

Memorandum of Understanding

**Between
The California School Employees Association and its Chapter 303
and
Ravenswood City School District**

Effects of Layoff Agreement 2020-21 School Year

AGREEMENT

This Memorandum of Understanding between the Ravenswood City School District (“District”) and the California School Employees Association and its Chapter 303 (“CSEA”), (collectively referred to as “the parties”) addresses the impact of the District’s proposed layoffs of CSEA unit members, due to lack of work or lack of funds, as reflected in Board of Trustees Resolution 2020/21 – 1.

2020-21 School Year

The Parties agree to the following layoff effects and acknowledge the rights, benefits and procedures already established in Article 16 of the Parties’ 2019-2022 collective bargaining agreement (“CBA”) and relevant provisions of the California Education Code.

I. Duty to Bargain Effects

The parties have met and will continue to meet, by request of either party, to determine the displacement rights (i.e. bumping rights) of bargaining unit employees who are impacted by layoffs in accordance with Section 16.6 of the CBA.

II. Health Benefits

The Parties recognize that the District contributes medical insurance premiums for eligible bargaining unit members, which when added to the PEMHCA statutory minimum is equal to 100% of the CalPERS employee only Bay Area Kaiser rate each year. Unit member(s) who desire health insurance or health insurance coverage in excess of the District’s contribution pay any additional premiums or costs associated with such additional or excess coverage or benefits through automatic payroll deduction. This “employee share” for said benefits (pursuant to article 6 of the Collective Bargaining Agreement) is deducted on a “tenthly” basis. These ten (10) payments purchase twelve (12) consecutive calendar months of health and welfare benefits. CalPERS requires benefits to end the first of the month on the second month after the last day on payroll. Therefore, laid off unit members shall continue to receive health and welfare benefits through November 30, 2020 and will receive COBRA paperwork for coverage effective December 1, 2020.

III. Bargaining Unit Work

1. No short-term employee has been retained to perform the work of any bargaining unit classification impacted by Resolution 2020/21 - 1. Except as permitted by PERB decisions regarding shared or overlapping duties, the District shall not transfer CSEA unit work out of the bargaining unit to certificated, confidential management, or any non-employee.
2. The parties recognize that CSEA is the exclusive represented for its bargaining unit work, even if that work is no longer being performed by bargaining unit employees due to layoff. The District shall not contract-out bargaining unit work (or transfer work to other bargaining units) which was performed by laid-off bargaining unit employees.
3. Volunteers may still be used to enhance a program that does not supplant classified work. The District shall maintain sign-in/sign-out lists that contain at a minimum the name of any parent volunteer, the time they volunteered, and the place the volunteered, and a description of the type, nature, and quantity of volunteer work provided. These sign-in/sign-out sheets shall be provided by the District from every work site on an ongoing basis, at least once a week, to the Union.

IV. Reemployment

Reemployment rights shall be afforded to each laid off bargaining unit member in accordance with applicable Education Code statues and Sections 16.10 and 16.11 of the CBA.

V. Vacant Positions

In accordance with the Tucker v. Grossmont decision, if there is a vacant classified position and there are no laid-off employees who have bumping rights to that position, then the most senior employee on any reemployment list, who meets the minimum qualifications listed on the job description (of the vacant position), shall be reemployed in the vacant position in-lieu of any outside candidate.

VI. Other Provisions

1. The District shall provide each laid off bargaining unit employee with a letter of recommendation upon request of the unit employee.
2. Laid off bargaining unit employees who are rehired within thirty-nine (39) months shall retain contractual rights and benefits (i.e. longevity, vacation, sick leave, etc.) *For example, if an employee is laid off at the conclusion of their fifth year of employment and are recalled within 39-months, they will return with the rights of an employee entering their 6th year of employment.*

VII. Enforcement

This agreement shall be enforceable via the grievance procedure described in Article 4 of the parties' 2019-2022 collective bargaining agreement or successor agreement.

SIGNED

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Toni Stone, Director of HR	Date
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Randy Jackson, President, CSEA Chapter 303	Date
DocuSigned by: <u>Mark Westerberg</u> D1F2E95B8DE245F...	<u>9/22/2020</u>
Mark Westerberg, CSEA LRR	Date