

MEMORANDUM OF UNDERSTANDING
between the
WILLOWS UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
and its Willows Chapter # 119

(Impact and Effects of Layoffs)

The Willows Unified School District (District) and the California School Employees Association, and its Willows Chapter #119 (CSEA), agree to the following:

1. While they remain on the reemployment list, laid-off employees, and employees who experienced a reduction in hours/work year, shall be offered the opportunity to substitute for a bargaining unit member who is temporarily absent. In order to substitute, the individual must have the skills necessary to provide the service. Substitute pay shall be as set forth in District policy.
2. The District agrees that it will not unlawfully transfer work outside the bargaining unit and shall meet and negotiate with Chapter leadership before doing so.
3. The District agrees that it will not unlawfully subcontract the work performed by any bargaining unit member who was laid off or experienced a reduction in hours.
4. The District is sensitive to the concerns expressed by CSEA regarding the use of volunteers. The Superintendent and Chapter leadership shall meet periodically, or upon the request of either party, to review the use of volunteers.
5. On the request of any laid-off employee, the District will provide a letter of recommendation. The letter of recommendation may be limited to verifying classification of employment, length of employment and services rendered.
6. Employees who have been laid off shall be placed on a reemployment list for a period of thirty-nine (39) months.
7. An employee who chose either a voluntary demotion, or a voluntary reduction in assigned time in lieu of layoff, shall be returned (as appropriate) to a position in his/her former classification or to a position with increased assigned time in his/her former classification as vacancies become available. This right shall exist for a period of sixty-three (39 + 24 = 63) months.
8. Offers of reemployment shall be made in the reverse order of layoff, within a classification, as vacancies occur.
9. The individual's name shall be permanently removed from the employment list if:

! he/she fails to respond to an offer of employment in a timely manner (see Article 19.12); or

! he/she refuses two (2) offers of employment which would make them "whole."

10. Laid-off employees who are re-hired within thirty-nine (39) months shall have the following rights and privileges restored as though the employee had never been laid off:

! Entitlement to longevity pay;

! Vacation accrual rate;

! Sick leave accrual rate;

! Restoration of accrued and unused sick leave that existed at the time of layoff;

! Placement on the same salary step that they were on at the time of layoff.

11. The District and CSEA acknowledge the court decision in *Tucker v. Grossmont*. The District will comply with *Tucker* and, upon request, will consult with CSEA if a laid-off employee applies for a position in a classification in which they have not previously had permanent status.

12. The provisions set forth in this MOU:

a. are in addition to those set forth in Article 19 - Layoffs and Reemployment of the collective bargaining agreement between the District and CSEA;

b. to the extent that they are more beneficial to the employee, shall prevail over the provisions in Article 19; and


c. shall be in full force and effect until the expiration of the re-employment list(s).

FOR THE WILLOWS UNIFIED
SCHOOL DISTRICT

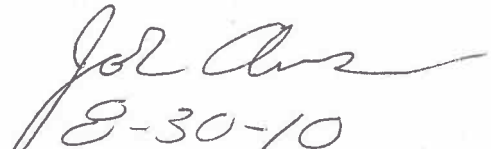
By: 

Date: 8/30/10

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION and its
Willows Chapter #119

By: 

Date: 8-30-10


8-30-10
Sharon Memmahon
8/30/2010