



AFL-CIO

## CSEA Long Beach Chapter #2

CSEA Long Beach Chapter 2 – Units A & B  
and the  
Long Beach Unified School District  
have reached a tentative agreement on the effects of the layoffs imposed by  
the LBUSD Governing Board

The Ratification Vote will be held on  
Wednesday, June 11, 2008  
Teachers Resource Center Rooms A, B and C  
1299 E. 32nd Street, Signal Hill  
Polls open at 3:00 P.M. and close promptly at 5:30 P.M.

The following constitutes the full and complete agreement between the California School Employees Association (“CSEA”) and the Long Beach Unified School District (“District”) regarding the effects of layoff for positions as identified by the Board of Education from March 1, 2008 through September 30, 2008 due to lack of work or lack of funds.

1. The District shall release all temporary, short term and limited term employees within the affected classifications before it lays off bargaining unit employees or reduces the hours of bargaining unit positions.
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 employees to the last address given to the District not less than forty-five (45) days prior to the effective date of the layoff.
  - a. The President of the CSEA chapter shall receive a copy of the layoff notice simultaneously when it is mailed to the bargaining unit member. The notice shall contain:
    1. The bargaining unit member’s name;
    2. The reason for layoff and its effective date;
    3. The bargaining unit member’s displacement (“bumping”) rights, if any;
    4. The bargaining unit member’s reemployment rights; and
    5. A statement of any eligibility for contractually provided health and welfare benefits, COBRA benefits, and/or compensations;
    6. A statement of displacement services offered by the District, and
    7. The identification of all parties copied.

3. **Order of Layoff.** Employees who are laid off shall be entitled to all rights related to reemployment in accordance with statute, contract and the Rules and Regulations of the Classified Service.

The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. An employee with the least seniority within the affected classification plus higher classifications shall be laid off first.

For the purposes of computing seniority, all time during which an employee is in paid status, excluding overtime, shall be computed as hours in paid status.

4. **Bumping Rights.** An employee laid off from one job classification, who previously served in an equal or lower job classification, may bump into the equal or lower job classification if the laid off employee's seniority in that classification, plus higher classifications, is greater than the seniority of an employee serving in that equal or lower job classification.

Personnel Commission staff shall offer to meet with laid off employees regarding placement in a classification for which they have not worked if the position is vacant and they meet the minimum qualifications as outlined in the job description. The District shall offer an expedited application and testing process for such employees.

5. **Equal Seniority.** If two (2) or more employees subject to layoff have equal classification seniority (hours in paid status), the determination as to who shall be laid off will be made on the basis of the 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 employee's first probationary assignment in the classified service with no consideration for unpaid breaks of service.

6. **Voluntary Demotion or Voluntary Reduction in Hours.** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification or to positions with increased assignment time as vacancies become available, and with no time limit, except, that they shall be ranked in accordance with their seniority on any valid reemployment list.

7. **Retirement In-Lieu of Layoff.** Employees who are eligible to retire under CalPers may elect to retire in lieu of layoff. Such employees 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 of funds. If the employee 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 employee's request for reinstatement from retirement (California Education Code Section 45115).

8. **Reemployment Rights.** The most senior employee on a reemployment list shall be notified by the District of any opening(s) within that classification. Such notice shall be by either telephone or via U.S. Mail to the last known home address. Acceptance

or denial of offers made via telephone shall be followed up in writing to the employee's last known home address.

- a. An employee who elects a layoff in lieu of bumping shall maintain reemployment rights.
  - b. Employees on reemployment lists may apply for any posted vacant position.
  - c. Upon reemployment with the District, all sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's records.
  - d. Refusal of an offer of reemployment at a lesser number of hours in the same classification shall not affect the standing of any employee on a reemployment list.
  - e. Reemployment shall be in the reverse order of layoff (California Education Code Section 45308).
  - f. The District shall comply with the provisions of the Education Code Section 45115 when reinstating an employee from Layoff-Service Retirement.
9. In addition to the matters set forth above, the District agrees that the following provisions shall apply to those employees who are served with a layoff notice:
- a. Employees being laid off with no offer of continued regular employment, or who decline to accept such an offer in another classification, shall be given priority enrollment in District employment training programs through the Regional Occupational Program (ROP) and Long Beach School for Adults (LBSA) while on the thirty-nine (39) month layoff reemployment list.
  - b. Employees 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. Employees may also utilize personal necessity leave as outlined in Article VIII. L.7, Compelling Personal Reasons.
  - c. Employees being laid off with no offer of continued regular benefited employment in another classification will have health (medical, which includes mental health benefits coverage per Article V. B. 6), dental, and vision for which they have been eligible extended for a period of ninety (90) calendar days following layoff. The specific benefits of health, dental, and vision will be under COBRA.

Affected employees will automatically be enrolled in COBRA by the District. The District will pay the COBRA premiums for the first ninety (90) calendar days, but only that portion of the premiums the District is required to pay per Article V, Section B of the CSEA Agreement. Eligibility for benefits is defined in Article V, Section B.1 of the CSEA Agreement.

At the end of the (90) calendar days, employees have the option to continue coverage under COBRA by personally paying the premiums.

The specific benefits of health, dental, and vision offered under COBRA are the same as those received prior to layoff.

Prior to the effective date of layoff, the District will offer to meet with displaced employees to assist them and answer questions regarding continuation of their coverage under COBRA.

- d. The District will offer displacement services assistance through the Personnel Commission to employees being laid off. Such services 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.
  - e. The District shall provide each employee 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.
  - f. Employees must notify the District of any job classification in which the employee seeks to be considered for employment as a limited term/substitute employee. If the classification is other than the classification from which the employee was laid off, the employee must meet the minimum qualifications as outlined in the job description. When assigned substitute work, preference shall be given to laid off employees whenever possible.
10. The District shall not exceed its authority granted or required by the Education Code 45103.1 in contracting out for services.
  11. 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 employees 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 insure that workloads are fair and equitable. The District will give the affected bargaining unit member(s) five (5) days notice of the redistribution of work. The supervisor shall meet with the affected employees to discuss the work assignment, and the manner in which the work will be prioritized. District managers and CSEA will monitor the redistribution of work and workload to insure that the rights of bargaining unit members are protected.