

MASTER AGREEMENT

MERCED CITY SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES

ASSOCIATION CHAPTER 530

July 1, 2024 – June 30, 2025

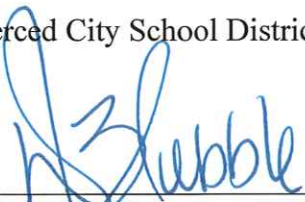
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AGREEMENT

This is an Agreement made and entered into this 17th day of January 2025, which is effective on the first day of July, 2024 between the Merced City School District (herinafter referred to as "District") and the California Employees' Association, Chapter 530 (herinafter referred to as "Association").

Merced City School District



Dawn Hubble
Director of Human Resources

CSEA Chapter 530



Jason Adams
CSEA President

ARTICLE I - RESOLUTION OF RECOGNITION

WHEREAS, the Public Employment Relations Board (PERB) has certified the California School Employees Association, Merced City School Chapter Number 530, as the exclusive representative of all the employees in the units as described in the Appendix. It is understood that positions agreed to, subsequent to the ratification of this agreement, will be assigned to the bargaining unit except for those which can be lawfully determined to be in management, supervisory or confidential.

ARTICLE II - TERM

- A. This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 1 of the final contract year.
- B. Upon receipt of the appropriate written notice, arrangements shall be made pursuant to provisions of the EERA, including the Public Notice provision, for meeting and negotiating to commence.

ARTICLE III - SUPPORT OF AGREEMENT

- A. The Association agrees to support this Agreement for its term and will not appear before the District or its representatives in order to seek changes or improvements in any matter subject to the meet and negotiate process except as by written mutual agreement of the District and the Association.

ARTICLE IV - REOPENERS

- A. Using the Non-Confrontational Bargaining Process, the Unit will recommend up to three (3) areas for joint collaboration per fiscal year and the District will recommend up to three (3) areas for joint collaboration per fiscal year.
- B. Except for technical modifications to the CBA such as calendar dates, the District and CSEA agree that bargaining for reopeners shall be salary, health and welfare benefits and limited to three articles each.

ARTICLE V - SAVINGS

- A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- B. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction and are therefore deemed invalid, upon the request of either party, within fifteen days (or as soon as possible), the representatives of the District and the Association shall meet and negotiate in good faith in an attempt to reach agreement on a suitable replacement.
- C. No member of the Unit shall use the grievance procedure to appeal any decision of the District or its representatives if such decision is pursuant to any order of or written agreement with any state or federal court, regulatory commission, or agency.

ARTICLE VI - EFFECT OF AGREEMENT

- A. The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted from, or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

ARTICLE VII - DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds of levels of services to be provided and the methods and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of any emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.
- B. The exercise of the foregoing powers, rights, authority, and duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. District rights or the exercise of these rights shall not be subject to this Agreement's Grievance Procedure.
- C. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency (an act of God beyond the control of the District or the health and safety of students and employees). The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of this Agreement's Grievance Procedure.

ARTICLE VIII - ASSOCIATION RIGHTS

- A. The Association shall have the right to access at reasonable times areas in which employees work, the right to use District bulletin boards, mailboxes, and other means of communication, subject to procedures established by the District.
- B. The Association shall have the right to use District facilities for Association business. Such right shall be contingent upon securing the permission of the site administrator. The site administrator may deny permission if the facilities have been previously reserved or if the usage by the Association would interfere with school activities.
- C. A reasonable number of representatives of the Association shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances.

D. 1. Association Paid Leave

Upon reasonable notice to the District of the Association's intent to purchase release time for a reasonable number of elected officers and/or unelected unit members to perform select activities of the Association, the District shall not unreasonably deny such requests. The Association shall make every reasonable effort to reimburse the District for total compensation paid to the employee because of the leave within thirty (30) days of the Association's receipt of certification of the District's payment of compensation to the employee in accordance with the provisions of California Education Code Section 45210.

2. Chapter Business Leave

With the approval of his/her immediate supervisor after providing the supervisor reasonable notice, which approval shall not be unreasonably denied, the District shall provide identified Association officers and non-officers up to a cumulative total of (40) days, or three hundred twenty (320) hours, per year to conduct local

Association Chapter business. If a substitute is required for the released member, the District shall incur the cost for the first one hundred and sixty hours (160).

The Association will reimburse the district for the cost of any substitute required for any hours of Chapter Business Leave after the first one hundred sixty (160), and shall make every reasonable effort to pay such reimbursement within thirty (30) days of CSEA's receipt of the District's billing for such costs. The District will only hire a sub for operational necessity to avoid any appearance of arbitrarily and capriciously replacing the employee with a substitute. Chapter Business Leave authorized under this provision shall be for purposes of conducting local Chapter business, including, but not limited to, attending local Chapter meetings and participating in local Chapter elections.

3 EERA Release Time

The District shall provide release time without loss of compensation as authorized under Government Code Section 3543.1(c) for a reasonable number of Association officials to conduct statutorily specified Association business as the exclusive representative of the classified bargaining unit, which may include release for negotiations, representation of unit members in their employment relations with the District, representation of unit member in matters that are disciplinary or could lead to discipline, and processing of grievances.

4. Definitions

For purposes of this article, the following terms have the meanings given in this section:

- a. "Notice" means the unit member informing his/her immediate supervisor, verbally or in writing.

- b. “Reasonable notice” means the unit member giving his/her immediate supervisor notice that he/she shall be off on either Chapter Business or Association release time no later than the day prior to the date of the requested leave/release, except in the case of the Annual Conference (see above).
- E. CSEA shall be afforded the opportunity to address new hires without loss of pay (except for the fee referenced in Article VIII, section D) at a CSEA orientation meeting to be held once per month, not to exceed 30 minutes. The Chapter President or his/her designee shall preside over the meetings. The District shall provide a room for the CSEA Orientation to take place.
- F. Association Time Accounting.

Unit members shall account for all time utilized under paragraph D, sections 1, 2, and 3.

All time must be input in the District’s employee absence system.

ARTICLE IX - PROFESSIONAL DUES OR FEES & PAYROLL DEDUCTIONS

- A. Any Unit member who is a member of the CSEA or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such annual dues from the regular salary warrant of the Unit member each month for ten (10) months. Deductions for Unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- B. Any Unit member who is not a member of the CSEA or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining Unit shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues. Payments to the Association shall be made in one (1) lump-sum cash payment in the same manner as required for the payment of membership dues, unless, however, the Unit member authorizes payroll deduction for such fees in the same manner as provided in paragraph A of this Article. In the event that a Unit member does not pay such fee directly to the Association or does not authorize payment through payroll deduction as provided in paragraph A, the Association shall so inform the District, and the District shall begin (as soon as possible) automatic payroll deduction as provided in Education Code 45061 and in the same manner as set forth in paragraph A of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

- C. Any Unit member whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CSEA as a condition of employment, except that such Unit member shall pay, in lieu of service fees, sums equal to such service fees to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
- a. The United Way or one of its member organizations;
 - b. The American Cancer Society; or
 - c. The Heart Association.
- D. Any Unit members hired after October 24, 1985, whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CSEA, except that such Unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the non-religious, non-labor organizations, charitable funds listed in C above.
- E. Proof of payment to one of the designated charitable funds and a written statement of objection, pursuant to paragraphs C and D above, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of paragraphs C and D of this Article. Payments shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. All information as listed above shall be presented on/or before thirty (30) days from the date of commencement of assigned duties within the bargaining Unit.
- F. With respect to all sums deducted by the District pursuant to paragraphs B, C and D above, whether for membership dues or service fee, the District agrees promptly to remit such

monies to the Association. The Association agrees to refund to the District any amounts paid to the Association in error.

- G. Members of the Association as of the date of ratification of this Agreement will maintain membership during the terms of the Agreement. Membership status shall not change during the negotiation of a successor Agreement.
- H. The Association and the District agree to furnish to each other any information needed by either party to fulfill the provisions of this Article.
- I. In lieu of a charge for payroll deductions, the Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court action or any administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the provisions or implementation of this Article. CSEA shall have the right to appoint a representative or legal authority to defend any actions brought about by this Article.
 - 1. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph J, shall or shall not be compromised, resisted, defended, tried, or appealed. However, this shall in no way limit the Association's responsibility for any costs incurred or agreed to by such action.
- J. Upon written authorization from the Unit member, the District shall deduct from the monthly salary warrant and make appropriate remittance for credit union or other plans or programs jointly approved by the Association and the District.

- K. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.

ARTICLE X - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a formal written allegation by a Unit Member(s) or CSEA that a specified provision or provisions of this Agreement has/have been violated, misinterpreted, and or misapplied.
2. A "grievant" is a member(s) of the Unit covered by this Agreement, or CSEA who files the grievance.
3. A "day" is any day in which the central administration offices of the District are open for operation.

B. Purpose

1. The purpose of this Article is to provide a procedure for the timely consideration and review of a grievance filed by a grievant.

C. Procedure

1. No grievance shall be filed later than fifteen (15) days after the occurrence of an act or omission or any other circumstance which may be considered a misinterpretation, misapplication, or violation of the specific provisions of this Agreement, from the date the Unit Member knew or should have known of the alleged violation.
2. No member of the Unit shall use the grievance procedure to change any practice, policy, or decision of the District or its representatives unless such practice, policy or decision is contrary to the specific provisions of this Agreement.
3. Any member of the Unit may file a grievance and have such grievance adjusted without the intervention of the Association, as long as the adjustment is reached prior to Step Three. Such adjustment shall not be inconsistent with the provisions of this

Agreement. Such adjustment shall also not be reached until the Association has been given five (5) days to file a response.

4. If the grievant introduces new information at any step in the grievance procedure, the District and CSEA will agree to a timeline extension.
5. Failure by representative(s) of the District to adhere to the deadlines in this Article shall cause the grievance to be settled in favor of the grievant. Failure of the grievant to adhere to the deadlines in this Article shall mean that the grievant is satisfied and waives any right to further appeal the grievance. Nothing prevents an extending of dates upon mutual agreement by the grievant and representative(s) of the District.
6. For the purposes of efficiency, the District or its representatives may consolidate grievances involving similar issues.

D. Informal Step

1. Before filing a grievance, the grievant shall first attempt to seek an informal resolution by an informal conference with his/her immediate supervisor.
2. The grievant at his/her option, may be accompanied by a Union Representative. Twenty-four (24) hours advance notice shall be given the immediate supervisor for the grievant to exercise this option.

E. Step One

1. No later than fifteen (15) days after the occurrence of an act or omission of any other circumstance giving rise to a grievance, the grievant or CSEA must present the grievance on the District approved form to the immediate supervisor or appropriate administrator.

2. No grievance shall be considered unless it contains a clear statement of the occurrence of an act or omission or any other circumstance giving rise to the grievance, an indication of the specific provisions of this Agreement involved, and the specific remedy sought.
3. The immediate supervisor, administrator or his/her designee may request a conference within the stated time and shall communicate in writing his/her decision within ten (10) days.

F. Step Two

1. In the event that the grievant or CSEA is not satisfied with the decision at Step One, the grievant or CSEA may appeal to the Assistant Superintendent of Personnel or designee. Such appeal must be made within ten (10) days.
2. The appeal shall be on the District approved form and shall contain a statement of reasons for the appeal.
3. The Assistant Superintendent of Personnel or designee shall communicate in writing his/her decision within ten (10) days.
4. Within the ten (10) day period the Assistant Superintendent of Personnel, may require a conference with the grievant.

G. Step Three

1. In the event that the grievant or CSEA is not satisfied with the decision at Step Two, he/she or CSEA may appeal to the Superintendent. Such appeal must be made within ten (10) days.
2. The appeal shall be made on the District approved form and shall contain a statement of reasons for the appeal.

3. The Superintendent or his/her designee shall communicate in writing his/her decision within ten (10) days.
4. Within the ten (10) day period the Superintendent or his/her designee may require a conference with the grievant.

H. Step Four

1. In the event that the grievant or CSEA is not satisfied with the decision at Step Three, CSEA may elevate the grievance to State Mediation and Conciliation Services (SMCS) to request mediation and/or non-binding recommendations. To the extent any SMCS costs are not borne by the State of California, the District and CSEA shall bear those costs equally. Such appeal must be made within ten (10) days.
2. The appeal shall be made on the District approved form and shall contain a statement of reasons for the appeal.
3. Upon receipt of the recommendation/information from State Mediation and Conciliation Services the Board of Education shall communicate in writing its decision within twenty (20) days following the next regularly scheduled Board Meeting. The decision is final and binding.
4. Within the twenty (20) day period the Board may require a conference with the grievant.

ARTICLE XI - HOURS AND OVERTIME

A. Hours

1. The work week for members of the Unit shall be forty (40) hours. The work day shall be eight (8) hours.
2. The work week shall consist of not more than five (5) consecutive working days for any employee having an average work day of four (4) hours or more during the work week.
3. These provisions do not restrict the extension of a regular work day or work week on an overtime basis when such is necessary to carry on the business of the District, nor shall they be deemed to bar the District from establishing a work day of less than eight (8) hours or a work week of less than forty (40) hours for all or any members of the Unit.

B. Overtime

1. Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week.
 - a. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the employee.
2. Compensation for authorized overtime shall be provided at a rate equal to time and one-half the regular rate of pay of the Unit member designated and authorized to perform the overtime. "Authorized" is used for purposes of this Article to require advanced approval by the Director, Human Resources or designee.

3. Compensation for any work required to be performed on the sixth or seventh day following the commencement of the work week shall be compensated at the rate equal to one and one-half times the regular rate of pay of the Unit member designated and authorized to perform the work.
 - a. A Unit member having an average work day of less than four (4) hours during the work week shall, for any work required to be performed on the seventh day following the commencement of his/her work week, be compensated at a rate equal to one and one-half (1 2) times the regular rate of pay of the employee designated and authorized to perform the work.
4. It is the intent of the parties that each work site or department supervisor will make a good faith effort to equitably offer opportunities to work overtime hours, as defined in B.1 above, to unit members in order of seniority by classification at the work site or department, except in cases of emergency. Remedial action to correct a misinterpretation, misapplication or violation of this provision shall not include an award of monetary relief.

C. Lunch Periods

1. All members of the Unit assigned to a work day of six (6) hours or more shall be entitled to at least a minimum duty-free lunch period of thirty (30) minutes at the discretion of the Principal or designee.
2. In the event where a Principal or designee makes an adjustment to the employees lunch period, all employees shall be given at least a minimum of two-week notice prior to change.

D. Rest Periods

1. All members of the Unit assigned to a workday of four (4) hours or more shall be entitled to a fifteen (15) minute rest period within each four (4) hour period, to be scheduled by the immediate supervisor.

E. Call-In Call-Back On-Call Time

1. It is understood that periodically it may be necessary to call Unit members into work or back to work for civil disasters or other emergencies. In such cases, every effort shall be made to avoid calling back a Unit member on vacation. Unit members will be compensated as described below:

a. Minimum Call-In Time

1. Any member of the Unit called in to work on a day when he/she is not scheduled shall be compensated for no less than two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked. Any time worked in addition to two (2) hours will be paid at the appropriate rate (overtime or straight time).

b. Minimum Call-Back Time

1. Any member of the Unit called back to work after completion of his/her regular assignment shall be compensated for no less than two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked. Any time worked in addition to two (2) hours will be paid at the appropriate rate (overtime or straight time).
2. Assignments to open and close a facility due to "use permits" shall be considered an overtime/extra time assignment and shall be paid as such.

Nothing precludes an assignment by the immediate supervisor to perform job related tasks within this time.

2. On Call Work

- a. For purposes of this section, "On Call" shall mean a one-week period whereby a unit member can be contacted to respond to a school site or satellite location to perform emergency work beyond their contract work time or day.
- b. "On Call" shall be offered to maintenance unit members and the roving night custodian on a voluntary and rotational basis. An "On-Call" shift shall run from Monday through Sunday of any given week. Unit members shall rotate the on-call person on a weekly basis.
- c. Unit members who work "On-Call" shall be paid a minimum stipend of \$600 per week for their participation. The \$600 per week shall be calculated at a minimum of (2) two hours per call out and at the appropriate overtime rate.
- d. If unit members work in excess of \$600 per week and are called out to respond to work, they shall be compensated for no less than (2) hours of work at the appropriate overtime rate.
- e. For purposes of this provision, "on call work call out" shall mean when a unit member leaves their place of residence to respond to a school site or satellite work location. "On call work call out" does not include a brief telephonic or other communication whereby the unit member does not have to leave their place of residence.
- f. For the purposes of this provision, a unit member who leaves their place of residence to respond to a school site or satellite work location shall be entitled

to a minimum compensation of two hours at the appropriate overtime rate. A unit member who is called out to respond to an additional call prior to returning to their place of residence shall not be entitled to additional compensation unless and until their total time worked exceeds two hours of actual work time.

Example A:

Maintenance Worker Range H, Step 6, gets paid \$38.45/hr (overtime rate). During on call week, the employee gets called out 9 times and each call is 30 minutes.

- 3 calls within a 2 hour period
- 6 calls in separate 2 hour periods
- $6 \times 2 \text{ hours} = 12 \text{ hours}$ plus $1 \times 2 \text{ hours} = 2 \text{ hours}$
- $14 \text{ hours} \times \$38.45 = \$538.23$
- Total weekly compensation is \$600

F. If an error has been made in the calculation or reporting in the classified employee's payroll or the payment of any classified employee's salary, correction shall be made and the MCOE will be requested to make payment within five (5) work days following determination.

G. A regular employee working out of class longer than five (5) days within a 15-day period, in a position of a higher classification, shall receive pay for the position assigned at Step 1 or the first amount larger than his/her regular hourly rate of pay. If working in a lower classification, the employee shall receive an additional five (5) percent of his/her regular hourly rate. This salary adjustment shall be retroactive to the first day of service as a substitute in the different classification.

- H. A regular employee working outside of their contract time in a different classification, shall receive their current rate of pay plus 5%, not to exceed more than 8 hours per day, 40 hours per week, including their contracted time. At no time can an employee accept an assignment outside of their contracted time for longer than 19 consecutive days.

ARTICLE XII – TRANSFER

A. Voluntary Transfer

1. A voluntary transfer is defined as a Unit member move from one school to another school or from one District department to another District department within the same classification, grade and rate of pay.
2. Vacancies of a permanent nature, which are applicable to the Unit, shall be posted as they occur on the classified employee bulletin board at each work site during the regular school year and posted in the Human Resources Office during all recess periods. The posting period shall be five (5) working days prior to filling the position.
 - a. Qualified Unit members may apply for transfer to an advertised/posted position in the District Human Resources Office.
3. For Instructional Assistants only, requests for transfer to a specific work location or department may be submitted in writing to the Director, Human Resources on forms provided for this purpose from May 1 to May 31. Such requests shall be valid up to, but not including, the first day of regular assigned work following the summer recess after which they shall be destroyed.
 - a. Positions which open during the summer recess for which specific transfer requests have been received will be treated as vacancies (described in 2 above).
 - b. An announcement of the vacancy will be put in the U.S. Mail to the last known address of any/all Unit members who have submitted a specific

transfer request to the Human Resources Office in the manner described above.

c. Qualified Unit members may apply for a transfer to such position in the District Human Resources Office.

4. All transfer requests shall be considered first, before any other District applicants for the position.

5. Voluntary transfers will be implemented on the basis of the needs and efficient operation of the District and the Unit member's suitability for the position, and the quality and length of District service of the Unit member. Should all factors be equal, the transfer shall be granted to the Unit member with the longest continual District service in the classification.

B. District Initiated Transfers

1. Classified Unit members are District-wide employees and shall be assigned to positions in accordance with the needs of the District on the basis of qualifications to perform the duties of the authorized service.

2. Transfer of a Unit member may be initiated by the District at any time such transfer is in the best interest of the Unit member and/or the District as defined by the District.

a. A Unit member affected by such transfer shall be given notice as soon as administratively practical; and except in an emergency, the Unit member shall have an opportunity to discuss the transfer with the Director, Human Resources or designee before the transfer is made.

3. When such transfer is necessary (due to a decrease in categorical funding at a school site), the Unit member with the least seniority in the classification to be reduced at that site shall be transferred.
- C. This Article shall not apply to members of the Unit in the District's Maintenance Department or other Departments where members of the Unit are assigned from a central location on a regular basis.
- D. Medical Transfers
1. A regular Unit member who is determined by the District to be incapable of performing the duties of his/her class because of illness or injury may be assigned duties which he/she is capable of performing. The employee shall receive no increase in a wage or salary because of his/her assignment to the position unless he/she is appointed from an eligibility list resulting from competing in the selection process. If the position is classified and allocated to a higher wage or salary than that previously attained by the employee, he/she may be assigned to the position without competing in the selection process, but shall continue to receive the wage or salary of his/her former classification. If the position is classified and allocated to a lower wage or salary than that attained by the Unit member, he/she shall be paid the wage or salary appropriate to the position.
- E. Vacancies
1. All classified vacancies will be posted District-wide for five (5) working days.
 - a. During this period, written lateral transfer requests and applications from District personnel in other classifications will be accepted.

- b. Valid lateral transfer requests on file in the personnel office will be given priority in the interview process and entered into the applicant pool as appropriate.
 - c. Lateral transfer requests will be considered prior to opening the position out-of-district.
- 2. Classified vacancies not filled from within may be announced to interested local agencies and organizations and advertised in the print and electronic media.
 - a. The normal application period for vacancies advertised out- of-district will be three (3) days.
 - b. District personnel applying during this period will be considered in the same way as other applicants.
- 3. Job announcements will include: the position title, location, hours, wages, key elements of the job description, qualifications, where to apply, and the final date for application.

ARTICLE XIII - LAYOFF AND REEMPLOYMENT

A. Reason for Layoff

1. Unit member(s) shall be subject to layoff for lack of work or lack of funds, or expiration of specially funded programs, as determined by the District.

B. Notice of Layoff

1. Procedures for layoff notices and the right to a hearing are as set forth in Education Code Section 45117.
2. The District shall notify CSEA, (20) calendar days prior to the Board's consideration of layoff, and furnish CSEA a seniority list by hire date and classification, in the event the District contemplates a reduction of unit personnel during the term of this Agreement.

C. Order of Layoff

1.
 - a. The definition of "class" for purposes of this agreement is to be a group of classifications relating to the same work in which the employee possesses skills.
 - b. The definition of "classification" for purposes of this agreement will be the specific job title of any position held by a Unit member.
2. Whenever a Unit member is laid off, the order of layoff in the "class" shall be determined by "length of service". The Unit member who has been employed the shortest time in the "class" shall be laid off first.
3. "Length of service" means seniority shall be calculated by a date of hire by the District into a bargaining unit classification within the class.

- a. "Date of hire" means the first date in paid status in a "classification".

Substitute service is not counted.

D. Bumping Rights

1. Unit members laid off from his her present "classification" may bump into a lower "classification" within a "class" in which said Unit member has greatest seniority.
 - a. No bumping may be allowed to a higher "classification" by salary or hours unless the "classification" was previously held within twenty-four (24) months. Seniority at a lower "classification" will not accrue as length of service for a higher "classification."
 - b. Reassignment (bumping) into a lower or equal "classification" or position not previously held will require proof of skills and competency (e.g. proof of trainings, performance evaluations, and relevant prior experiences) for the "classification" as determined by the District.
 - c. When bumping occurs, it shall be to any vacant position within "classification" or next lowest "classification". When no vacant position is available, bumping shall occur to the least senior position within the "classification".

E. Equal Seniority

1. If two (2) or more Unit members subject to layoff have equal class seniority, then the determination shall be made by lottery to be determined at the time by California School Employee Association #530 and Merced City School District.

F. Reemployment Rights

1. Unit members laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
2. Unit member(s) who take voluntary demotions or voluntary reductions in lieu of layoff or to remain in their present position(s) rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class still apply.
3. Unit member(s) who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff shall be, at the option of the Unit member(s), returned to a position in their former class or to positions with increased assigned time in accordance with their proper seniority as ranked on a valid reemployment list.

G. Retirement in Lieu of Layoff

1. Any Unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds, and who elected service retirement from the Public Employees' Retirement System, shall be placed on an appropriate reemployment list.
2. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds.

3. If the Unit member is subsequently subject to reemployment, and accepts in writing, within three (3) calendar days, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

H. Notification of Reemployment Openings

1. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by Certified Mail to the last address given the District by the employee, as well as by phone to the last number given to the District by the employee. A copy shall be sent to the Merced City School's Chapter 530 of the California School Employees Association by the District, which shall acquit the District of its notification responsibility.

I. Unit Member(s) Notification to District

1. A Unit member shall notify the District of his/her intent to accept or refuse reemployment within five (5) work days following receipt of the reemployment notice.
2. If the Unit member accepts reemployment, the Unit member(s) shall return to work within fifteen (15) calendar days following receipt of the reemployment notice.
3. If the unit member refuses reemployment following his/her receipt of two (2) written notices of District openings within a twelve (12) month period, the Unit member's name shall be removed from the reemployment list and shall be considered terminated by the District.

ARTICLE XIV - SAFETY CONDITIONS

- A. The District and Association agree that the major responsibility for maintaining safe working conditions and establishing safe procedures is that of the District and the employee's responsibility is utilizing safe working practices in conformance with the procedures.
- B. A member of the Unit who discovers a condition on the job which he/she thinks is not safe, or might unduly endanger health, shall report the unsafe or unhealthy condition to his/her supervisor immediately. After notification, the immediate supervisor shall take steps to correct the unsafe condition.
- C. No adverse action may be taken against any member of the Unit for reporting such a condition to his/her immediate supervisor immediately.

ARTICLE XV - CONTRACTING OUT WORK

- A. The District agrees not to contract or subcontract out duties regularly and routinely performed by bargaining unit employees if the District's staff has the capability to perform the work in a timely manner.

ARTICLE XVI - PAID HOLIDAYS

- A. All probationary or permanent members of the Unit shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day

Labor Day

Veterans' Day

Day before Thanksgiving

Thanksgiving Day

Day After Thanksgiving (in lieu of Admission Day)

Day Before Christmas

Christmas Day

One-half the Day Before New Year's Day

New Year's Day

Dr. Martin Luther King Jr. Day

Lincoln's Day

Washington's Day

Memorial Day

Juneteenth

Every day appointed by the President, or the Governor of this state pursuant to statute.

School recesses during the Christmas and Easter periods shall not be considered holidays for members of the Unit who are normally required to work during that period.

- B. Regular members of the Unit who are not normally assigned to duty during the school holiday recesses for December 25-January 1 shall be paid one (1) day for the work day before Christmas and one-half (2) day for the work day before New Year's Day, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday recess.
- C. When a holiday herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a member of the Unit is required to work on any of said holidays, he shall be paid compensation, or given compensating time off at the option of the District for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
- D. District 12 month contracts read that employees are not to exceed 260 workdays. The actual workdays in a calendar year may be 260, 261 or 262 in a given calendar year. When there are additional workdays in the year, they shall be treated as non-work days and the District Offices and all facilities will be closed on those days. If the year consists of 261 days, the agreed upon non work day shall be the Friday prior to Spring Break on the District Calendar providing it is a non-instructional day. If the year consists of 262 workdays, the agreed upon days off shall be the Friday prior to Spring Break and the working day prior to Christmas Eve on the District Calendar, providing both are non-instructional days. Should either of these days be an instructional day, the last Friday in June will be considered a non-work day and the District Offices and all facilities will be closed.

ARTICLE XVII - PAID VACATION DAYS

A. During the first four (4) years of continuous employment, each regular member of the Unit hired on a twelve (12) month basis, shall earn (12) working days annual vacation with full pay per year. Beginning with the fifth year and through the fifteenth year of continuous employment, each regular member of the Unit shall earn eighteen (18) working days annual vacation. Beginning with the sixteenth year and through the eighteenth year of continuous employment, each regular member of the Unit shall earn nineteen days of annual vacation. Beginning with the nineteenth year and through the twentieth year of continuous employment each regular member of the Unit shall earn twenty annual vacation days. Beginning with the twenty first year of continuous employment, each regular member of the Unit shall earn one (1) additional day of vacation for each additional year of service not to exceed a maximum of twenty-five (25) working days annual vacation at the completion of twenty-five (25) years of service.

1. Regular members of the Unit hired for less than twelve (12) months per year shall receive proportionate vacation based on a pro-rata schedule, i.e. a regular member of the Unit working five (5) days a week for ten (10) months in a fiscal year shall receive ten (10) working days annual vacation. Beginning with the fifth year through the fifteenth year each regular member of the Unit shall earn sixteen working days annual vacation. Beginning the sixteenth year through the eighteenth year each regular member of the Unit shall earn seventeen working days annual vacation. Beginning the nineteenth year through the twentieth year each regular member of the Unit shall earn eighteen working days of annual vacation. Beginning the twenty first year of continuous service; and thereafter one (1) additional day of

vacation for each additional year of service not to exceed a maximum of twenty-three working days annual vacation at the completion of twenty-five (25) years of service.

2. Regular Unit members hired on less than a twelve (12) month basis in district-designated positions will receive payment for earned vacation days in lieu of time off during the year in which they are earned.

VACATION DAYS

<u>Years in District</u>	<u>9 Months</u>	<u>10 Months</u>	<u>12 Months</u>
1 through 4 years	9 days	10 days	12 days
5 through 15 years	14 days	16 days	18 days
16-18 years	14 days	17 days	19 days
19-20 years	14 days	18 days	20 days
21 years	17 days	19 days	21 days
22 years	18 days	20 days	22 days
23 years	19 days	21 days	23 days
24 years	20 days	22 days	24 days
25 years and up	21 days	23 days	25 days

- B. A new Unit member, entitled to paid vacation days as described in this Article, shall not be entitled to utilize earned vacation days prior to the completion of six (6) months of continuous service.
- C. All other regular Unit members may utilize their annual allotment of paid vacation days beginning on July 1 of each year at the discretion of the District.

- D. A regular member of the Unit leaving the District shall be paid for the proportionate vacation days earned and not used. If a Unit member leaves the District after using vacation days that he/she has not yet earned on a pro rata monthly basis, the amount of pay for those used, but not yet earned vacation days, will be deducted from the Unit member's last pay check. Such Unit member leaving the District, will insofar as possible provide the District with a minimum of ten (10) days' notice of his/her intention to resign.
- E. The scheduling of all vacation days shall be at the discretion of the District.
1. Employees are encouraged to use their allotted vacations during the fiscal year in which they are earned with the approval of the employee's immediate supervisor. Supervisors, or his/her designees, shall approve or deny an employee's vacation request(s) within seven (7) working days from the date of receipt of the request.
 2. By February the District shall be responsible to notify CSEA of those times during the year when vacation is not permitted. CSEA input shall be requested by the District prior to employee notification. There must be adequate time on the yearly schedule available for all employees in the department to schedule vacation.
 3. All bargaining Unit members shall submit requests for vacation by April 30 for the following fiscal year. Vacation will be approved by seniority.
 4. Unit members, who do not submit their vacation request by April 30, will have their vacations approved on a first-come, first-served basis, consistent with the Employer's ability to provide services. Any vacation requests submitted on the same day for the same day shall be approved on a seniority

basis.

5. Whole weeks of vacation shall be given priority for scheduling over single days.
6. Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect the previously scheduled vacation of any other Unit member.

F. Unit members are encouraged to use all their vacation days allotted on July 1 of each year before September 1 of the following year. The following rules shall apply on a prospective basis only commencing on the 22/23 school year:

1. Unit members may not carry over any more than six (6) vacation days on an annual basis beyond September 1 of the year after they are earned and allotted.
2. In addition, unit members may not accumulate or “bank” any more than twelve (12) carried over vacation days in total at any one point in time.
3. Any unused accrued vacation in excess of the carryover caps set forth in F1 and F2 above, shall be cashed out at their current rate no later than November of that same year.

G. Unless there is prior approval by the District, no more than twenty (20) vacation days may be scheduled for one block of time.

H. On individual option, vacation days may be used for days of emergency leave or when sick leave has been exhausted.

Example of Vacation Carryover Balance

Employee A accrues twenty-five days of vacation annually. In one year, employee A has fifteen days of unused vacation by September 1st. Employee A can “bank” five of the unused fifteen vacation days. The remaining ten days of vacation will be paid out by the end of November of the subsequent year. Employee A now has five vacation days in their bank.

Employee A in the following year accrues twenty-five days of vacation annually. In this year, employee A has fifteen days of unused vacation by September 1st. Employee A can “bank” five of the unused fifteen vacation days. The remaining ten days of vacation will be paid out by the end of November of the subsequent year. Employee A now has ten vacation days in their bank. Any vacation days above the ten days will be paid out to the employee.

Employee A in the following year accrues twenty-five days of vacation annually. In this year, employee A has fifteen days of unused vacation by September 1st. Employee A already has ten vacation days in their bank. The employee will be paid out the fifteen days of unused vacation days.

ARTICLE XVIII - BEREAVEMENT LEAVE

- A. Members of the Unit shall be granted necessary leave of absence not to exceed five (5) days within the state; five (5) days out of state. Such necessary leave of absence shall be with pay.
- B. "Member of the immediate family" shall mean the mother, father, grandmother, grandfather, or a grandchild of a member of the Unit or of the spouse of the member of the Unit, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law of the Unit member. Bereavement Leave may also be granted for any relative living in the immediate household of the member of the Unit. Also included in immediate family shall be step-father, step-mother, and step-siblings of the employee.
- C. Members of the Unit shall give reasonable notice to their immediate supervisor when there is a need to be absent under this Article. Reasonable notice shall be construed to be at least one hour prior to the time they are scheduled to report for duty. Exceptions to this will be untimely or emergency conditions. Failure to provide reasonable notice may, at the discretion of the District, be grounds for denial of leave with pay.
- D. Members of the Unit may, at the discretion of the District, be required to verify the need for leave under this Article.

ARTICLE XIX - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- A. A member of the Unit suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) days in any one fiscal year for the same accident.
1. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred.
 2. Payment for wages lost on any day shall not, when added to an award granted the Unit member under Worker's Compensation laws of this state, exceed the normal wage for the day.
 3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave may be used. If, however, a Unit member is still receiving worker's compensation, the Unit member shall be entitled to use only so much of his/her accumulated or available sick leave and vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- B. Any time a member of the Unit on Industrial Accident or Illness Leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in the same or equivalent position.
- C. When all available leaves of absence, paid or unpaid, have been exhausted and if the Unit member is not medically able to assume the duties of his/her position, the Unit member shall, if not placed in another position be placed on a reemployment list for a period of 39

months. When available, during the 39-month period, the Unit member shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

- D. The District shall have the right to adopt any rules or regulations implementing this Article.
- E. During all paid leaves of absence, vacation, or any other compensated time off, each member of the Unit shall endorse to the District any wage loss benefit checks received under the Worker's Compensation laws of this state.

ARTICLE XX – JURY DUTY LEAVE

- A. The District shall grant members of the Unit jury duty leave with pay whenever they are called for duty in the manner provided by law.
- B. The District may adopt rules and regulations concerning the implementation of this Article including proper notice of pending jury duty and verification of jury duty.
- C. The District shall pay the Member of the Unit the difference, if any, between the Unit Member's regular rate of pay and the amount received for jury duty. At the option of the District, the District may require that any fees paid to the Member of the Unit shall be paid to the District and no deduction shall be made. However, mileage, meals, or housing will not be required to be reimbursed to the District.
- D. When a Unit member is required to report to jury duty and serve, the unit member will serve their contract hours after deducting the amount of jury duty leave time served. Unit members who work outdoors (example MOT positions) shall be afforded one hour of preparatory time before and after their jury service, with concessions for members who reside out of Merced County. The Unit member shall provide jury summons documentation prior to service and jury release documentation upon service conclusion.
- E. If a Unit member's contract hours are not during jury service (example: night custodian), the amount of jury service time will be deducted according to the guidelines in this Article except for the hour of preparatory time before and after the jury service.

ARTICLE XXI - OTHER LEAVES WITHOUT PAY

- A. The District retains the right to grant other leaves of absence without pay pursuant to any rules and regulations it may adopt or upon the recommendation of the Superintendent. Such leaves may include, but not be limited to retraining and study leave.

ARTICLE XXII – MILITARY LEAVE

- A. A member of the Unit shall be entitled to any military leave provided by applicable law and shall retain all rights and privileges granted by applicable law arising out of the taking of said military leave.

ARTICLE XXIII – LEAVE FOR PREGNANCY DISABILITY

- A. Employees are entitled to use sick leave as set forth in Article XXVIII (Leave of Absence for Illness or Injury) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician.
- B. Employees are entitled to leave or other benefits for disability because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Article XXVII (Leave of Absence for Illness or Injury) has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician.
- C. The employee on leave for pregnancy disability shall be entitled to return to the same or equivalent position held at the time the leave commenced.
- D. Paid Parental Leave/Baby Bonding Leave
 - 1. Unit members may choose to take up to twelve (12) workweeks of leave under the California Family Rights Act ("CFRA") and the provisions of the Education Code for the birth of the Unit member's child, or placement of a child with the Unit member in connection with adoption or foster care of the child (Baby Bonding Leave). Unit members desiring to use Baby Bonding Leave shall request the leave

from the Personnel Department and provide notice of the dates of the requested leave.

2. All regular and accumulated sick leave will be applied toward the twelve (12) workweeks of Baby Bonding Leave unless a Unit member notifies the District in advance in writing, that he or she does not wish to apply their sick leave toward the Baby Bonding Leave.
3. Extended Illness Leave under Article XXXII will be applied toward the twelve (12) workweeks of Baby Bonding Leave after all regular and accumulated sick leave is exhausted unless a Unit member notifies the District in advance, in writing, that he or she does not wish to apply Extended Illness Leave toward Baby Bonding Leave.
4. The twelve (12) workweeks of Baby Bonding Leave must be used within twelve (12) months of the child's birth or placement of the child for adoption/foster care.
5. A Unit member may use their Baby Bonding Leave intermittently, in a minimum period of two work weeks. Alternatively, a Unit member may use their Baby Bonding Leave for a minimum duration of one workweek on a maximum of two (2) occasions during a twelve (12) month period. If a Unit member chooses to use their Baby Bonding Leave intermittently, they must provide at least seven (7) calendar days advance notice to the District of the proposed dates for the intermittent use of their Baby Bonding Leave.
6. A Unit member is only entitled to one (1) twelve (12) workweek period of Baby Bonding Leave per fiscal year.

7. A Unit member does not have to meet the 1,250 hours of paid service in the prior twelve (12) months with the District to be eligible for Baby Bonding Leave.

ARTICLE XXIV – ADOPTION LEAVE

- A. A Unit member adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption. This leave may be up to seven (7) days and charged to illness or injury leave under the personal necessity provisions of this Agreement with no loss of pay, providing the Unit member has the seven (7) days of leave available for such use. A Unit member desiring time off beyond the seven (7) days defined above, or who does not have seven (7) days of such leave available, following the adoption of the child, may request a leave of absence for child care, without pay, for a period of time less than one school year.
- B. The District retains the right to adopt rules and regulations implementing this Article.

ARTICLE XXV - PATERNITY LEAVE

- A. Unit members may be allowed three (3) days paternity leave for each birth. This leave may be charged to illness or injury leave under the personal necessity provisions of this Agreement with no loss of pay, providing the Unit member has the three (3) days of such leave available for such use. A Unit member who does not have three (3) days of such leave available, following the birth of a child, may request a leave of absence without pay for the purposes of paternity leave.
- B. The District retains the right to adopt rules and regulations implementing this Article.

ARTICLE XXVI - PERSONAL NECESSITY LEAVE

- A. Unit members may use, at their discretion, up to ten (10) days of accumulated sick leave during any school year in case of personal necessity.
 - 1. Unit members may use up to thirty (30) days of accumulated sick leave during any school year for death or serious illness of a member of his or her immediate family.
- B. Personal Necessity means:
 - 1. Death of a family member.
 - 2. Accident involving the Unit member's person or property or the person or property of a member of his/her family. Such accident must:
 - a. be serious in nature.
 - b. involve circumstances the Unit member cannot reasonably be expected to disregard; and
 - c. require the attention of the Unit member during his/her assigned hours of service.
 - 3. Appearance in court as a litigant, or as a witness under an official order.
 - 4. Illness of a member of the family which under the circumstances the Unit member cannot reasonably be expected to disregard, and which requires the attention of him/her during his/her assigned hours of service.
 - 5. Observance of religious holidays formally celebrated by recognized religious groups and denominations which fall during assigned hours of service.
 - 6. Imminent danger to the home of the Unit member, occasioned by a factor such as a flood or fire, serious in nature, which under the circumstances cannot

reasonably be disregarded, and which requires the attention of the Unit member during assigned hours of service.

7. Other personal necessities to be allowed at the discretion of the Superintendent or designee.

C. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

1. The total number of days allowed in one (1) school year for such leave or leaves shall not exceed seven (7) days.
2. The days allowed shall be deducted from and may not exceed the number of full pay days of illness or injury leave to which the Unit member is entitled.
3. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
4. Payment for such absence shall be made only upon certification by the immediate administrator, supervisor, or Superintendent that the absence was due to a situation designated as a personal necessity within the meaning of this section.

D. Whenever possible, depending on the seriousness of the emergency, the Unit member shall provide timely notice sufficiently in advance of the absence to allow adequate time to secure a substitute.

E. Unspecified Business Leave

1. Unit members may qualify for up to five (5) days per year of unspecified business leave for which the disclosure of business will not be required.

2. A minimum of three (3) working days advance notice must be provided to the immediate supervisor. Emergency use of this leave may be authorized by the immediate supervisor.
3. The days will be charged to personal necessity leave.
4. The leave will be used for matters of a nature that the Unit member cannot reasonably be expected to disregard and must be taken care of during duty time. The leave shall not be used for extension of vacation or holidays or to work for remuneration.
5. The employee will not be required to state the particular reason for the leave; however, the immediate supervisor may deny leave for operational reasons.

F. Court Appearance other than Jury Duty

1. Whenever a Unit member is subpoenaed as a witness in a case involving the School District, he/she may have the time for appearance in court without loss of pay.
2. No salary will be paid in cases where a Unit member is a voluntary witness appearing in his/her own interest, except as provided under provisions for use of personal necessity leave.

G. The District will monitor use of this leave. The parties do not intend to cause increased sick leave use by implementing this leave.

ARTICLE XXVII - LEAVE OF ABSENCE FOR ILLNESS OR INJURY

- A. Every member of the Unit employed five (5) days a week shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render services to the District, with full pay for a fiscal year of service.
1. A member of the Unit employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
 2. A Unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave absence for illness or injury to which they are entitled.
 3. Pay for any day of such absence shall be the same as the pay which would have been received had the Unit member served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the Unit member and such leave of absence may be taken at any time during the year. However, a Unit member new to the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

4. If such Unit member does not take the full amount of leave allowed in any one (1) year under this section, the amount not taken shall be accumulated from year to year.
5. Absences under this Article extending beyond twenty (20) continuous days shall have an anticipated return date established in writing by a licensed physician. This may be amended from time to time by the Unit member with written approval from a licensed physician.
6. A doctor's verification of illness may be required. Generally, however, verification will not be required for absences of five (5) days or less.

B. Other Sick Leave

1. When a Unit member has used the amount of regular sick leave and is absent on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence or eighty percent (80%). During this extended period of illness, the Unit member shall receive his/her regular salary less the wage paid the substitute. In no case shall the amount paid the Unit member be less than twenty (20%) of his/her regular salary.
2. Unit members utilizing Other Sick Leave provisions shall submit written authorization from a licensed physician for each absence to qualify for compensation as specified in Section B.1 above. Failure to do so will constitute a full payroll deduction for the period of unverified absence

3. Disciplinary action may be taken against a Unit member who fails to provide verification of absences or one who uses such leave to excess.

C. Provisions for Use of Leave for Illness or Injury

1. Members of the Unit shall give reasonable notice to their immediate supervisor or the District Office, as required, when there is a need to be absent for illness or injury. Reasonable notice shall be construed to be a minimum of one (1) hour prior to the time they are scheduled to report for duty. Exceptions to this will be untimely or emergency illness or injury conditions. Failure to provide reasonable notice may, at the discretion of the District, be grounds for denial of leave with pay.
2. Members of the Unit who are absent from duty less than a full day shall have illness or accident leave deducted in increments of fifteen (15) minutes.
3. The District may adopt rules and regulations requiring and prescribing the manner of proof of illness or injury for the purpose of this Article.

D. Catastrophic Leave

1. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member or self and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
2. Eligible leave credit means sick leave donated to the employee requesting catastrophic leave.

3. Eligible employee means an employee with 25 days (converted on an hourly basis) or more of accrued sick time on the employer's accumulative sick leave record and who has been actively employed for five years.
4. When an eligible employee wishes to participate in the catastrophic leave program, the employee shall contact the CSEA President or designee and request sick leave donations be made in the employee's name for catastrophic leave.
5. The eligible employee shall provide verification of the catastrophic injury or illness to the CSEA President or designee.
6. Employees wishing to donate eligible leave to an employee who has requested donated leave under this provision may donate up to a maximum of forty hours of eligible leave per school year.
7. Employees wishing to donate eligible leave must maintain a minimum of three-fourths of their current balance for themselves on the employer's accumulative sick leave record, after subtracting any donated sick leave.
8. Donated eligible leave shall be converted for utilization on an hour for hour basis, meaning the recipient shall be paid his or her regular rate of pay.
9. The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one bargaining unit member before beginning to utilize days donated by another bargaining unit member.
 - a. The District will deduct sick leave from the donor's balance monthly as received by CSEA President or designee.
10. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.

11. The maximum amount of eligible leave credits received by a recipient may not exceed twelve consecutive months for each catastrophic illness or injury.
12. Such forms as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed upon by the Merced City School District and CSEA.

**ARTICLE XXVIII - TRAVEL BY PRIVATE AUTOMOBILE ON PROPERLY
AUTHORIZED DISTRICT BUSINESS**

- A. The District shall reimburse members of the Unit for the use of automobiles owned by them and used in the performance of regularly assigned District duties. The mileage rate shall be established by the Board. The member of the Unit shall only receive mileage expenses if and when his/her duties require that he/she move from place to place during the course of daily work. Such on-the-job travel must be authorized by the Assistant Superintendent, Administrative Services or designee. Dates, places, and mileage involved shall be periodically submitted to the Director of Human Resources before reimbursement is made. To receive mileage payments, a member of the Unit must have a file in the Business Office of the District a certificate of automobile liability insurance. Minimum limits to be: bodily injury \$50,000/\$100,000; property damage \$10,000.
- B. The District will not require an employee to drive a District-owned or rented vehicle without said vehicle having proof of insurance.

ARTICLE XXIX - FRINGE BENEFITS

A. Health Benefits

Unit members are eligible to join the District group health plan within thirty-one (31) days of employment if they have a regular assignment of at least four (4) hours per day.

B. Dental Benefits

Unit members are eligible to join the District group dental plan within thirty-one (31) days of employment if they have a regular assignment of at least four (4) hours per day. The Merced City School District Self-Insured Dental Plan will be administered by the Merced Foundation as a third-party administrator.

C. Vision Benefits

Unit members are eligible to join the District group vision plan within thirty-one (31) days of employment if they have a regular assignment of at least four (4) hours per day. Effective July 1, 1998 The Merced City School District Vision Plan will be through VSP (Plan C).

D. The District shall contribute \$14,582 per year beginning in the 2021 plan year, toward each eligible unit member's fringe benefits for medical, dental, and vision premiums for the Unit member and his/her dependents. All costs in excess of the District's contribution shall be paid by the unit members via monthly payroll deduction.

E. Disability Benefits (Unit Members assigned to less than four (4) hours only) Unit members assigned to less than four hours per day are eligible to join the District group disability plan

within sixty (60) days following the achievement of permanent status. The premium payment to American Fidelity Assurance shall not exceed .85 of \$100.00 salary paid for eligible Unit members for 1989-90. Benefits coverage will be scheduled to begin on the 16th day of continuous disability following the exhaustion of all earned sick leave or any other form of leave for which full pay is received. Should the disability continue to the 31st consecutive workday, benefit payment will be retroactive to the first day of benefit eligibility as defined herein and shall continue for the disability term. In no case will the benefit payment to the Unit member when added to any salary paid by the District exceed the daily or monthly salary which said Unit member would have earned had he/she been at work. Effective date: December 1, 1987.

F. Income Protection Benefits

Unit members, four (4) hours or more per day, are eligible to receive income protection benefits as outlined in the INCOME PROTECTION PLAN - - CLASSIFIED UNIT. Benefits under this Plan will be provided on the basis of employment and employment status with the District. Unit members who do not meet the above requirements are not eligible for this coverage. Effective July 1, 1996.

ARTICLE XXX – PAY PROCEDURES

- A. Each member of the Unit shall be compensated in accordance with the salary schedule which is Appendix A.
- B. Unit members newly hired into the District and starting employment prior to January 1 shall be entitled to a step increase the succeeding July; Unit members newly hired into the District and starting employment January 1 or later shall not be entitled to a step increase until the second July 1 of consecutive service. Example: Unit members hired December 1, 2022 shall receive a step increase in July 2023. Unit members hired February 1, 2023, shall receive a step increase in July 2024.
- C. Whenever the District grants a member of the Unit an advancement to a new classification, the employee will be paid in accordance with the next highest step on the salary schedule.

Example: A unit member who is currently on Range F, Step 8 and promotes to a position in Range H, shall be placed at Range H, Step 7 which is a five percent (5%) increase in salary and which constitutes the next highest step on the salary schedule in the promoted position. This salary placement shall not affect any July 1 step increases that the employee may be entitled to.

ARTICLE XXXI - PROTECTIVE CLOTHING

Unit members working on a regular basis in the transportation department shop will be provided with the option of three (3) overalls or three (3) shirt and pants uniforms per week by the District through a laundry service.

ARTICLE XXXII - SALARY GUIDE

A. Noon Duty Supervisors will have their own salary schedule as set forth by the California minimum wage requirement.

1. The Noon Duty Supervisor Salary Schedule shall include a longevity stipend at five and ten years of service. The five year longevity stipend of \$250 payable at the end of the fiscal year in which the years of service have been completed. The ten year longevity stipend of \$450 payable at the end of the fiscal year in which the years of service have been completed. (Plus the previously earned 5 year stipend of \$250 for a total of \$700).
2. The parties acknowledge and agree that Noon Duty Supervisors who matriculate to the standard longevity pathway of progression under paragraph B of this Article will decrease to the sum stipend of \$300 at year 15 of service.

B. Longevity

1. Unit members who have completed 15 years of District service, in a paid status, shall receive a longevity lump sum stipend of \$300 payable at the end of the fiscal year in which the years of service have been completed.
 - For example, if a unit member were employed on July 1, 2004, the 15th year of paid service will have been completed on June 30, 2019, and the unit member would be paid on the June 30, 2019's payroll run.
2. Unit members who have completed 20 years of District service, in a paid status, shall receive a longevity lump sum stipend of \$450 (plus the previously earned 15-

year stipend of \$300 for a total of \$750) payable at the end of the fiscal year in which the years of service have been completed.

3. Unit members who have completed 25 years of District service, in a paid status, shall receive a longevity lump sum stipend of \$700 (plus the previously earned 20-year stipend of \$750) for a total of \$1450 payable at the end of the fiscal year in which the years of service have been completed.
4. Unit members will receive the stipend on a prorated basis if they leave employment prior to the end of June 30.
5. The longevity lump sum stipend shall not be considered for the purpose of calculating pay for extra hours, overtime, differential pay, other salary premiums, or cost of living adjustments. This exclusion covers calculation of any hourly rates.
6. The Association will hold the District harmless and indemnify the District for any legal challenges to this section. If this section is determined to be illegal, then it will not remain in force, but the parties will reopen this section for negotiation.

ARTICLE XXXIII - EARLY RETIREMENT INCENTIVE PLAN

A. Medical Benefit Option

1. On or after July 1, 2002, qualified retirees shall receive up to five years of equal health insurance benefits and District paid premiums, and shall be subject to equal burdens and obligations imposed on full-time active classified employees, as those benefits and burdens may change from time to time. In addition, all benefits received by qualified retirees shall be subject to all restrictions and conditions imposed by the District's benefits providers, as those restrictions and conditions may change from time to time. The benefits shall include medical, dental, and vision programs for the retiree and eligible dependent(s). Eligibility shall be between the ages fifty-five (55) and sixty-five (65).

- a. The retiree may elect to pay the required premiums, in advance to the District for the first five (5) years, or vice-versa.
- b. A retiree who fails to pay the premiums in advance and continuously shall be dropped from eligibility effective the first month for which such payment is not received, including eligibility for District contributions if that was elected for the second five (5) year period.
- c. A Unit member must specify which option (District pays first five (5) years, or District pays second five (5) years at the time of retirement).

- 1.1 In the 2023/24 school year, qualified retirees shall receive up to (8) eight years of equal health insurance benefits and District paid premiums, and shall be subject to

equal burdens and obligations imposed on full-time active classified employees, as those benefits and burdens may change from time to time.

In the 2024/25 school year and beyond, qualified retirees shall receive up to (10) ten years of equal health insurance benefits and District paid premiums, and shall be subject to equal burdens and obligations imposed on full-time active classified employees, as those benefits and burdens may change from time to time.

In addition, all benefits received by qualified retirees shall be subject to all restrictions and conditions imposed by the District's benefits providers, as those restrictions and conditions may change from time to time. The benefits shall include medical, dental, and vision programs for the retiree and eligible dependent(s). Eligibility shall be between the ages fifty-five (55) and sixty-seven (67).

2. For a Unit member to be eligible to participate in this program, he/she must meet the following criteria:
 - a. The request to participate in this plan must be freely and voluntarily initiated by the Unit member.
 - b. The Unit member's resignation must be received and accepted by the District ninety (90) days before retirement but no later than March 1st. Retirement must be given as the reason for the resignation and the effective date must be no later than the last school day of the same year.
 - c. The Unit member must reach age fifty-five (55) prior to the effective date of resignation and fully retire from educational service. In 2023/24 school year, participation is limited for eight (8) years of District contributions

toward premiums and shall not continue beyond the end of the school year in which the retiree reaches age sixty-seven.

In 2024/25 school year and beyond, participation is limited for ten (10) years of District contributions toward premiums and shall not continue beyond the end of the school year in which the retiree reaches age sixty-seven.

- d. The Unit member must have served full-time in the District classified service for at least fifteen (15) years, including the immediate preceding five (5) years.

B. Sick Leave Bonus Option

- 1. Unit members retiring fully from educational service during the school year in which they reach age fifty-seven (57) and who have worked full time for twenty (20) years in the District classified service would be eligible for the following accumulated sick leave bonus schedule.

- a.

10 years through 14.99 years S/L	\$2,000.00
15 years through 19.99 years S/L	\$3,500.00
20 years S/L and above	\$4,000.00

- b. Years of accumulated sick leave will be determined by the total hours of sick leave available at time of retirement based on the current year entitlement and number of hours per day, i.e., two hundred (200) days of accumulated sick leave divided by ten (10) days per year equals twenty (20) years, or, six hundred (600) hours of accumulated sick leave divided

by three (3) hours per day equals two hundred (200) days divided by ten (10) days per year equals twenty (20) years.

- c. The Unit member's resignation must be received and accepted by the District ninety (90) days before retirement but no later than March 1st. Retirement must be given as the reason for the resignation and the effective date must be no later than the last school day of the same year.
- d. A cash payment will be paid to the retiring employee who qualifies for B.1a. bonus on the next regular payroll after retirement.
- e. For the 1992-93 school year, any employee over the age of fifty-seven (57) would qualify under section B.1.
- f. Example:
 - Retire at age 55 Medical only (see A.,1)
 - Retire at age 57 Medical and sick leave option
buy out (see A., 1 and B., 2)
 - Retire at age 60 Medical only (see A., 1)

ARTICLE XXXIV – GOLDEN HANDSHAKE

- A. The District and CSEA will meet and collaborate at least every two years to discuss the option of a Golden Handshake and identify specific classes for any potential Golden Handshake. The District retains the authority to decide whether or not to offer the Golden Handshake in any given year. In the event the District decides to offer a Golden Handshake in any given year, unit members must have fifteen (15) years of service and otherwise eligible according to the Public Employees Retirement System (PERS) in order to participate.

ARTICLE XXXV – CLASSIFIED STAFF EVALUATION

A. PURPOSE OF EVALUATION

1. It is recognized that a system of evaluation is essential to assist Unit members in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable decisions that measure a Unit member's performance in a just and equitable manner.
2. The evaluation procedure is a cooperative process designed to:
 - a. Promote the achievement of goals and objectives of the District and its programs through the assessment and evaluation of the staff that perform within that program;
 - b. Provide a formal method of recognizing staff achievement and growth;
 - c. Identify abilities and specific indicators most critical to support job performance;
 - d. Develop strategies and constructive direction regarding desired performance and improvement based on standards for like positions;
 - e. Increase the Unit member's understanding of performance from the supervisor's viewpoint; and
 - f. Provide a process of positive and proactive two-way communication to evaluate job performance.

B. The immediate supervisor and/or manager to whom a classified Unit member is assigned shall be responsible for the formal evaluation of the Unit member.

C. The Classified Employee Evaluation Report Form shall be used to record the evaluation of classified Unit members pursuant to the evaluation procedures set forth in this Article.

D. Probationary Employees, New to the District

1. Unit members who hold regular classified positions on a probationary basis are to be evaluated at the end of the second (2nd) and fifth (5th) months of service. The written evaluation report must indicate satisfactory job performance in order for the Unit member to continue the probationary period. Should the rating be less than satisfactory, the Unit member may be released from probation. A final probationary evaluation report shall be completed when the Unit member reaches twelve (12) months of service. The Unit member's status may become permanent, if performance is rated satisfactory. Otherwise, the employee will be released from probation at that time. Additional evaluation reports may be made at other than specified times, when deemed necessary by the evaluator.

E. Permanent Employees

1. Unit members assigned permanent status shall be evaluated in writing within two (2) weeks of the Unit member's anniversary date of hire.
2. After ten (10) years of service in the same job classification, Unit members in permanent status shall be evaluated every other year, within two (2) weeks of the Unit member's anniversary date of hire.
3. In the event a unit member changes job classifications after ten (10) years of service, and upon the completion of two annual evaluations in the new classification, the Unit member shall then begin evaluations as per number 2 above.
4. Additional evaluations may be made at any time deemed necessary by the evaluator.

F. Written Evaluations

Written evaluations will be made on prescribed District evaluation forms. No evaluation rating shall be based on information which has not been reasonably substantiated by the evaluator. Following completion of the evaluation report, the assigned evaluator will hold a conference with the Unit member to discuss the evaluation and the comments thereon. The form will be signed by the evaluator and evaluatee at the conclusion of the conference. The Unit member's signature does not imply that he/she agrees with the contents of the evaluation.

G. In the event of an unsatisfactory evaluation, the Unit member shall be given ten (10) business days in which to write a rebuttal to his/her evaluation. Such rebuttal shall be attached to the evaluation prior to placement in the official personnel file of the Unit member.

H. A Unit member may be placed on a Performance Improvement Plan if a "needs improvement" or "unsatisfactory" rating on the key elements check list is indicated. The Unit member shall be instructed on how he/she can be expected to improve performance to an acceptable standard for the position and provided with constructive guidance, training, as directed by the assigned evaluator and given a specific time-frame during which to improve. The Performance Improvement Plan will outline in detail all areas of deficiency and the constructive actions prescribed by the assigned evaluator to assist the Unit member in setting goals, reaching their potential and meeting the District standard for the position. Provisions of available resources may, without cost to the Unit member, be utilized to assist with reaching this goal.

- I. Only an alleged misinterpretation, misapplication, or violation of evaluation procedures shall be subject to the Article X, Grievance Procedures. Neither the content of the evaluation nor the evaluator's comments or assessments shall be grievable.

**MERCED CITY SCHOOL DISTRICT
CLASS AND CLASSIFICATION ASSIGNMENT
AND APPLICABLE SALARY RANGE
Appendix A**

CLASS - ACCOUNTING		SALARY RANGE
<u>Ranking</u>	<u>Classification</u>	
1	Accounting Technician	K
2	Accounting Assistant	J
3	Account Clerk	H
CLASS - CLERICAL		
<u>Ranking</u>	<u>Classification</u>	
1	Communications Specialist	O
2	Administrative Secretary	L
3	Purchasing Technician	K
4	Risk Management Secretary	J
5	Department Secretary	I
5	Personnel Assistant (Substitutes)	I
6	Personnel Assistant	H
6	School Office Manager	H
7	School Office Clerk	F
8	Clerk Typist	D
CLASS - GRAPHICS		
<u>Ranking</u>	<u>Classification</u>	
1	Printer	H
CLASS - INFORMATION TECHNOLOGY		
<u>Ranking</u>	<u>Classification</u>	
1	Application Specialist	O
1	Application Web Specialist	O
1	Information Systems Specialist	O
1	Network Specialist	O
2	Help Desk Technician	J
2	Network Support Technician	J
2	PC Support Technician - Telecommunications	J
3	PC Support Technician	H
4	Application Technician	G
CLASS - INSTRUCTIONAL ASSISTANT		
<u>Ranking</u>	<u>Classification</u>	
1	Speech Language Pathologist Assistant	O
2	Detention Supervisor	E
2	Expanded Learning Program Leader	E
2	Instructional Assistant: Behavior Support	E
3	Instructional Assistant O.H. Attendant	D
3	Instructional Assistant: Resource Specialist Program	D
3	Instructional Assistant: Special Day Class	D

5	Preschool Instructional Assistant	D
3	Preschool Instructional Assistant: Special Education	D
4	Instructional Assistant: Bilingual	C
5	Instructional Assistant	B
5	Instructional Assistant: Expanded Program Opportunities Program	B

CLASS - LIBRARY MEDIA ASSISTANT

<u>Ranking</u>	<u>Classification</u>	
1	Library Media Assistant	D

CLASS - MAINTENANCE & OPERATIONS

<u>Ranking</u>	<u>Classification</u>	
1	Lead Maintenance Technician	O
2	Skilled Maintenance Technician	M
3	Maintenance Technician	K
4	Lead Head Custodian	J1
4	Lead Warehouse Worker	J1
5	Warehouse Worker	I
5	Head Custodian	I
6	Maintenance Worker	H
7	Custodian	G
7	Grounds Worker	G

CLASS - SCHOOL NUTRITION SERVICES

<u>Ranking</u>	<u>Classification</u>	
1	Cafeteria Packaging Manager	I
2	Cafeteria Manager	H
3	Cafeteria Assistant Packaging Manager	G
4	Cafeteria Assistant Manager	F
5	Cafeteria Cook/Baker	E
6	Cafeteria Worker	C
7	Cafeteria Food Packager	B

CLASS - STUDENT SERVICES

<u>Ranking</u>	<u>Classification</u>	
2	Community Outreach Specialist	M
3	Campus Security Liaison	J
4	Pupil Services Liaison	I
5	Community Liaison	H
6	Health Assistant	C

CLASS - TRANSPORTATION

<u>Ranking</u>	<u>Classification</u>	
1	Transportation Instructor Lead	N
1	Shop Foreman	N
2	Vehicle and Equipment Mechanic	K
3	Transportation Scheduler/Trainer	I1
4	Bus Driver	H1

MERCED CITY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE -
UNIT A, CLERICAL AND INSTRUCTIONAL; UNIT B, OPERATIONS
2024-2025; 1.25% Increase
Appendix B

Range	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>
A	16.50	16.50	16.89	17.73	18.62	19.55	20.53	21.56	22.64	23.77	24.96	26.21
B	16.50	16.89	17.73	18.62	19.55	20.53	21.56	22.64	23.77	24.96	26.21	27.52
C	16.89	17.73	18.62	19.55	20.53	21.56	22.64	23.77	24.96	26.21	27.52	28.90
D	17.73	18.62	19.55	20.53	21.56	22.64	23.77	24.96	26.21	27.52	28.90	30.35
E	18.62	19.55	20.53	21.56	22.64	23.77	24.96	26.21	27.52	28.90	30.35	31.87
F	19.55	20.53	21.56	22.64	23.77	24.96	26.21	27.52	28.90	30.35	31.87	33.46
G	20.53	21.56	22.64	23.77	24.96	26.21	27.52	28.90	30.35	31.87	33.46	35.13
H	21.56	22.64	23.77	24.96	26.21	27.52	28.90	30.35	31.87	33.46	35.13	36.89
I	22.64	23.77	24.96	26.21	27.52	28.90	30.35	31.87	33.46	35.13	36.89	38.73
J	23.77	24.96	26.21	27.52	28.90	30.35	31.87	33.46	35.13	36.89	38.73	40.67
K	24.96	26.21	27.52	28.90	30.35	31.87	33.46	35.13	36.89	38.73	40.67	42.70
L	26.21	27.52	28.90	30.35	31.87	33.46	35.13	36.89	38.73	40.67	42.70	44.84
M	27.52	28.90	30.35	31.87	33.46	35.13	36.89	38.73	40.67	42.70	44.84	47.08
N	28.90	30.35	31.87	33.46	35.13	36.89	38.73	40.67	42.70	44.84	47.08	49.43
O	30.35	31.87	33.46	35.13	36.89	38.73	40.67	42.70	44.84	47.08	49.43	51.90
G1	21.04	22.09	23.19	24.35	25.57	26.85	28.19	29.60	31.08	32.63	34.26	35.97
H1	22.09	23.19	24.35	25.57	26.85	28.19	29.60	31.08	32.63	34.26	35.97	37.77
I1	23.19	24.35	25.57	26.85	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66
J1	24.35	25.57	26.85	28.19	29.60	31.08	32.63	34.26	35.97	37.77	39.66	41.64
R1	35.97	37.77	39.66	41.64	43.72	45.91	48.21	50.62	53.15	55.81	58.60	61.53

Effective July 1, 2024

Board approved: March 11, 2025

*** Positions designated bilingual shall receive a 5% bilingual stipend.**

***Premium Pay, at the rate of 10% of the assigned hourly wage, shall be paid to employees with assigned hours of work before 7:00 a.m. and after 5:00 p.m.**

MERCED CITY SCHOOL DISTRICT
APPENDIX "C"
NOON SUPERVISOR
NOON SUPERVISOR SALARY SCHEDULE
2024-2025

January 1, 2019	\$12.00
January 1, 2020	\$13.00
January 1, 2021	\$14.00
January 1, 2022	\$15.00
January 1, 2023	\$15.50
January 1, 2024	\$16.00
January 1, 2025	\$16.50

Effective: July 1, 2025
Board approved: December 17, 2024