

MEMORANDUM OF UNDERSTANDING REGARDING EFFECTS OF AB 438
BETWEEN
DESERT COMMUNITY COLLEGE DISTRICT (DISTRICT) AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION& ITS COLLEGE OF THE DESERT
CHAPTER 407 (CSEA)
February 16, 2022

The Desert Community College District ("District") and the California School Employees Association and its College of the Desert Chapter 407 ("CSEA") (collectively "Parties") recognize the importance of ensuring collective bargaining agreement language and District procedures comply with the current legislation.

This Memorandum of Understanding (MOU) will take effect from the date of execution and will modify the current contract language under Article 18.

Pursuant to negotiations between the Parties, the following MOU is in regard to the effects related to the implementation of Assembly Bill 438. To this end, the District and CSEA agree to the following:

ARTICLE 18: LAYOFF

18.1 Definitions and Reason for Layoff

18.1.1 Employee – An employee, for the purposes of this Article, is a permanent employee or probationary employee of the classified bargaining unit.

18.1.2 Layoff – A layoff is a reduction in force or a reduction in hours of classified employees.

18.1.3 Reduction in Hours – Any reduction in regularly assigned time.

18.1.4 Seniority or Length of Service – For the purposes of this Article means all hours in paid service, whether during the school year, a holiday recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.

18.1.5 Effective Date of Layoff ~~or Termination Date~~ – Shall be the day following the last actual working day.

18.2 Notice of Layoff

- 18.2.1 When, as a result of reduction or elimination of the service being performed by any department where classified employees are subject to layoff for lack of work or funds, affected employees shall be notified by ~~regular~~ registered United States mail sent to the most recent address provided to the District by the employee. The notice shall be sent to the employee no later than ~~sixty (60) calendar days prior to the effective date of layoff~~ March 15 for the ensuing academic year.
- 18.2.2 When, as a result of the expiration of a specially funded program, where ~~classified positions must be eliminated at the end of any school year, and where~~ classified employees will be subject to layoff for lack or termination of funds, the employees ~~to be laid off at the end of the school year~~ shall receive notification of layoff ~~no later than April 29~~ in accordance with California Education Code Section 88017.
- 18.2.3 ~~However, if the termination date of any specially funded program is other than June 30, the layoff notice shall be sent to the employee no later than sixty (60) calendar days prior to the effective date of the layoff.~~
- 18.2.4 The layoff notice shall contain:
1. A statement as to whether the layoff is for lack of work or lack of funds;
 2. The employee's displacement (bumping) rights (if any);
 3. The employee's reemployment rights;
 4. ~~A statement of the employee's right to representation by the CSEA;~~
 5. 4. A copy of each layoff notice shall be sent to the current CSEA Chapter 407 President.

18.3 Displacement of Bargaining Unit Work

- A. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.
- B. Persons laid off because of a lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

- C. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions 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 up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- D. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be ~~(at the option of the employee);~~ returned to a position in their former class or to positions with increased assigned time 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.
- E. Those employees laid off shall be eligible for rehiring in the class from which they were reduced or eliminated for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.
- F. If the person is reemployed in a new position and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month or 63-month period. The remaining time period shall be calculated as the time remaining in the 39-month or 63-month period as of the date of reemployment.

18.4 Bumping Rights

Any layoff shall be effective within a class. The order of layoff shall be based on seniority within that class (regardless of the source of funding i.e., District or externally funded) and higher or equal classes throughout the District. An employee with the least seniority within a class plus higher or equal classes shall be laid off first. Seniority shall be based upon the number of hours an employee has been in paid status as a permanent employee, plus higher or equal classes.

18.5 Time Line to Exercise Bumping Rights

Once the notification of layoff is sent, an employee who has displacement rights must notify ~~the Executive Director of Human Resources of his/her~~ their intention to exercise bumping rights within seven (7) working days.

18.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping shall maintain ~~his/her~~ their reemployment rights as defined under this Article.

18.7 Seniority Roster

The District shall provide CSEA, and its College of the Desert Chapter 407 with an updated seniority roster by July 31 of each year, as well as 60 days before the effective date of any layoff(s).

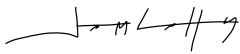
18.8 Applicable Provisions

All other provisions pertaining to layoff and reinstatement found in the California Education Code regarding non-merit community college district classified employees shall be applicable.

This is a tentative agreement subject to the approval process of both parties, including CSEA's Policy 610.

For CSEA

For the District



Jim Lilly, Negotiator



Michael Gayle, Negotiator



Michael Harlow, Negotiator



Keith Prouty, Negotiator



Ana Quintana, Negotiator



E.Caskie (Feb 22, 2022 10:39 PST)

Beth Caskie, LRR, CSEA



Diana Galindo (Feb 17, 2022 08:20 PST)

Diana Galindo Vice President, Human Resources



Terri Wilson, Interim Director, Human Resources

Feb 22, 2022

Date












ARTICLE 18 Layoff AB438 Effects Markup MOU


Final Audit Report

2022-03-14


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 Agreement completed.

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