

## MEMORANDUM OF UNDERSTANDING

Between the California School Employees Association and its  
Placentia-Yorba Linda Chapter # 293  
And the Placentia-Yorba Linda Unified School District  
July 17, 2013

This Memorandum of Understanding represents the completion of the negotiation process on the effects of the classified employee layoff authorized by the Board of Education on May 21, 2013. This Memorandum of Understanding shall not be precedent setting and shall apply only to Resolution 31 adopted by the Board of Education on May 21, 2013.

The parties agree to the following:

1. Those unit members with equal seniority dates in the classification being eliminated shall break the tie based on the last two numbers of their Social Security Number. The unit member with the highest two digit number will become the most senior of the group.
2. Work eliminated by this action shall not be transferred outside the bargaining unit nor shall it be transferred to bargaining unit members as extra hours.
3. The District shall not advertise any vacancy in a classification affected by the layoff until such work has been offered to and declined in writing no more than five (5) times by those unit members directly affected by the layoff. Refusal of such work shall not diminish the unit members' recall rights.
4. The District shall send all affected members on the reemployment list an interest form (See Attachment) for substitute and/or short term work by August 7, 2013. Affected members who submit the interest form shall be offered substitute and/or short term work, during the period of time that they remain on the re-employment list, as described below:

Affected members who submit the interest form shall be offered any substitute and/or short term work in their classifications prior to that work being offered to other unit members and/or non-bargaining unit members. This shall not include the pre-registration short-term work at Elementary Schools that is customarily performed at the beginning of each school year by permanent bargaining unit members at that location. Failure to accept such offers shall not diminish the unit members' recall rights.

- a. Affected members who submit the interest form shall be offered substitute and/or short-term work in a different classification than their own if they meet the qualifications of the job description and hiring criteria. Members must complete the process of application, interview, and reference check as applicable to each position to be offered the work. Members shall be offered such work prior to that work being offered to other unit members and/or all non-bargaining unit member applicants. Failure to accept such offers shall not diminish the unit members' recall rights.

5. Unit members who are laid off and apply to any open positions in a classification for which they meet the qualifications of the job description and hiring criteria shall be interviewed and their reemployment shall take preference over all other applicants as per the court decision in *Tucker v. Grossmont*.
  - a. In instances when more than one laid off bargaining unit member has applied to a position in a classification different than their own and when both meet the qualifications, the selection shall be made with consideration first to whether the member's classification was within the job series of the new position and second on how the classification's essential job elements (as described in the job description and posting) are similar to that of the applicant's previous classifications. If two applicants or more have equal standing using the above criteria, then seniority shall be the determining factor. Failure to accept such offers shall not diminish the unit members recall rights.
  - b. Affected members who are selected to a new position under this section shall have the opportunity to apply and be considered for other positions during their three (3) month probationary period.
6. Any classified employee on layoff who returns under the 39-month rehire provisions shall maintain, but not add to, their same hire date, longevity, and any other benefits due to them as if there were no break in service.
7. If a member is recalled from layoff they shall receive any step or longevity increases due to them during the break in service immediately upon reemployment.
8. Unit members designated for layoff shall be allowed to use their annual allotment Personnel Necessity Leave and/or Vacation to seek alternative employment.
9. Upon request, the District shall provide each affected unit member with a letter of reference.
10. The District shall comply with all provisions of the California Education Code, relevant PERB decisions and the Collective Bargaining Agreement as they pertain to the layoff of classified employees.
11. Affected unit members, who receive health and welfare benefits, shall continue to receive health and welfare benefits under the same conditions as per Article XX in the Collective Bargaining Agreement until October 31, 2013 after which they may elect to purchase health insurance at her/his sole expense pursuant to COBRA.
12. The District shall provide the Chapter, by the 1<sup>st</sup> working day of each month, a list of bargaining unit members on the re-employment list. This list shall include the following information for each member of the list: their classifications, type of layoff, whether they have accepted voluntary demotions or reductions in assigned time in lieu of layoff, and the time remaining for recall purposes.
13. The parties shall begin the interactive process of negotiations regarding the workload of bargaining unit members in the affected classifications by August 31, 2013.

14. Any difference arising from the interpretation, administration, or application of this proposed language may be addressed through the grievance procedure set forth in Article VIII of the Collective Bargaining Agreement or other remedial mechanism available by law, if applicable.

**Signed by:**

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Allyson Holt, President  
CSEA and its Chapter #293

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Placentia-Yorba Linda USD

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Mara Otero  
CSEA Labor Relations Representative

Interest Form for Substitute and Short-Term Assignments for  
Bargaining Unit Members on the Reemployment List

This form identifies your interest for substitute and/or short-term assignments at PYLUSD. Please note the following:

- This submitted form, and your preference in assignments, shall be considered for the duration of your time on the re-employment list, as defined in Article XIV of the Collective Bargaining Agreement.
- By submitting this form and accepting any substitute and/or short term work you shall remain on the reemployment list and failure to accept any offers shall not diminish your recall rights.
- Work will be offered as soon as you submit the interest form and as work becomes available.
- If you wish to be considered for work in classifications for which you have not worked previously you must meet the qualifications of the classification as defined in the job description and complete the process of application, including an interview and reference checks depending on the position.

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Last Classification Held: \_\_\_\_\_

List all of the Classifications for you which you wish to be considered for substitute and/or short-term assignments. Please be specific because this will be the list that Personnel will use to offer you available work.

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Personnel: \_\_\_\_\_