

MEMORANDUM OF UNDERSTANDING

Effects of Lay-Off

Placentia-Yorba Linda Unified School District

and

CSEA Chapter 293

May 30, 2008

This Memorandum of Understanding represents the completion of the negotiation process on the effects of the classified employee lay-off authorized by the Board of Education on March 11, 2008 to be effective on July 1, 2008. This Memorandum of Understanding shall not be precedent setting and shall apply only to the Resolution adopted by the Board of Education on March 11, 2008.

This District and Association agree to the following:

1. The provisions of this lay-off will be effective July 1, 2008 unless modified elsewhere in this agreement.
2. Benefited positions (*4 hours per day or more*) shall not be split apart or awarded to multiple unit members despite the seniority of those affected.
3. Those unit members with equal hire dates shall have their seniority over one another determined based on the last two numbers of their Social Security Number. The unit member with the highest numbers will become the most senior of the group. In the event of 3 or more unit members have the same seniority date, the numbers ranging from high to low will determine seniority high to low.
4. It is mutually recognized that the lay-offs in Exhibit A of the Resolution is a worst case scenario and the District will adjust and reduce lay-offs to the degree the adopted State of California Budget and District budget allows. Retirements and other vacancies will be utilized to the benefit of those unit members who are impacted by this action.
5. Work eliminated by this action shall not be transferred outside the bargaining unit.
6. The District shall not advertise any vacancy in a classification affected by the lay-off until such work has been offered to and declined by those unit members directly affected. Refusal of such work shall not diminish the unit members recall rights.
7. When a vacancy exists in a classification not included in Exhibit A, a unit member who was laid-off, who meets the minimum qualifications for the vacant position and submits an application shall be offered an opportunity to interview for the vacant position. Refusal of such opportunity shall not diminish the unit members recall rights.

8. In the specific case of Elaine Miles, the determination of lay-off shall be deferred to October 15, 2008. Should the El Dorado High School enrollment at that time justify the position be retained, the lay-off shall be rescinded. If the enrollment does not justify the retention of the position, then Elaine Miles will be transferred to a 3.75 hour per day position as a Payroll Clerk or a 3.75 hour per day position as a Clerk I.
9. Those unit members who are laid off shall be offered substitute and or short term work before such work is offered to any other non-unit members. ***Failure to accept such offer shall not diminish unit members' recall rights.***
10. Unit members designated for lay-off shall be allowed up to three (3) days of paid release time to seek alternative employment. Such release time shall be mutually agreed upon by the unit member and his/her supervisor.
11. Upon request, the District shall provide reasonable assistance in resume preparation, testing and interviewing techniques.
12. Upon request, the District shall provide each affected unit member with a letter of recommendation.
13. The District shall comply with all provisions of the California Education Code, relevant PERB decisions and the Master Classified Employment Agreement as they pertain to the lay-off of classified employees.
14. *Unit members who as a result of District action are no longer eligible for previously received health benefits shall continue to be eligible for such benefits under the same conditions through August 2008.*
15. *The District shall not advertise any vacancy in a classification for which unit members scheduled for lay-off may reasonably be qualified without first offering an interview to such members. Refusal of such work shall not diminish the member's recall rights.*
16. *For the purpose of reductions/lay-off, seniority of Computer Instructional Specialists, Elementary Library/Media Technicians and library Media Assistants shall be based upon their immediately preceding classifications.*
17. *Any difference arising from the interpretation, administration, or application of this Memorandum of Understanding may be addressed through the grievance procedure set forth in Article VIII of the Collective Bargaining Agreement or other remedial mechanisms available by law, if applicable.*

District

CSEA

Date