regular employees no later than sixty (60) calendar days prior to the effective date of the layoff.
- G. Employees employed in specially funded programs terminating at the end of the school year shall be given written notice on or before April 29 of their termination effective June 30. Employees employed in specially funded programs terminating at a date other than June 30 shall be given written notice of termination not less than sixty (60) calendar days prior to the effective date of their layoff.
- H. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Employees named on the list are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in their former class, or in a lower class if so elected, in preference to new applicants. In addition, such persons laid off have the right

to participate in promotional examinations within the District during the period of thirty-nine (39) months.

- I. Employees who take voluntary demotions in lieu of layoff 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 24 months; provided that the same tests of fitness under which they qualified for appointment to the class still applies. The Board of Trustees shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.
- J. All employees serving in restricted, temporary, or substitute positions within the job classification being laid off must be terminated first before regular employees can be laid off.
- K. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by Section F or Section G.
- L. Seniority shall be calculated by date of hire by the District into a bargaining unit classification.
 - 1. Ties will be broken first by initial date of hire within the bargaining unit, then, if necessary, by a toss of a coin.
 - 2. Date of hire means first date in paid status in the classification. Substitute service is not counted.

The above contract language will result in providing seniority credit for each day of paid service in the classification or higher classifications in paid status or approved leaves.

- M. The District shall notify CSEA in writing of its intent to recommend a reduction in hours, days, or work year at least twenty-one (21) calendar days prior to presenting a specific proposal to the Governing Board. Upon CSEA request, the District will meet with CSEA to present the proposed plan for reductions. The parties shall in good faith negotiate the decision, impacts, and effects of such reductions. If agreement is not reached within twenty-one (21) calendar day period, CSEA agrees that the District may implement the reductions and CSEA will not pursue impasse. The parties shall thereafter continue to negotiate impact and effects pursuant to their rights and obligations under the EERA.

If there is a final determination through PERB processes that the District committed an unfair labor practice as alleged in Statement of Charges attached to CSEA's pending charge against the District in case # SA-CE-2548-E, then these changes to Article XVIII shall be immediately null and void.

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ARTICLE XIX
LENGTH OF AGREEMENT

The agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024. Negotiations is closed for the 2021-22 school year. For the 2022-23 school year, Remuneration and Health Benefits are closed and each party will be able to reopen two non-economic articles other than Remuneration and Health Benefits. For the 2023-24 school year the parties shall negotiate salary, health and welfare benefits and up to two articles selected by each party.

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ARTICLE XX
SUBCONTRACTING

- A. The District will notify CSEA of the transfer of work routinely performed by bargaining unit employees to any other unit, including but not limited to management, supervisory, confidential, certificated employees, or persons not a part of the classified service.
- B. Starting February 5, 1985, work which has or is routinely performed by the unit members, or as set forth in their job descriptions, cannot be performed during their regular work week, the work shall be offered to unit members on an overtime basis unless the work can be performed less expensively by an outside contractor or vendor.

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ARTICLE XXI
COMPLAINT PROCEDURE

A. Purpose

An employee who wishes to raise a complaint about an issue not covered by the collective bargaining agreement may bring a complaint under this procedure. The final decision on a complaint filed under this article is not grievable.

B. Steps in the Complaint Procedure

Step One

The classified employee who has a complaint shall request a meeting with his/her immediate supervisor. The immediate supervisor shall meet with the employee within five (5) working days. The employee and supervisor will attempt to resolve the complaint informally.

Step Two

1. If the meeting at Step One does not resolve the complaint to the satisfaction of the complainant, he/she may submit the complaint in writing, within ten (10) working days from the meeting at Step One, to the administrator in charge of the site or program in which the employee works. (For example: principal, director, program administrator.)
2. The administrator shall hold a meeting with the complainant and other involved parties in an attempt to resolve the complaint. Within ten (10) working days after the meeting, the administrator shall issue a written proposal to resolve the complaint.

Step Three

1. If the employee is not satisfied with the second step decision, he/she may appeal to the Superintendent or designee. The appeal shall be accomplished by forwarding the complaint along with the second step decision to the Superintendent within five (5) days of the receipt of the second step decision.
2. The Superintendent or designee may meet with the parties concerned or review the record. The Superintendent or designee shall issue a decision within ten (10) days after he/she completes review of the complaint, which shall be final.

C. General Rules

1. Nothing in this procedure shall prevent a supervisor or manager from consulting with his/her supervisor in an effort to resolve the complaint.
2. If at any time the employee refuses to cooperate with the complaint procedure or reasonable requests to meet to resolve the complaint, the complaint shall be deemed waived and dropped.
3. The timelines stated herein may be extended by mutual agreement.
4. "Designee" means an individual designated by the Superintendent.

XXX

XXX

APPENDIX I
REGULAR ATTENDANCE PROGRAM

Regular attendance by classified staff members increases the level of service supporting the learning environment which is likely to lead to improved academic performance outcomes for the District's English language learner, low-income, and/or foster youth populations.

I. Professional Development

Consistent with Article XII, for the 2017-2018 school year employees shall be provided 8 hours of professional development focusing on wellness, nutrition, exercise and activity and safety practices in the workplace.

II. Attendance Improvement

An employee who has received disciplinary documentation in his/her personnel file relating to attendance issues in the previous 12 month period shall be:

1. Ineligible for a voluntary transfer as currently provided in Article XIII.G.3.
2. Ineligible for summer school assignments as currently provided in Article XIII.E.3.

“Disciplinary documentation” which counts for inclusion in this program shall be for behavior which would constitute cause for disciplinary action under Article XIV.B under:

14. Repeated and unexcused absence or tardiness
15. Abuse of illness leaves privileges

An employee shall be released from these restrictions if he/she has no further disciplinary documentation for a 12 month period of time.

APPENDIX II
JOB DESCRIPTIONS

The District has established revised job descriptions for Custodian, Career & Guidance Technician, and College, Scholarship & Financial Aid Technician as indicated in Exhibits B, C, and D of the tentative agreement dated February 5, 2019. The parties commit to bargain the effects and impacts of the changes to these job descriptions within the meaning of the EERA after ratification of the Agreement by the parties.*

*Pending completion of these negotiations, Custodians and Groundskeepers shall perform out of class work in each other's respective classifications when requested. In addition, Career & Guidance Technicians and College, Scholarship & Financial Aid Technicians who are currently entering and submitting requisitions into the County QSS program shall continue to perform this job duty.

Based on 2021/2022 salary schedule plus 2.48% - Effective 7/1/22
 (Additional 7.52% based on 2022/2023 salary schedule)

MERCED UNION HIGH SCHOOL DISTRICT
Classified Salary Schedule - 2022/2023

MONTHLY/HOURLY

STEP RANGE	1	2	3	4	5	6	7	8	9	10	11	12	STEP RANGE
A	\$ 2,510 \$ 14.48	\$ 2,621 \$ 15.12	\$ 2,735 \$ 15.76	\$ 2,847 \$ 16.42	\$ 2,953 \$ 17.04	\$ 3,062 \$ 17.68	\$ 3,285 \$ 18.96	\$ 3,509 \$ 20.26	\$ 3,730 \$ 21.50	\$ 3,950 \$ 22.79	\$ 4,176 \$ 24.08	\$ 4,396 \$ 25.35	A
B	\$ 2,621 \$ 15.12	\$ 2,735 \$ 15.76	\$ 2,847 \$ 16.42	\$ 2,953 \$ 17.04	\$ 3,062 \$ 17.68	\$ 3,174 \$ 18.32	\$ 3,397 \$ 19.59	\$ 3,617 \$ 20.87	\$ 3,842 \$ 22.17	\$ 4,061 \$ 23.44	\$ 4,285 \$ 24.72	\$ 4,504 \$ 26.00	B
C	\$ 2,735 \$ 15.76	\$ 2,847 \$ 16.42	\$ 2,953 \$ 17.04	\$ 3,062 \$ 17.68	\$ 3,174 \$ 18.32	\$ 3,285 \$ 18.96	\$ 3,509 \$ 20.26	\$ 3,730 \$ 21.50	\$ 3,950 \$ 22.79	\$ 4,176 \$ 24.08	\$ 4,396 \$ 25.35	\$ 4,614 \$ 26.61	C
D	\$ 2,847 \$ 16.42	\$ 2,953 \$ 17.04	\$ 3,062 \$ 17.68	\$ 3,174 \$ 18.32	\$ 3,285 \$ 18.96	\$ 3,397 \$ 19.59	\$ 3,617 \$ 20.87	\$ 3,842 \$ 22.17	\$ 4,061 \$ 23.44	\$ 4,285 \$ 24.72	\$ 4,504 \$ 26.00	\$ 4,724 \$ 27.26	D
E	\$ 2,953 \$ 17.04	\$ 3,062 \$ 17.68	\$ 3,174 \$ 18.32	\$ 3,285 \$ 18.96	\$ 3,397 \$ 19.59	\$ 3,509 \$ 20.26	\$ 3,730 \$ 21.50	\$ 3,950 \$ 22.79	\$ 4,176 \$ 24.08	\$ 4,396 \$ 25.35	\$ 4,614 \$ 26.61	\$ 4,841 \$ 27.93	E
F	\$ 3,062 \$ 17.68	\$ 3,174 \$ 18.32	\$ 3,285 \$ 19.96	\$ 3,397 \$ 19.59	\$ 3,509 \$ 20.26	\$ 3,617 \$ 20.87	\$ 3,842 \$ 22.17	\$ 4,061 \$ 23.44	\$ 4,285 \$ 24.72	\$ 4,504 \$ 26.00	\$ 4,724 \$ 27.26	\$ 4,951 \$ 28.57	F
G	\$ 3,174 \$ 18.32	\$ 3,285 \$ 18.96	\$ 3,397 \$ 19.59	\$ 3,509 \$ 20.26	\$ 3,617 \$ 20.87	\$ 3,730 \$ 21.50	\$ 3,950 \$ 22.79	\$ 4,176 \$ 24.08	\$ 4,396 \$ 25.35	\$ 4,614 \$ 26.61	\$ 4,841 \$ 27.93	\$ 5,059 \$ 29.19	G
H	\$ 3,285 \$ 18.96	\$ 3,397 \$ 19.59	\$ 3,509 \$ 20.26	\$ 3,617 \$ 20.87	\$ 3,730 \$ 21.50	\$ 3,842 \$ 22.17	\$ 4,061 \$ 23.44	\$ 4,285 \$ 24.72	\$ 4,504 \$ 26.00	\$ 4,724 \$ 27.26	\$ 4,951 \$ 28.57	\$ 5,171 \$ 29.84	H
I	\$ 3,397 \$ 19.59	\$ 3,509 \$ 20.26	\$ 3,617 \$ 20.87	\$ 3,730 \$ 21.50	\$ 3,842 \$ 22.17	\$ 3,950 \$ 22.79	\$ 4,176 \$ 24.08	\$ 4,396 \$ 25.35	\$ 4,614 \$ 26.61	\$ 4,841 \$ 27.93	\$ 5,059 \$ 29.19	\$ 5,282 \$ 30.48	I
J	\$ 3,509 \$ 20.26	\$ 3,617 \$ 20.87	\$ 3,730 \$ 21.50	\$ 3,842 \$ 22.17	\$ 3,950 \$ 22.79	\$ 4,061 \$ 23.44	\$ 4,285 \$ 24.72	\$ 4,504 \$ 26.00	\$ 4,724 \$ 27.26	\$ 4,951 \$ 28.57	\$ 5,171 \$ 29.84	\$ 5,391 \$ 31.11	J
K	\$ 3,617 \$ 20.87	\$ 3,730 \$ 21.50	\$ 3,842 \$ 22.17	\$ 3,950 \$ 22.79	\$ 4,061 \$ 23.44	\$ 4,176 \$ 24.08	\$ 4,396 \$ 25.35	\$ 4,614 \$ 26.61	\$ 4,841 \$ 27.93	\$ 5,059 \$ 29.19	\$ 5,282 \$ 30.48	\$ 5,502 \$ 31.73	K
L	\$ 3,730 \$ 21.50	\$ 3,842 \$ 22.17	\$ 3,950 \$ 22.79	\$ 4,061 \$ 23.44	\$ 4,176 \$ 24.08	\$ 4,285 \$ 24.72	\$ 4,504 \$ 26.00	\$ 4,724 \$ 27.26	\$ 4,951 \$ 28.57	\$ 5,171 \$ 29.84	\$ 5,391 \$ 31.11	\$ 5,614 \$ 32.37	L
M	\$ 3,842 \$ 22.17	\$ 3,950 \$ 22.79	\$ 4,061 \$ 23.44	\$ 4,176 \$ 24.08	\$ 4,285 \$ 24.72	\$ 4,396 \$ 25.35	\$ 4,614 \$ 26.61	\$ 4,841 \$ 27.93	\$ 5,059 \$ 29.19	\$ 5,282 \$ 30.48	\$ 5,502 \$ 31.73	\$ 5,722 \$ 32.99	M
N	\$ 3,950 \$ 22.79	\$ 4,061 \$ 23.44	\$ 4,176 \$ 24.08	\$ 4,285 \$ 24.72	\$ 4,396 \$ 25.35	\$ 4,504 \$ 26.00	\$ 4,724 \$ 27.26	\$ 4,951 \$ 28.57	\$ 5,171 \$ 29.84	\$ 5,391 \$ 31.11	\$ 5,614 \$ 32.37	\$ 5,834 \$ 33.65	N
O	\$ 4,061 \$ 23.44	\$ 4,176 \$ 24.08	\$ 4,285 \$ 24.72	\$ 4,396 \$ 25.35	\$ 4,504 \$ 26.00	\$ 4,614 \$ 26.61	\$ 4,841 \$ 27.93	\$ 5,059 \$ 29.19	\$ 5,282 \$ 30.48	\$ 5,502 \$ 31.73	\$ 5,722 \$ 32.99	\$ 5,942 \$ 34.29	O
P	\$ 4,176 \$ 24.08	\$ 4,285 \$ 24.72	\$ 4,396 \$ 25.35	\$ 4,504 \$ 26.00	\$ 4,614 \$ 26.61	\$ 4,724 \$ 27.26	\$ 4,951 \$ 28.57	\$ 5,171 \$ 29.84	\$ 5,391 \$ 31.11	\$ 5,614 \$ 32.37	\$ 5,834 \$ 33.65	\$ 6,053 \$ 34.94	P
Q	\$ 4,285 \$ 24.72	\$ 4,396 \$ 25.35	\$ 4,504 \$ 26.00	\$ 4,614 \$ 26.61	\$ 4,724 \$ 27.26	\$ 4,841 \$ 27.93	\$ 5,059 \$ 29.19	\$ 5,282 \$ 30.48	\$ 5,502 \$ 31.73	\$ 5,722 \$ 32.99	\$ 5,942 \$ 34.29	\$ 6,166 \$ 35.59	Q
R	\$ 4,396 \$ 25.35	\$ 4,504 \$ 26.00	\$ 4,614 \$ 26.61	\$ 4,724 \$ 27.26	\$ 4,841 \$ 27.93	\$ 4,951 \$ 28.57	\$ 5,171 \$ 29.84	\$ 5,391 \$ 31.11	\$ 5,614 \$ 32.37	\$ 5,834 \$ 33.65	\$ 6,053 \$ 34.94	\$ 6,279 \$ 36.22	R
RANGE STEP	1	2	3	4	5	6	7	8	9	10	11	12	RANGE STEP

Classified Health Benefits CAP - \$14,691.

Approved: 4/13/22; 9/14/22

Effective : 7/1/22

**Merced Union High School District
Classification Assignment to Salary Range List**

Clerical	Range
Accounting Technician.....	K
Adult Education Administrative Assistant	Q
Attendance Secretary.....	K
Campus Administrative Assistant	R
Campus Bookkeeper.....	K
Campus Data Entry/Computer Operator	L
Career & Guidance Technician.....	N
Categorical Program Technician	I
Child, Welfare, Attendance & Safety Secretary	M
Clerk-Typist I.....	G
Clerk Typist II.....	H
Clerk-Typist – Bilingual I.....	H
Clerk-Typist – Bilingual II	I
College Scholarship & Financial Aid Technician	N
District Receptionist/Clerk Typist.....	I
District Test &Data Coordinator	O
Educational Services Assistant	R
Employee Benefits Technician.....	Q
Extended Learning Secretary.....	G
Facilities/Planning Secretary	M
Fiscal Services Assistant	M
Information Technician Assistant.....	O
Instructional Support & Media Tech.....	J
Library Media Technician	L
Maintenance & Operations Assistant.....	R
Nutrition Services Assistant	G
Payroll Technician	Q
Personnel Clerk.....	J
Personnel Technician-Classified	Q
Personnel Technician-Certificated	Q
Program Administration Assistant.....	R
Program Assistant.....	H
Risk Management Assistant	R
Purchasing Warehouse Assistant,.....	I
Registrar.....	L
School Secretary	O
Special Education Secretary	K
Special Services Secretary.....	G
Student Services Secretary	K
Student Support Services Assistant.....	R
Transportation Assistant.....	M

Food Service

Assistant Cafeteria Supervisor	I
Cafeteria Helper	D
Cafeteria Supervisor.....	M

Effective 7/1/22

**Y-Rated (Grandfathered Management Salary Schedule) per CSEA ratification (9/13/22) Network Technician from Network Engineer (ClassMgt). Board Approved – 10/12/22

Maintenance and Operations	Range
Assistant Grounds Supervisor.....	I
Chief Custodian.....	M
Custodian	H
Custodian-Warehouse	H
Custodian - Night Leader	J
District Grounds Supervisor	N
Groundskeeper	H
Maintenance Worker I	H
Maintenance Worker II	O
Maintenance Worker III.....	Q

Transportation

Bus Driver	J
* Bus Driver/TransHlpr/Router	N
Bus Driver Instructor/Router.....	N
Delivery Person/Storekeeper.....	I
* Mechanic I.....	J
* Mechanic II	M
* Mechanic III	N
Relief Bus Driver	J
Student Transporter	H
Transportation Dispatch/Field Trip Coord.....	L
* Transportation Helper/Bus Driver	K
* Transportation Shop Supervisor.....	Q
* Tool Allowance: \$30/mo. Transportation Shop Supervisor \$30/mo. Mechanic II \$20/mo. Mechanic I \$10/mo. BusDriver/TransHlpr/Router	

Miscellaneous

After School Program Specialist.....	J
Campus Liaison Official	J
Child Development Center Supervisor.....	N
Child Development Center Teacher	G
Child Development Center Associate Teacher ...	F
Child Development Center Master Teacher.....	K
Child Welfare & Attendance Liaison	M
Children & Youth Liaison.....	I
Community/School Resource Liaison.....	I
Health Aide Technician.....	K
Health Services LVN.....	P
Information Technology Service Technician	P
Instructional Aide/Paraprofessional- Compensatory Education.....	G
Instructional Aide/Paraprofessional- General Education	F
Instructional Aide/Paraprofessional- Special Education	K
Intervention Specialist.....	L
Network Technician	R(*Y-Rated)
Speech & Language Pathology Assistant.....	R
Theatre Production Manager.....	N

Based on 2021/2022 salary schedule plus 2.48% - Effective 7/1/22
 Additional 7.52% based on the 2022/2023 salary schedule - Effective 7/1/22

**MERCED UNION HIGH SCHOOL DISTRICT
 GRANDFATHER MANAGEMENT SALARY SCHEDULE 2022/2023**

Monthly/Hourly

STEP RANGE	1	2	3	4	5	6	7
MA	\$ 7,980.00	\$ 8,158.00	\$ 8,335.00	\$ 8,556.00	\$ 8,753.00	\$ 8,999.00	\$ 9,245.00
	\$ 46.04	\$ 47.06	\$ 48.08	\$ 49.36	\$ 50.50	\$ 51.92	\$ 53.34

Classification Assignment to Salary Range List

Miscellaneous Range
 Network Technician MA

Classified Health Benefits CAP - \$14,691.00.

Network Technician (Y-Rated) per agreement w/CSEA dated

Effective 7/1/2022
 Board Approved 10/13/2022

Yearly rate for CalPERS purposes only, per Government Code Section 20636.1

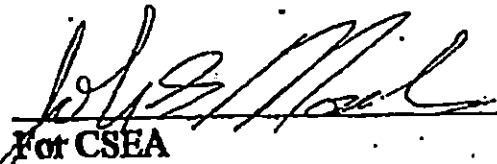
Memorandum of Understanding

The District agrees to implement the revised California School Employees Association (CSEA) dues calculation method in accordance with the CSEA state dues structure.



For the District

Date: 5/6/99



For CSEA

Date: 5/4/99

MEMORANDUM OF UNDERSTANDING
BETWEEN
MERCED UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #252

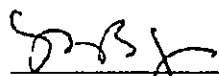
The purpose of this Memorandum of Understanding is to define summer work hours and the summer work week NOT to include summer school. The work week for classified employees is described in Article XVII, Section E. This MOU shall authorize the Superintendent to establish a flexible forty (40) hour work week for each department or site. This will be developed through collaborative input between employee and administrator to ensure the effective functioning of the department. The forty (40) hour work week will commence on the first Monday following the last day of the second semester and end the last Friday in the month of July.

The flexible forty (40) hour work week will apply to all classified employees *except* those classified employees working in food service and/or adult school. This would only be applicable due to conflicts in contracts with outside agencies.

During the established time of the flexible forty (40) hour work week, overtime would be pursuant to Ed Code 45132.

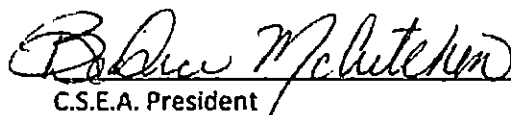
Flex hours will not override the ADA process for employees with approved reasonable accommodations.

This MOU will expire July 29, 2022, unless otherwise agreed upon.



Mandy Ballenger
Director of Human Resources

4/4/22
Date



C.S.E.A. President

Skylar Porras April 4, 2022
C.S.E.A.

4/4/22
Date

MEMORANDUM OF UNDERSTANDING

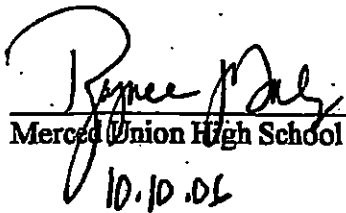
Between


Merced Union High School District

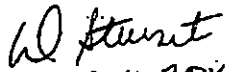
And

Chapter #252, California School Employees Association

The District and the Association agree to increase one guidance technician position at each site from a 10 month per year position to an 11 month per year position effective the 2006-07 school year. The guidance technician with the most seniority in the classification at the site will be offered the 11 month assignment. If that person declines, then the other guidance technician at that site will be offered the assignment. In the event neither of the guidance technicians are interested, guidance technicians from other sites will not be allowed to transfer. When a position is vacated, however, then the vacancy will be posted at 11 months per year and transfers will be honored based upon the transfer language in Article XIII, Section F.


Merced Union High School District
10.10.06
Date


Chapter #252, CSEA
10-10-06
Date


10 Oct 2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MERCED UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #252**

The purpose of this agreement is to issues is in the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the California School Employees Association & its Chapter 252 and the Merced Union High School District, in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning the disposition of the Warehouse Purchasing Manager position and the creation of a Purchasing Warehouse Supervisor.

2. Charging party and Respondent now agree as follows:

When a custodial day shift assignment becomes vacant, it shall first be offered to the custodial employee with the most site seniority within the custodial classification assigned to the night shift at the site where the vacancy occurs who is assigned to the site at the time the vacancy occurs.

In the event this custodial employee with the most site seniority within the custodial classification declines to accept the vacant custodial day shift assignment, then it shall be offered to the custodial employee with the next most site seniority within the custodial classification assigned to the night shift at the site where the vacancy occurs who is assigned to the site at the time the vacancy occurs, and so on.

Nothing in this Agreement shall be construed as requiring Respondent to offer a custodial day shift assignment to any custodial employee who has not successfully completed their nine month probationary period.

If all eligible custodial employees assigned to the night shift at the site where the vacancy occurs decline to accept the vacant custodial day shift assignment, such assignment shall next be posted district wide in accordance with the provisions of the collective bargaining agreement then in effect.

When a new custodial day shift assignment is created, it shall be posted district wide in accordance with the provisions of the collective bargaining agreement then in effect.

The Warehouse Purchasing Manager and all job duties associated therewith shall be excluded from the CSEA bargaining Unit and shall be reclassified to a management position outside the bargaining unit entitled Purchasing Warehouse Supervisor.

3. California School Employees Association & its Chapter 252 hereby withdraws Unfair Practice Charge No. SA-CE-2398-E.

4. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.

5. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

6. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For Charging Party:



Laurie Mitchell, J.D.
Labor Relations Representative
CSEA, Chapter 252

5.13.08
Date

For Respondent:




Raynee Daley, Ed.D
Assistant Superintendent Human Resources
Merced Union High School District

May 13, 2008
Date

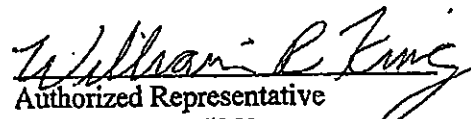
**MEMORANDUM OF UNDERSTANDING
BETWEEN
MERCED UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 252**

This memorandum of understanding memorializes the mutual understanding between Merced Union High School District ("District") and the California School Employees Association and CSEA Chapter #252 ("CSEA") regarding the Maintenance and Operations Department's 2010-2011 Custodial Restructuring Plan ("the Plan"). The parties agree as follows:

1. The District agrees that there shall be no layoffs (or reductions in hours) of bargaining unit members as a result of the District's implementation of the Plan.
2. All custodians who become members of either the "Pool Crew" or "Garden Crew" shall retain the title of custodian and shall not incur any loss of seniority in their custodial classification.
3. The duties assigned to the Pool Crew and the Gardening Crew shall be the exclusive responsibility of those crews. These duties shall not be reassigned to site custodians except by modification to this MOU, (only after consultation between site administration, Maintenance & Operation Director, & CSEA), or in emergency situations.
 - a. Pool Crew duties are to include: Pool area restrooms, shower/change rooms, pool, pool deck, pump house, chemical monitoring. Pool area landscape will remain with district grounds crew.
 - b. Gardening Crew duties are to include: Internal flower beds, trim shrubs & trees, Sprinklers and valves, parking lots and walkways including pressure wash and blowing of leaves, herbicide sprays.
4. All positions will be posted. CSEA bargaining agreement transfer language will be followed as per article XIII section F.
5. Custodial absences will be replaced with half the hours of the absent custodian on the first date of absence.
6. This MOU shall fully satisfy the District's bargaining obligations in regard to the effects of implementation of the Plan and shall not have any precedential effect or value for similar situations which may occur in the future.
7. This MOU will be evaluated on July 1, 2011 to determine effectiveness and reflect agreed upon changes.


Sandy Schiber, Assistant Superintendent,
Human Resources, MUHSD

12/29/2010
Date


Authorized Representative
CSEA, Chapter #252

12-28-2010
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MERCED UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #252**

The purpose of this Memorandum of Understanding is to implement the following changes to the guidelines of the Transportation Departments Field Trip Rules. By implementing these new field trip guidelines it will ensure that all transportation drivers will have a fair and balanced process. The guidelines of the following Transportation Field Trip Rules are to be followed as instructed below:

Definitions:

Contracted Driver: Is any bargaining unit member (probationary or permanent employee) who is certified to drive a school bus with students on board and assigned to the Transportation Department.

Substitute Relief-Bus Driver: Is a substitute bus driver to be used in such a manner and is not part of the bargaining unit.

Piggy Back: Is a phrase used when a contracted driver is being charged for weekday or weekend hours when they refuse a trip and someone else takes that trip. (i.e. "piggybacks" them).

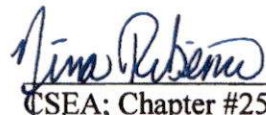
Extra Work Hours: Are any hours worked outside of a contracted driver's normal schedule that they either choose to have hours cashed out or they choose to have hours used as comp time.


1. All Overtime is optional unless it is necessary to carry on the business of the district-Article XVII, section E paragraph 2 which states, "These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District".
- ~~2. The department will assign buses from either the Merced or Livingston yard as appropriate and necessary.~~
3. Extra work hours will be posted so that all drivers have equal opportunity to work extra hours or overtime; whichever applies for that driver.
4. All extra work will be calculated ~~on Tuesdays a month ahead of schedule, when possible, of each week~~ and Drivers will have the opportunity to choose from any trip posted and must sign up for each trip that they are interested in. Each trip must be numbered with the order of preference (ex: Driver will specify first choice, second choice, third choice, etc on each trip sheet that a drivers signs up for). Trips will be assigned based on seniority for the first cycle and then to the driver with the lowest amount of extra hours. For the purpose of assigning trips all weekend and weekday hours will be included.
5. Drivers will be notified of the trips to which they have been assigned. If there are more Drivers than assignments, the first Driver who does not get an assignment will be designated the standby driver. The standby driver will be provided the first substitute opportunity in the event that another driver is absent. If the standby driver is not assigned a trip, he/she shall be provided a minimum 4 hours of work. These hours will not be charged to the employee. In addition, a standby driver who does not get a trip will get first choice for the next cycle of trip assignments. If the standby driver is assigned a trip, the hours will be charged to the employee and he/she shall participate in assignment process according to the standard order of assignment. The standby driver position will be offered to a substitute in the event that there are more assignments than Drivers.
6. All calculated extra work hours will be carried over year to year with an ongoing calculation.

7. ~~Weekend trips will be posted for two weeks in advance of the trip and trips will be assigned on Tuesday when possible. Drivers will have the opportunity to choose from any trip posted and must sign up for each trip that they are interested in. Each trip must be numbered with the order of preference (ex: Driver will specify first choice, second choice, third choice, etc on each trip sheet that a drivers signs up for).~~
8. ~~Weekday trips will be assigned to~~ **Order of assignment will be to** contracted drivers first and then to substitute relief bus drivers, **then substitute bus drivers**, and **then** the mechanics all being based on availability, the 16 & 8 hour rules, and no conflicts with daily routes.
9. By not signing the trip sheets it will be considered a refusal. Drivers may refuse any and all trips; however it will be considered a refusal and will be tracked with piggy back hours being charged for the refusal. (Ex: Driver A refused a trip and driver B actually takes the trip and gets 6 hours of extra time. Driver A will piggy back driver B and charged 6 hours to be added to the "extra time" list (This will apply to weekday trips for mechanics). Drivers may swap one time a week and once the swap is made, it is permanent. Dispatch must be notified or the swap will not take place and drivers will drive the originally assigned trips.
10. If a driver cancels out on a trip; the trip shall be offered to the next available driver and the cancellation shall be treated as a refusal.
11. If a trip is cancelled: the driver will be assigned to the next available trip. In the event that a subsequent trip is cancelled and someone is piggy backing, the piggy backer will remain until a trip is taken.
12. If an individual is sick for any portion of the previous day of a weekend or weekday trip, the trip will be reassigned to the next available driver and the absent driver will receive piggy back hours. (This excludes pre approved mid day appointments).
13. If a driver is out on extended leave due to illness, injury or any reason, their name will rotate through the process as though they have refused a trip.
14. If the department receives a trip less than 1 week before the trip, the trip will be posted for 24 hours when possible and interested drivers shall sign the trip sheet. The trip will be assigned to the driver with the least amount of hours who is also available. Drivers will not be charged for refusing this trip.
15. Upon entering the rotation, a new driver will be placed on the field trip list; they shall be charged an average number of the driving hours.
16. Relief drivers may be used in the event that contracted drivers are exhausted (weekends).

This MOU shall sunset on June 30, 2017, unless negotiated by both parties involved.


Merced Union High School District


CSEA; Chapter #252


CSEA


**MEMORANDUM OF UNDERSTANDING BETWEEN
MERCED UNION HIGH SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 252**

This memorandum of understanding defines the mutual understanding between the Merced Union High School District ("District") and the California School Employees Association and CSEA Chapter #252 ("CSEA") to allow the short-term change in night custodial hours immediately surrounding the annual #CU@TheLake ("District BBQ"), to be held this year on May 17, 2019.

The District BBQ is an annual event produced by District management in appreciation of classified and certificated non-management staff. In order to allow night custodial staff the opportunity to attend, the parties agree to allow all night custodial staff the following temporary shift change:

1. The day immediately preceding the District BBQ, regular night shift.
2. The day of the District BBQ, work 8:30 AM – 5:00 PM (with option to attend District BBQ).
3. The day immediately following the District BBQ, return to regular night shift.

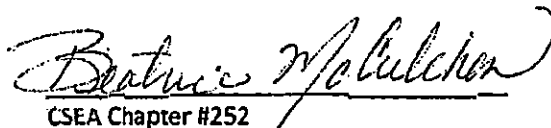
This MOU shall expire on May 18, 2019.



Merced Union High School District

2/13/19

Date



CSEA Chapter #252

3/13/2019

Date

**Memorandum of Understanding
Between the
Merced Union High School District and
California School Employees Association, Chapter 252
Saturday Academy 2019-20**

This Memorandum of Understanding (MOU), between the Merced Union High School District (MUHSD) and the California School Employees Association Chapter 252 (CSEA) is entered into for the purpose of memorializing the mutual understanding of the parties regarding Saturday Academy and the availability of extra hour opportunities for members of the CSEA bargaining unit and compensation related to such service.

RECITALS

- A. The District seeks to offer opportunities for extra hours to the members of the CSEA bargaining unit who would help the District with the success of Saturday Academy.
- B. These CSEA bargaining unit members will serve in supporting the site, which includes, credit recovery, remediation, advancement, study hall, and enrichment activities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and conditions herein, the parties agree as follows:

- A. CSEA bargaining unit members shall have the opportunity to sign up for extra/overtime hours at their site for Saturday Academy.
- B. Extra/overtime hours will be at the District's discretion and not to exceed 4 hours per Saturday.
- C. Should the District offer extra hours/overtime hours, Custodians, Child Welfare & Attendance liaisons and Campus Liaison Officials shall be offered extra/overtime hours first. Other positions may be added to this list based on the need at the site and offered at the Districts discretion.
- D. The guidelines for extra/overtime hours will be requested as follows:
 - 1. Site seniority in classification of duties; then within a rotation model.
 - 2. Employees that have declined extra/overtime hours will be placed on the bottom of the list.

- 3. Once employees work their scheduled day they will be placed on the bottom of the list. Employee will become eligible again for extra/overtime hours once they reach the top of the list.
- 4. If there are no employees available in the **mentioned** classifications, the site will have a site list, which CSEA bargaining members will use to sign up for extra/overtime hours. This list will start with District date of hire and will follow guidelines 2 & 3.
- E. Classified employees hourly rate will be based on a time and a half rate for full time (8 hour) and 3.75 employees will be compensated at their appropriate rate.
- F. Classified staff may choose to be compensated or receive comp time.
- G. This MOU shall be in effect for the 2019/2020 school year, and shall sunset effective June 30, 2020 unless renegotiated and extended via a written agreement between MUHSD and CSEA.

Ralph Calderon
 Ralph Calderon
 Deputy Superintendent, Human Resources
 Merced Union High School District
10/22/19
 Date

Brian M. Mitchell
 Authorized Representative
 CSEA
10/22/2019
 Date

AdJ 11/12/19
 Approved As To Form

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MERCED UNION HIGH SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
CHAPTER #252**

This Memorandum of Understanding (hereinafter, "MOU") is entered into on by and between the Merced Union High School District (hereinafter, "District") and the California School Employees Association and its Chapter #252 (hereinafter, "CSEA") regarding the implementation of AB 119 pertaining to access rights of an exclusive representative to new employees who are members of the bargaining unit.

1. EMPLOYEE INFORMATION- All Bargaining Unit Members

- a. "Newly hired employee" or new hire means any employee, whether permanent, full time, part-time, 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.
- b. The District shall provide CSEA with the following contact information for newly hired employees within 30 days of hire or by the first pay period of the month following hire. This contact information shall include the following items, with each field in its own column:
 1. First Name
 2. Middle Initial
 3. Last Name
 4. Suffix (e.g. Jr, III)
 5. Home Address
 6. City
 7. State
 8. Zip
 9. Home telephone number (10 digits)
 10. Personal cellular number (10 digits)
 11. Work phone number (10 digits)
 12. Personal Email Address (non-District email)
 13. Work Location
 14. Job Title
 15. Date of Hire
 16. Employee ID #
- c. Periodic Update of Employee Contact Information: The District shall also provide CSEA with a list of all bargaining unit members and updated information set forth in a & b., above, at least every 120 days.

- c. Opt-out: Employees may submit a written request, pursuant to Government Code section 6254.3(c), to prohibit the disclosure of their home address, home telephone number, personal cellular telephone number, and personal email address.
- d. The information in a. and b., will be provided to CSEA electronically via a mutually acceptable secure FTP site or service maintained by CSEA.

2. NEW EMPLOYEE ORIENTATION

- a. "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, whether in person, online, or through other means, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.
- b. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation.
- c. The District shall provide CSEA with 10 days' notice in advance of any new employee orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need to critical to the District's operations that were not reasonably foreseeable.
- d. For new employee orientations, whether one-on-one or group, CSEA will have 30 minutes of paid release time which shall be exclusive of any other contractually bargained release time, to communicate with new bargaining unit members. Said release time shall be for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation. CSEA will provide the District with contact information (email-home & cell phone) of the designated CSEA orientation representative(s).
- e. The CSEA representative will provide membership application (and a CSEA provided link for an electronic application where applicable), in any employee orientation packet of any newly hired employee. If CSEA chooses not to communicate in person with new employees, the District will distribute any written materials prepared by CSEA for that purpose.
- f. The orientations session shall be held on District property during the District hours of operation.
- g. During CSEA's portion of the orientation session, no District supervisor or manager or non-bargaining unit employee shall be present unless requested by CSEA.

3. GRIEVANCE PROCEDURE




- a. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement.

4. DURATION

a) Term: This MOU shall remain in full force and effect from the date this Agreement is signed until June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1 of 2019, of its desire to modify the MOU. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in full force and effect until a new Agreement is completed.

b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

Signed this 25 day of May 2018.

CSEA	DISTRICT
	
	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MERCED UNION HIGH SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #252
SUMMER ASSISTANCE PROGRAM**

This Memorandum of Understanding (hereinafter, "MOU") is entered into on December 21, 2021 by and between the Merced Union High School District (hereinafter, "District") and the California School Employees Association and its Chapter #252 (hereinafter, "CSEA") (collectively "the parties") regarding District's participation in the Classified School Employees Summer Assistance Program, which is described in Education Code Section 45500.

The parties agree as follows:

1. The District agrees to participate in the Classified School Employee Summer Assistance Program ("Program").
2. By January 1, 2022, the District shall provide notice to all unit members of its participation in the Program for the 2022-2023 school year.
3. Administration of the Program shall be in accordance with Education Code Section 45500.
4. **Eligibility**— In order to participate in the Program a unit member must meet the eligibility criteria published on the CDE website, which includes:
 - a. Working fewer than 11 months out of a 12-month period; and
 - b. Have been employed for at least one year at the time the unit member elects to participate in the Program;

A unit member may not participate in the Program if his/her regular annual pay from the District is more than \$62,400 for an entire school year at the time of enrollment. "Regular annual pay" does not include any pay that the unit member received during the summer recess period of the previous fiscal year.

5. A unit member who wishes to participate in the Program for the 2022-2023 school year must notify the District by March 1, 2022 using the form developed by the California State Department of Education (CDE)
6. A unit member may elect to have (1) up to 10% of his/her monthly pay withheld during the school year, and (2) the withheld amounts paid out in one or two payments;
7. By April 1, 2022, the District shall notify CDE that it has elected to participate in the Program using a form developed by the CDE and shall specify (1) the number of classified employees in the District who are participating; and (2) the total estimated amount to be withheld from all classified employee paychecks for the 2022-2023 school year.
8. By June 1, 2022, the District shall notify the participating unit members as to the estimated amount of state matching funds that each unit member may expect to receive.
9. After receiving the notification, and no later than 30 days after the start of the 2022-2023 school year, a unit member may withdraw his/her election to participate in the Program, or reduce the amount to be withheld from his/her paycheck.

10. The District shall deposit the amounts withheld from participating unit members' monthly paychecks according to each unit member's chosen withholding amount in an account within its general fund known as the "Classified School Employee Summer Assistance Program Fund."

11. A unit member who separates from employment during the 2022-2023 school year may request any pay withheld from his/her paycheck pursuant to the Program be returned on the next available payroll; however, the unit member is not entitled to receive any state matching funds.

12. A unit member may notify the District in writing with a copy to CSEA that he/she has experienced an economic or personal hardship during the 2022-2023 school year and request any pay withheld from his/her paycheck pursuant to the Program be returned on the next available payroll; however, the unit member is not entitled to receive any state matching funds. A unit member who withdraws from the Program cannot reenter the Program.

13. On or before July 31, 2023, the District shall request payment from CDE on a form developed by the CDE for the state matching funds apportioned to the District based on the funds deposited in the Classified School Employee Summer Assistance Program Fund

14. A participating unit member may select to receive one or two payments from the Classified School Employee Summer Assistance Program Fund. If a unit member selects two payments, the District shall pay a participating unit member the amount withheld in accordance with the unit member's choices on the July 2023 payroll. The District shall pay the amount apportioned by the CDE that is attributable to the amount withheld from that unit member's paychecks during the school year on the first payroll following receipt of state matching funds. If a unit member selects one payment, the payment will be made on the first payroll following receipt of state matching funds.

15. This MOU shall remain in effect for the duration of time it takes for the Program as described herein to be administered (i.e. Fall 2023) In the event that the State appropriates funds to continue this Program for 2023-2024 and/or subsequent fiscal years, renewed participation in the Program shall be subject to a separate agreement/MOU.

16. This MOU is not subject to the Grievance Procedure (Article VII) of the CBA between the District and CSEA.

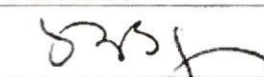
Signed this 21 day of December, 2021.

CSEA



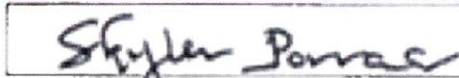
Authorized Representative

DISTRICT



Authorized Representative

CSEA LABOR RELATIONS REPRESENTATIVE



Authorized Representative