

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Long Beach Unified School District

And

CSEA Long Beach Chapter 2 Unit B

Effects of Layoffs

April 17, 2023

Article VI. D. of the Agreement between the California School Employees Association Chapter 2 Unit B ("CSEA") and the Long Beach Unified School District ("District") and the following constitutes the full and complete agreement between the CSEA and the District regarding the effects of layoff for positions identified by action of the Board of Education for the period from **February 2, 2023** through **June 30, 2024**, due to lack of work or lack of funds.

1. The District shall release all probationary, temporary, short term, limited term and substitute employees before it lays off bargaining unit members or reduces the hours of bargaining unit positions in the affected classifications.
2. Notice of Layoff. Layoff shall occur for lack of work or lack of funds. The notice of layoff shall be delivered to the unit members by personal service or sent by certified mail to affected bargaining unit members to the last address given to the District **according to the timeline outlined in Education Code 45117 as amended.**
 - a. The President of the CSEA chapter shall receive a copy of the layoff notice from the Personnel Commission simultaneously when it is mailed to the bargaining unit member. The notice shall contain:
 - i. The bargaining unit member's name;
 - ii. The reason for layoff and its effective date;
 - iii. The bargaining unit member's displacement ("bumping") rights, if any;
 - iv. The bargaining unit member's reemployment rights and
 - v. A statement of any eligibility for contractually provided health and welfare benefits, COBRA benefits, and/or compensations;
 - vi. A statement of displacement services offered by the District, and
 - vii. The identification of all parties copied.
3. Order of Layoff. The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. A bargaining unit member with the least seniority within the affected classification plus higher classifications shall be laid off first.

Seniority will be based on hours worked in classification plus higher classes without regard to hours-per-day or days-per-year worked. For the purposes of computing seniority, all time during which a bargaining unit member is in paid status, excluding overtime, shall be computed as hours in paid status.

4. Bumping Rights. The term "bumping" as used in this section is used to describe when one unit member displaces another unit member from a position based upon seniority. It is understood that any unit member placement must be to a position for which they are qualified as determined by the Rules and Regulations of the Classified Service. As used in this section, "assigned time" is a product of the full-time equivalency (FTE) times the assigned days in the fiscal year at the time of layoff.
- a. The District is not obligated to split any position to accommodate an employee impacted by the layoff who is working less than 1.0 FTE. To split a position means a position that before layoff had one incumbent and placement after layoff would require more than one incumbent.
 - b. Any employee who is most senior who declines a position of greater hours or increased work calendar may decline two (2) offers of placement that make the employee whole or more than whole. A third refusal results in the removal of the employee from the reemployment list.
 - c. If more than one employee in the same classification is exercising bumping rights, the more senior laid off employee may displace the least senior employee with the greatest assigned time within the affected classification.

Bumping rights shall be based on the following steps:

Placement into Current Classification

- I. A determination will be made if a vacancy exists that is equal in assigned time in the displaced unit member's current classification. If so, the unit member will be placed in that vacancy.
- II. If no equal vacant assignment is available, a determination will be made if a vacancy exists that is of greater assigned time than the displaced unit member's current classification. If so, the unit member will be placed in that vacancy.
- III. If no vacancy placement is available, the unit member will be displaced based upon seniority. Seniority is based upon hours in paid status. Placement will be made by bumping the least senior unit member in the same class who is equal in assigned time in their current classification. (See 4.c)
- IV. If no equal placement is available, then the placement will be into a position in the same class by bumping the least senior unit member who has an increased assigned time in their current classification. (See 4.c)

- V. If no equal or increased placement is available, then the unit member will be placed into a position by bumping the least senior unit member that is less than, but closest to their current position in the same class.

Placement into Former Classification

If no placement can be made in the same classification, a determination will be made if the displaced unit member can be placed in their former classification as follows:

- I. A determination will be made if the displaced unit member can be placed in a vacancy of a former classification that is equal in assigned time in their current classification. If so, the unit member will be placed in that vacancy.
- II. If no equal vacant assignment in a former classification is available, a determination will be made if the displaced unit member can be placed in a vacancy that is of greater assigned time than their current classification. If so, the unit member will be placed in that vacancy.
- III. If no vacancies are available, placement will be made in the former classification by bumping the least senior unit member in the former classification who is equal in assigned time as that of the unit member's current classification. (See 4.c)
- IV. If no equal placement is available, placement will be made in the former classification by bumping the least senior unit member that has greater assigned time than that of the unit member's current classification. (See 4.c)
- V. If no equal or increased placement is available, then the unit member will be placed by bumping the least senior unit member in a former classification that is less than, but closest to that of the unit member's current classification.

Placement into a Vacancy Where the Unit Member Has Not Worked

Placement into a vacancy where the unit member has not worked shall be deferred to the practices and procedures of the Personnel Commission.

- 5. Transfer Due to Elimination of a Position at a Work Site. When a transfer is necessitated by the elimination of a position at a work site, the transfer will be accomplished in accordance with Article IX A.3 of the Collective Bargaining Agreement between CSEA and the District.
- 6. Equal Seniority. If two (2) or more bargaining unit members subject to layoff have equal classification seniority (hours in paid status, excluding overtime), the

determination as to who shall be laid off will be made on the basis of date of hire in the classified service, or if that is equal, then the determination shall be made by lot.

Date of hire is defined as the bargaining unit member's first probationary assignment in the classified service with no consideration for unpaid breaks of service.

7. Voluntary Demotion or Voluntary Reduction in Hours.

Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be classified 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 up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, return to a position in their former class or 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.

8. Retirement In-Lieu of Layoff. Bargaining unit members who are eligible to retire under CalPers may elect to retire in lieu of layoff. Such bargaining unit members shall be placed on the appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System (PERS) of the fact that retirement was due to layoff for lack of work or lack of funds. If the bargaining unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the PERS has properly processed the bargaining unit member's request for reinstatement from retirement (California Education Code Section 45115).

9. Re-employment Rights. Bargaining unit members who are laid off shall be entitled to all rights related to reemployment in accordance with statutes, CSEA Provisions of Agreement, Unit B.

- a. Bargaining unit members laid off because of lack of work or lack of funds are eligible to 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.
- b. A bargaining unit member who elects a layoff in lieu of bumping shall maintain re-employment rights.

- c. Bargaining unit members on reemployment lists may apply for any vacant position as long as they meet the minimum qualification of the position.
- d. Upon reemployment with the District, all sick leave accumulated with the District, prior to the effective date of layoff and not transferred to another school district, will be credited back to the bargaining unit member's records.
- e. Refusal of an offer of reemployment at a lesser number of hours-per-day or workdays-per-year in the same classification shall not affect the standing of any bargaining unit member on a reemployment list.
- f. Reemployment shall be in the reverse order of layoff (California Education Code Section 45308).
- g. The District shall comply with the provisions of the Education Code Section 45115 when reinstating a bargaining unit member from Layoff- Service Retirement.

10. Continuation of Health and Welfare Benefits.

- a. Bargaining unit members being laid off with no offer of continued regular benefited employment in another classification will have all "health benefits" for which they have been eligible extended for a period of (90) ninety calendar days following layoff with the District providing 100% of the premium. As used in this section "health benefits" means medical benefits including mental health benefits per Article V.B.6 of the Agreement. The District will also include dental and vision coverage for (90) ninety calendar days following layoff.
- b. In accord with Article V, Section B.1 of the Agreement, for affected bargaining unit members who enroll in COBRA, the District will pay 100% of the COBRA premiums for benefits as outlined in Section 10(a). The specific benefits of health, dental and vision offered under COBRA are the same as those received prior to layoff. Eligibility for benefits is defined in Article V, Section B.1 of the CSEA contract.
- c. At the end of the (90) ninety calendar days, bargaining unit members have the option to continue coverage under COBRA by personally paying 100% of the premiums.
- d. Prior to the effective date of layoff, the District will offer to meet with displaced bargaining unit members to assist them and answer questions regarding continuation of their coverage under COBRA.

11. Additional Benefits. In addition to the matters set forth above, the District agrees that the following provisions shall apply to those bargaining unit members who are served with a layoff notice.

- a. Bargaining unit members being laid off with no offer of continued regular employment, or who decline to accept such an offer in another classification, may be given priority enrollment in District employment training programs through the Long Beach School for Adults (LBSA) while on the layoff reemployment list.
 - b. Bargaining unit members being laid off with no offer of continued regular employment, or who decline to accept such an offer in another classification, shall be entitled to use a maximum of twelve (12) hours of release time to seek new employment. Unit members may also utilize personal necessity leave as outlined in Article VIII. L. 7, Compelling Personal Reasons.
 - c. The District shall request displacement services, and through the Personnel Commission, may offer services to all bargaining unit members being laid off. Such services shall be offered exclusively by the Personnel Commission and may consist of, but not be limited to, assistance in identifying skills and interests for other employment, test-taking skills, administering tests to determine qualification in other job classifications, resume writing and interviewing skills, and information regarding employment opportunities outside of the District.
 - d. The District shall provide each bargaining unit member with a letter of employment verification and the reason for separation upon request. This request shall not prohibit the issuance of a letter of recommendation by a district administrator.
 - e. The Personnel Commission will inform laid off bargaining unit members of the availability of unemployment benefits provided by the Employment Development Department ("EDD"). The determination regarding benefit eligibility lies within the jurisdiction of the EDD. The District shall not contest any claim for unemployment benefits applied for by eligible laid off bargaining unit members.
 - f. Bargaining unit members must notify Personnel Commission of any job classification in which they request to be considered for employment as a limited term-substitute. If the classification is other than the classification from which the bargaining unit member was laid off, the bargaining unit member must meet the eligibility requirements of the Personnel Commission and all qualification as outlined in the job description. When assigned substitute work, preference shall be given to laid-off bargaining unit members whenever possible.
12. The District shall not exceed its authority granted or required by the Education Code in contracting out for services.
13. The District shall not exceed its authority provided by statute, contract, and the Rules and Regulations of the Classified Service regarding the assignment of work, overtime and the use of volunteers.
- a. The District shall not expand the use of volunteers or college aides to perform the work of bargaining unit members in classifications that have been subject to elimination of services.
 - b. While the parties agree that some work may be eliminated as a result of layoff,

the District reserves the right to redistribute work within the bargaining unit. It is the District's responsibility to ensure that workloads are fair and equitable. The supervisor shall meet with the affected bargaining unit members to discuss the work assignment, and the manner in which the work will be prioritized. District managers will monitor the redistribution of work and workload. This does not prohibit CSEA from addressing workload concerns with the District or District managers to insure the rights of bargaining unit members are protected.

14. This agreement is effective through June 30, **2024** and subject to Board approval and ratification by the bargaining unit in accordance with CSEA 610 Policy.
15. Any reference to the Personnel Commission in this Agreement is made with the understanding that the Personnel Commission is a separate legal entity. Despite this separation, the Personnel Commission and its duties are important to the parties, and as such, the parties will continue to work with the Personnel Commission in the implementation of this agreement.
16. **Any grievances regarding implementation of this MOU will be initiated at Level II of the grievance process outlined in Article XIII, Section D of the CSEA Unit B Collective Bargaining Agreement.**

Signed/approval:

For the District:

Steve Rockenbach - Director, Employee Relations & Ethics

Date: 5/3/2023

For CSEA:

Kellyanna Miller

CSEA Chapter 2 Administrator

Date: 5/9/2023

Mitchell Stewart

CSEA Labor Representative

Date: 5/9/2023

Brandon Record

CSEA Unit B Negotiation Team Member

Date: 5/9/2023

Carlos Benitez

CSEA Unit B Negotiation Team Member

Date: 5/9/2023