



LETTER OF MUTUAL UNDERSTANDINGS BETWEEN
CABRILLO COLLEGE DISTRICT AND
CABRILLO CLASSIFIED EMPLOYEES UNION

RE: CLARIFICATION OF CONTRACT PROVISIONS RELEVANT TO
2008-2009 LAYOFF/REDUCTION IN FORCE

July 3, 2008

This document will confirm the mutual understandings between the District and the Union regarding the appropriate implementation of Article 16 (and other relevant articles) of the 2007-2009 Collective Bargaining Agreement between the District and CCEU and how that Contract is to be applied during the 2008-2009 upcoming layoff/reduction in force. These understandings are a result of “meet and confer” sessions between the parties at which the parties reviewed and clarified, but did not renegotiate Contract provisions relating to the procedure for, and effects of layoffs/reductions.

ARTICLE 16 – NEGOTIATED LAYOFF AND REEMPLOYMENT

1. For the purpose of layoffs, seniority shall be the District hire date as defined in Article 16.3.1, without regard to percentage of assignment or number of months in the employee’s current assignment (i.e. 50% 10 mos. employee could displace a 100%, 12 mos. employee in same classification).
 - a. Whenever a classified employee shall be laid off, the order of layoff shall first be by call for volunteers in the classification designated for layoff, and then shall be determined by seniority as defined in article 16.3.1 of the employees in the classification.
 - b. The employee who has been employed the shortest time as defined in Article 16.3.1 shall be laid off first.
 - c. If two or more employees have the same hire date, a drawing shall be held to determine the order of seniority for purposes of layoff.
 - d. The District reserves the right to structure positions according to the District’s needs consistent with Article 3 (District Rights) of the negotiated Contract.
 - e. For purposes of layoff, class is defined in section 16.3.3 of the Contract as current classification plus deleted classifications from which it directly evolved (e.g. Custodian I/II to Custodian; Payroll Technician I/II to Payroll Technician).
 - f. Date of hire shall be advanced to account for any period in which the employee is in unpaid status (this does not include time spent on a reemployment list due to layoff) as defined in Article 16.3.2.
2. Layoff/reduction notices will initially be sent the week of July 7, 2008 to incumbents whose positions are being affected by the 2008-2009 budget reductions.
3. Whenever possible, notice will be hand-delivered to workers on-site. If the District is unable to effect hand-delivery, the notice will be mailed to the worker’s home address on file with the District’s Human Resources office.
4. Incumbents who receive initial layoff/reduction notices will have five (5) working days to respond in writing, noting their choice of options contained in the notice. Incumbents who receive subsequent layoff/reduction notices due to displacement will also have five (5) working days to respond in writing, noting their choice of options, if any.

5. Recipients of notices will have the following options (where applicable) pursuant to Article 16:
 - a. Accept the layoff or reduction in assignment in lieu of bumping (section 16.6).
 - b. Retire in lieu of layoff or reduction in assignment (16.8).
 - c. Displace an equal or lower class in which the employee has greatest seniority considering his/her seniority in the equal and lower class and any higher classes. The displaced employee shall first bump into an equal class in which they have seniority, and may continue bumping into a lower class only to avoid layoff. (16.4).
6. For a limited period during this reduction in force, the District agrees to allow on-campus promotional opportunities for current regular classified employees, excluding classified hourly employees. This will result in on-campus promotional opportunities for all workers, including those slated for layoff and/or who have no displacement or bumping options.
7. Workers at the "II level" of a job classification (such as Program Specialist), who have received a non-competitive promotion after one year and who are bumped to a "I level" position will remain in the "II level" classification.
8. Per Article 16.8, employees have a right for reemployment in the class from which they were laid off. Per Article 16.10, the employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee does not respond during this ten (10) day period, a 2nd notification will be sent to the employee's home address on file with the District's Human Resources office. If the employee does not accept the reemployment, after the 2nd notification (an additional five (5) working days from receipt of the District's 2nd notice), the employee's eligibility on the reemployment list shall terminate.
9. Reemployment rights will be at the full-time equivalent (FTE) level equal to or less than the assignment in the same classification the employee formerly held immediately preceding the layoff/reduction in assignment (e.g., a 75%, 10 months worker would have first rights, according to his/her position on the reemployment list, to a position in his/her former job classification at 75%, 10 months or less).
10. Work plans for identified positions will be submitted promptly to Eireann Del Bonta, CCEU'S designated representative.

CLARIFICATION OF OTHER CONTRACT PROVISIONS RELEVANT TO THE 2008-2009 LAYOFF/REDUCTION IN FORCE

1. Probationary Periods: The following shall apply to employees who have satisfied the probationary period requirements defined in Articles 6.2.1 and 6.2.1.1 of the Contract:
 - a. In those instances when an employee bumps/displaces a least senior employee within the same classification, the employee will not be required to serve in a new trial status and will not receive a probationary evaluation in the reassignment.
 - b. In those instances when an employee has applied for and is awarded a lateral transfer, there will be a three (3) month trial period (section 6.2.3) and will be evaluated in the new assignment. The employee may only be disciplined for just cause in accordance with all provisions of Appendix E that apply to permanent employees.
 - c. In those instances when an employee has applied for and is awarded a promotion, there will be a probationary evaluation period of six (6) working months, according to the provisions of Article 9.2.2.

2. Salary Placement

- a. For lateral transfers within the same range, the employee will be placed at the same salary step.
- b. For lateral transfers to a lower range in lieu of layoff, salary placement will be in accordance with Article 9.1.3.1.
- c. For promotions, the employee shall receive at least a five percent (5%) salary increase, as long as the salary schedule provides a 5% opportunity, according to the provisions of Article 9.2.2.1.

Date: _____

Stephanie Stainback, CCEU President

Date: _____

Pegi Ard, Vice President of Business Services