

HARTNELL COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #470

SIDE LETTER AGREEMENT
July 16, 2007

The following replaces Article 20 – Layoff in its entirety for the duration of the 2005/08 Collective Bargaining Agreement..

ARTICLE 20 - LAYOFF

1. Reason for Layoff

Layoff shall occur only for lack of work or lack of funds.

2. Advance Notice to CSEA

The District shall inform CSEA regarding the effects of any planned layoffs which will affect the unit's workforce. The District shall contact CSEA and offer to discuss the possible layoff and to invite suggestions for possible cost saving alternatives to layoffs.

3. Notice to CSEA

The District shall notify CSEA in writing as soon as the decision is made to agendaize layoffs for a Board meeting. Any notice of layoff shall specify the reasons for layoff and identify the classification and the positions designated for elimination.

4. Notice to Employee:

Unless otherwise authorized in Education Code §88014, affected unit members shall be given written notice of layoff delivered personally or by registered mail not less than 45 calendar days prior to the effective date of layoff. The notice shall include information of their displacement (bumping) rights, if any, and their reemployment rights. A copy of the notice (including all attachments) will be provided to CSEA.

5. Notice to Employee - Specially Funded Programs:

In cases where positions in specially funded programs expire at the end of a school year, classified employees subject to layoff for lack of funds shall receive written notice on or before April 29. If the termination date of the specially funded program is other than June 30, the notice shall be given at least 45 days before the effective date of the layoff.

6. Order of Layoff:

Any layoff shall be affected within a classification. The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. Movement from one classification to another at the same salary range (lateral classification) shall be considered movement to a higher classification for seniority

purposes; the original classification held by the employee shall be considered the lower classification. The unit member with the least seniority within the classification plus higher classes shall be laid off first. "Higher classification" means a classification with a higher monthly salary range. "Lower classification" means a classification with a lower monthly salary range.

7. Seniority Calculation:

Seniority and length of service for all purposes related to bargaining unit members shall be determined by hire date in classification.

8. Seniority Ties:

Two or more unit members with the same seniority shall have the tie broken by using each unit member's hire date (month and day) in the classification. In the event that a tie still exists, the last four digits of the unit member's social security number shall determine seniority order (with the highest number being the highest seniority). This seniority rank shall be reflected on the seniority list and a record of such shall be placed in each affected employees' personnel file.

9. Short-Term Employees:

A classified unit member shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.

10. Displacement (Bumping) Rights and Other Options:

A unit member whose position is eliminated by the District or who is displaced from his/her position by a unit member exercising bumping rights shall be presented with the following options:

- a. bump into a vacant position in the same classification (if a vacant position with the same schedule, hours and worksite (Salinas or King City) exists, options c and d below shall not apply);
- b. bump into a vacancy in a lower or higher classification in which the unit member has the appropriate seniority;
- c. bump into a position that is held by the least senior unit member in the same classification;
- d. bump into a position held by the least senior unit member in a lower or higher class in which the unit member has greater seniority considering his/her seniority in the lower class and any higher classes;
- e. layoff;
- f. retirement in lieu of layoff;
- g. resignation in lieu of layoff.

11. Layoff in Lieu of Bumping:

A unit member who elects a layoff in lieu of bumping is eligible for reemployment in each class for which s/he holds seniority, in accordance with his/her class seniority, for a thirty-nine (39) month period. The unit member shall be reemployed in the reverse order of layoff.

12. Voluntary Demotion or Voluntary Reduction in Hours in Lieu of Layoff:

Bargaining unit members who accept a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be eligible for an additional twenty-four (24) months of reemployment rights to the class for which they were laid off. If a unit member is laid off and subsequently rehired, according to his/her seniority rights, into a position in a lower class or with lesser hours than his/her position at the time of layoff, s/he shall be afforded the sixty-three (63) months of rehire rights calculated from the original date of layoff.

13. Retirement in Lieu of Layoff:

- a. A bargaining unit member may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such a member shall notify the District in writing of said retirement. The unit member shall then be placed on a thirty-nine (39) month reemployment list in accordance with this Article.
- b. The District agrees that when an offer of reemployment is made to an eligible person retired under this Article and the District receives, within ten (10) working days, a written acceptance of the offer, the position shall not be filled by any other person and the retired person shall be allowed sufficient time to terminate his/her retired status.
- c. If the retiree qualifies for retiree health and welfare benefits, nothing in the Agreement shall be construed to entitle the retiree to additional years of benefits if s/he retires in lieu of layoff and returns to work. For example, if the employee is entitled to five years of retiree health and welfare benefits and uses two years while retired in lieu of layoff, s/he will only be entitled to an additional three years of retiree health and welfare benefits if s/he returns to work and retires a second time.
- d. Any election to retire after being placed on a reemployment list shall be deemed a 'retirement in lieu of layoff' within the meaning of this section.

14. Voluntary Resignation in Lieu of Layoff:

A permanent bargaining unit member who voluntarily resigns in lieu of layoff from the District and who is rehired into the same classification within thirty-nine (39) months shall be restored all of the rights, benefits, and burdens of a permanent classified employee and the break in service shall be disregarded. Seniority shall not be earned during the break in service; however, the unit member's previous seniority shall be reinstated upon rehire.

15. Reemployment Order:

All unit members on reemployment lists, regardless of the reason for being placed on the list, shall be ranked in seniority order. Reemployment shall be offered in seniority order. In the event of a tie in seniority, those on the reemployment list due to lay off shall take precedence.

16. Notification of Reemployment Opening:

A unit member 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 by the unit member to the District Human Resources Department, with a copy sent to the CSEA Chapter President, which shall acquit the District of its notification responsibility.

17. Notification to District:

A unit member shall notify the District Human Resources Department of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of a reemployment offer. If the unit member accepts reemployment, the unit member must report to work within ten (10) working days following acceptance of the reemployment offer.

18. Removal from Rehire List:

If a unit member receives an offer for a position with the same work year, number of hours per week, and classification held at the time of layoff, and turns down the offer, the unit member shall be removed from the reemployment list. Failure to accept any other rehire offer will not result in removal from the list.

19. Vacancy Posting:

Each laid off unit member shall provide the District with a current e-mail address to which the District shall forward all classified job vacancy postings to each laid off unit member until each unit member is reemployed in the District or his/her reemployment rights expire. A unit member may waive this provision by providing a written statement to the District.

20. Promotional Opportunities:

Laid off employees shall, for a period of thirty-nine (39) months following layoff, have the right to apply for promotional positions as an in-house applicant and use their bargaining unit seniority therein.

21. Seniority During Layoff:

Upon return to work, all time during which an individual is in layoff status shall be counted for seniority purposes not to exceed thirty-nine (39) months. Vacation, sick leave, holidays or other leave benefits shall not accrue during the period of layoff.

22. Reemployment After Layoff:

A laid off unit member, when reemployed, shall be placed on the salary step with all rights and benefits, including accumulated sick leave, accorded to him/her at the time of layoff. A unit member who accepted a voluntary move to a different classification in lieu of layoff and is subsequently reinstated to his/her previous classification shall be placed on the salary step to which s/he would have progressed if s/he had remained in the original classification. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the District.

23. Reemployment of Probationary Employee:

A laid-off probationary employee, when re-employed, shall be reemployed as a probationary employee. The time served prior to layoff shall be counted toward the

required probationary period. S/he shall be reemployed with all rights and benefits accorded to him/her at the time of layoff.

24. Substitute and Short Term Work Offers:

Bargaining unit members on the reemployment list shall receive first priority for “substitute” or “short term” opportunities, if the duration of the work is at least two months. The laid off unit member must have worked in the classification or in a lower related classification and must meet the minimum qualifications of the job description for the available work. Offers shall be made in seniority order. If the most senior person is not available by phone after reasonable attempts are made or is not available for work, the substitute or short term work will be offered to the next most senior person, in descending order, until the list of laid off employees is exhausted.

25. Transfer of Work:

Prior to transferring the work of any laid off or reduced bargaining unit position, the District and CSEA shall meet to negotiate the impacts and effects of such transfer. “Work” in this case means that which is significant, reoccurring and/or was an essential function of the laid off or reduced position.

26. Improper Layoff:

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error.

For CSEA Chapter 470

For Hartnell Community College
District

Date

Date