

## Effects of Layoffs Memorandum of Understanding

California School Employees Association and its Walnut Chapter 446  
and  
Walnut Valley Unified School District  
March 1, 2013

The Board of Education of the Walnut Valley Unified School District ("District") adopted Resolution #13-08 on November 7, 2012 laying off and/or reducing certain classified services and/or positions. As a result of the Board Action, some classified employees will be laid off or experience a reduction in hours/work year. As the exclusively recognized representative of the classified bargaining unit ("Unit"), the California School Employees Association ("CSEA") and its Walnut Chapter 446 have met with the District to negotiate the effects of the Board Action. Therefore, the District and CSEA ("Parties") have reached agreement as stipulated in this Memorandum of Understanding ("MOU") as follows:

1. The order of layoff and displacement rights shall be in accordance with Government Code and the collective bargaining agreement between the Parties;
2. Unit employee(s) who take reductions in assigned time and/or work year shall be, at the option of the employee(s), returned to a position in their former class or to positions with increased time and/or work year as vacancies become available and without limitation of time; but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.
3. Testing for positions shall be open for laid off, reduction in work hours, or employees who take demotions for the purpose of lateral and promotional opportunities. Affected employees shall be reemployed in preference to new applicants to the district.
4. The District shall notify all laid off Unit employee(s) in writing of all vacant position(s) as they become available via certified mail at the last known address. An employee who is laid off may elect demotion to a lower class in the same series in which he/she has not served in a permanent or probationary position if there is a vacant position and he/she meet the qualifications of the lower class.
5. The Parties agree to a collaborative partnership as stipulated below:
  - a. A reemployment list in the classification in which a reduction in work hours or layoff has been affected shall be submitted to CSEA within sixty (60) working days of any reduction in work hours or layoff due to lack of funds or lack of work. The reemployment list shall include hire date, effective date of reduction in work hours or layoff, ranking by seniority within the classification or higher classifications as indicated by the earned seniority hours in each classification. This same list shall be provided on a quarterly basis to CSEA from this point forward.
  - b. When Unit employee(s) affected by the Board Action are contacted by the District regarding displacement rights, Unit employee(s) shall be informed to contact CSEA for representation and/or a copy of the MOU shall be given;
  - c. Should the Unit employee request representation, the Parties shall mutually agree on a reasonable date and time to meet with the affected individual;
  - d. Should the Unit employee waive representation, the District and the Unit employee shall mutually agree to meet on a reasonable date and time; and the District shall not enter into any side agreement(s) with individual employee(s) unless negotiated with CSEA;

6. The District shall not reassign work duties previously performed by Board Action affected positions to any non-bargaining Unit District employee(s) including, but not limited to, confidential, supervisory, administrative, management volunteer(s) and/or certificated employee(s);
7. The District shall discontinue the use of volunteer(s), short term employees, and student workers in classroom(s), department(s), and/or office(s) where Unit employee(s) have been and/or will be affected by the Board Action. The District agrees to release all temporary, short term, full-time, or part-time student(s) and substitute employees so that permanent employees who meet minimum qualifications may occupy any of those vacancies.
8. The District will provide to CSEA a list of limited term employees/substitutes in classifications affected by layoff/reduction in work hours.
9. The District shall not contract out work customarily and/or routinely performed by bargaining Unit employee(s), including work which can be performed by bargaining Unit employee(s) affected by the Board Action.
10. Unit employee(s) who are reassigned additional duties outside their class and/or classification shall receive a) a five percent (5%) stipend or b) when the assigned duties are more than fifty percent (50%) in the higher classification, the rate of pay will be determined by the salary range of the higher classification.
11. Unit employee(s) who are reassigned additional duties outside their class and/or classification for a period of one (1) year, shall automatically be reclassified;
12. The District shall notify CSEA of an anticipated reclassification made pursuant to item 11, above, at least sixty (60) days in advance of the reclassification. When providing said notification to CSEA, the District shall identify the expected class and/or classification and the rate of compensation the employee is expected to be reclassified to. If requested by CSEA, the District shall meet and negotiate with CSEA the reclassification and effects thereof;
13. At the request of CSEA, the District shall meet and negotiate, regardless of class and/or classification, with CSEA the transfer of job duties, workload(s), and the effects thereof;
14. Unit employee(s) laid off by way of the Board Action shall be offered work as a substitute for any class and/or classification for which they are qualified, to include class(es) and/or classification(s) other than the class and/or classification from which they were laid off. These employee(s) shall be offered such substitute assignment(s) prior to any other employee(s) on the substitute list and shall be compensated at the rate for the classification in which they are performing the substitute work and at the step from which they were laid off.
15. The District agrees that it shall not issue letter(s) of counseling and/or reprimand, including work performance evaluation(s), to Unit employee(s) alleging deficient work performance resulting from the Districts reassignment of additional duties and/or or increased workload;
16. Unit employee(s) affected by the Board Action shall be permitted to utilize available sick leave as personal necessity leave for the purposes of seeking employment outside the District;
17. When requested, the District shall provide Unit employee(s) affected by the Board Action with letter(s) providing employment recommendation, including employment reference verifying the Unit employee's employment history with the District;
18. The District shall provide assistance in resume writing and job interviewing techniques to Unit employee(s) who have been affected by the Board Action through the Personnel Commission.
19. The District will continue to provide existing health benefits through July 31, 2013 to those laid off/reduced in work hours employees.

20. When the District reemploys a laid off permanent classified employee (person(s) who experience a break in service) within 39 months, the employee shall be fully restored to his/her class and/or classification with all the rights to permanent status including leave accrual, longevity and seniority.
21. While the association acknowledges that it is within the District's rights to layoff positions the Parties agree this MOU is part of the current Agreement and, therefore, any and/or all provision(s) of this MOU are subject to provisions of the grievance procedure of the Agreement;
22. This MOU is subject to CSEA Policy 610 process(es) and procedure(s); and
23. Upon ratification by CSEA membership and the Board of Education of the District, this MOU shall be binding on the Parties.

Agreed:

  
Kathy Granger  
Asst. Supt. Human Resources

  
Margarita Gutierrez  
President, CSEA Walnut Valley #446