TENTATIVE AGREEMENT
BETWEEN
SAN JOAQUIN DELTA COLLEGE
AND
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION, CHAPTER 359

Article 23.2.5 Order of Reduction

Article 23.8.1 Notice of Layoff

WHEREAS, the California School Employees' Association, Chapter 359 ("CSEA") is the exclusively recognized employee organization within the San Joaquin Delta College District ("District") for all employees in the classified service, excluding supervisory, management, confidential, student workers, substitute, short-term; and

WHEREAS, the District and CSEA entered into a Master Contract ("Contract") that governs the parties' understanding of the terms and conditions of employment for employees represented by CSEA for the period ending June 30, 2013; and

WHEREAS, Article XXIII of the Contract establishes layoff procedures and

WHEREAS, the District and CSEA, having met and conferred in good faith, agree to establish a process for order of reduction in the event that two employees within a classification subject to layoff have equal seniority:

NOW, THEREFORE, the District and CSEA do agree to the following process:

Article 23.2.5 Order of Reduction

If two (2) or more employees who are subject to layoff have equal seniority in their classification, the determination as to who shall be laid off shall be determined in this order:

1) Total service hours with the employee with the highest total service hours being retained.
2) Date of initial hire into a probationary status with the employee hired first being retained.
3) If both of the above are equal, determination as to which employee will be laid off shall be made by lot drawn by the employees. The order, once determined by lot, shall be permanent.

WHEREAS, the District and CSEA, having met and conferred in good faith, agree to establish a specified amount of time in which employees who are subject to layoff may respond to the District to exercise their option(s).
NOW, THEREFORE, the District and CSEA do agree to the following:

Article 23.8.1

Employees who receive notice of lay off pursuant to this Article who elect to exercise their displacement rights in accordance with Article 23.4 or take a voluntary demotion to a vacant position in accordance with Article 23.5 shall notify the District within five (5) business days. If the District is not notified within the prescribed time limit, the default option shall be lay off and the employee shall be placed on the re-employment list in accordance with this Article.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding. This Agreement shall become effective upon ratification by CSEA and adoption by the Board of Trustees at their April 17, 2012 Board meeting.

Dated: March 29, 2012

By: Dianna R. Gonzales
   Director of Human Resources
   and its San Joaquin Delta College

Dated: March 29, 2012

By: Dana Baker
   Dana Baker, Chapter President
   California School Employees Association
   Delta College Chapter 359