

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE
PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522**

August 21, 2024

GEAR UP LAYOFFS

This Memorandum of Understanding (“MOU”) is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522 (“CCE”) [Collectively referred to as “The Parties”] and is in respect to the District's decision to layoff CCE unit members who work in the classification of GEAR UP Coordinator.

This Memorandum of Understanding (MOU) represents the completion of the negotiation process on the effects of the GEAR UP Coordinator layoffs. This MOU shall not be precedent setting and shall apply only to associated board resolution that was approved of June 11, 2024.

The parties agree to the following:

1. The authorized layoffs are taking place as a result of the lack of funds given the District will no longer receive grant funding for GEAR UP Coordinator positions.
2. Work eliminated by this action shall not be transferred outside the bargaining unit nor shall it be transferred to other bargaining unit members. As such, the District acknowledges that the proposed layoffs shall not result in a workload issue for any unit members.
3. Unit members displaced because of these layoffs shall have the following displacement rights:
 - a.) May bump a less senior unit member in a position in a classification they previously held.
 - b.) May accept an offer of short-term and/or substitute work. The acceptance or failure to accept such offers shall not diminish the unit members’ recall rights. The District shall offer affected unit members short term work so long as they meet the minimum job qualifications of the position prior to all other individuals.
4. The three (3) affected unit members serving that are subject to layoff shall be provided a description of their displacement rights which shall include the position/classification, rate of pay, work hours, work calendar, and work site of the position they have displacement rights to and an indication as to whether or not the displacement options being provided to them are considered a demotion or reduction in hours. Additionally, these notices shall include the final position FTE, number of work months, job classification title, and rate of pay of the position they are being laid off from. Unit members shall have five (5) business days from receipt of their displacement rights notice to notify the District’s Human Resources Department of their selection. The District shall provide electronic copies of all displacement rights notices and

the affected unit members' selections to the CCE President.

5. Unit members who are laid off and apply to any vacant positions that are approved for recruitment in an equal or lower classification for which they meet the minimum qualifications of the job description and hiring criteria shall be interviewed and their employment will take preference over all other outside and District applicants. In this instance, the salary placement will be at a step closest to the employee's current rate of pay as long as the salary is within the salary range of the new assignment and is equitable in terms of experience, length of service, and skills, to other employees in the classification.
6. Any unit member who has been laid off and returns to work through recall from the reemployment list shall maintain their same hire date, and longevity, and step increases and shall maintain but not add to any other benefits due to them as if there were no break in service.
7. Unit members designated for layoff shall be allowed to use their accrued allotment of Personnel Necessity Leave and/or Vacation to seek alternative employment prior to their layoff effective date.
8. Upon request, the District shall provide each affected unit member with reasonable assistance in resume preparation, testing and interviewing techniques.
9. Upon request, the District shall provide each affected unit member with a verification of employment letter which shall include the basis for separation as layoff for lack of work or funds.
10. The District shall comply with all provisions of the California Education Code, relevant PERB decisions and the Collective Bargaining Agreement as they pertain to the layoff of classified employees.
11. The parties acknowledge that when/if the lack of work and/or lack of funds that have caused these layoffs subside, the rescinding of layoff notices shall occur in order of seniority.
12. The District shall provide CCE, within 10 days after the effective date of the layoff and thereafter upon request, a list of bargaining unit members on the re-employment list. This list shall include the following information for each member of the list: their classifications, position FTE, number of work months, type of layoff, whether they have accepted voluntary demotions or reductions in assigned time in lieu of layoff, and the time remaining for recall purposes.
13. This MOU shall expire when all unit members on the reemployment list, per the associated board resolution that was approved of June 11, 2024, have been reemployed or if not reemployed, their placement on the reemployment list has expired.
14. Any difference arising from the interpretation, administration, or application of this proposed language may be addressed through the grievance procedure set forth in Article 19 of the CBA or other remedial mechanism available by law, if applicable. Pursuant to Article 21.7 of the CBA the parties agree that any District decision to lay off, as well as its determination of lack of work or funds for such layoff shall not be grievable.

Date: Aug 22, 2024

For CCE:


Anel Gonzalez (Aug 22, 2024 11:24 PDT)

Anel Gonzalez
CCE President

For the District:


Joseph Sanchez (Aug 22, 2024 08:39 PDT)

Joseph Sanchez
District Chief Negotiator










CCE GEAR UP Layoffs 2024 TA

Final Audit Report

2024-08-22

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