

# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 535  
LAYOFF MITIGATION AND EFFECTS

Pursuant to negotiations between the Riverside Community College District (“District”) and the California School Employees Association and its Chapter 535 (“CSEA”) (collectively “Parties”), the following Memorandum of Understanding (MOU) is in regards to the impacts and effects associated with the District’s March 15, 2022 Board of Trustees abolishment of the Television Studio Technician position.

As a result of the Parties’ negotiations over this topic, CSEA and the District have agreed to the following:

## 1. GENERAL PROVISIONS

- a. As the District has determined that there is a lack of work for the single incumbent Television Studio Technician position at Riverside City College (RCC), the Parties understand that all work previously performed by the Television and Studio Technician classification shall cease to be performed entirely.
  - i. As such, the District agrees not to unilaterally transfer bargaining unit work inside or outside the bargaining unit, nor shall the District use short-term or other temporary employees (including but not limited to provisional, limited term employees, “volunteers,” etc.) to perform the work previously performed by employees being laid off, or whose positions remain vacant, without first meeting and negotiating with CSEA as required by law.
  - ii. Further, the abolishment of this position shall not increase the workload of remaining bargaining unit members to such an extent that unit members suffer adverse actions, such as management-directed unpaid working time, denial of breaks and/or lunch periods, or disciplinary action based on an employee’s inability to perform work previously exclusively performed by the employee in the Television and Studio Technician position.
- b. The parties agree to meet and negotiate pursuant to law, if necessary, the effects of any workload issues that may arise subsequent the effective layoff date of June 30, 2022.

2. SPECIFIC LAYOFF MITIGATION AND EFFECTS AGREEMENTS: The following layoff mitigation and effects for bargaining unit members impacted by the District’s layoffs, reductions and/or bumping of classified employees is set forth below as follows:

<p><b><u>Television and Studio Technician, Range K</u></b>  Nino Giornalista, 8 hr, 12 months.</p>	<p><b><u>Parties' Specific Agreement on Position(s)</u></b></p> <ul style="list-style-type: none"> <li>• The District abolished the Television and Studio Technician to lack of work effective June 30, 2022.</li> <li>• The District agrees Giornalista meets the minimum qualifications of the Instructional Media Assistant classification.</li> <li>• Effective, July 1, 2022, Giornalista will be transferred, in accordance with Article XI – Transfers and Promotions of the Parties Collective Bargaining Agreement (CBA), the California Education code and the precedent set in <i>Tucker v. Grossmont Union High School District</i>, (Cal.Rptr.3d, Cal.App. 4 Dist., Oct. 28, 2008), to a vacant Instructional Media Assistant position (1.0 FTE/12 mo., Range K) at Norco College.</li> <li>• Giornalista's seniority in the Instructional Media Assistant position shall include the seniority earned as a Television Studio Technician. For layoff and displacement right purposes, Giornalista's date of hire in the Instructional Media Assistant position shall reflect August 18, 1999, his date of hire in the Television Studio Technician position.</li> <li>• The Parties agree the Television Studio Technician classification is no longer needed by the District and will be placed on the obsolete classification list to be abolished from the bargaining unit upon completion of the current Classification and Compensation Study.</li> </ul>
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**3. TERM AND APPLICABILITY OF MOU**

- a. This Agreement completes negotiations over the effects of the District's decision to abolish the single incumbent Television Studio Technician position, However, this MOU does not constitute a waiver of the District's right to layoff in the future, nor does it constitute a waiver of CSEA's right to negotiate over the effects of any decision by the District to layoff. Similarly, this Agreement does not constitute a waiver of the District's right to propose a reduction in hours or transfer of work to or from any vacant or occupied positions in the future, nor does it constitute a waiver of CSEA's right to negotiate over both the decision and/or effects of any proposal by the District to reduce hours and/or transfer work to or from any vacant or occupied positions.

Tentatively agreed on May 23, 2022

*Cassandra Greene*

Cassandra Greene  
President – CSEA, Chapter 535

*Tammy Few*

Tammy Few (Jun 6, 2022 09:21 PDT)

Tammy Few  
Vice Chancellor – HRER

*Joshua Fleming*

Joshua Fleming (Jun 6, 2022 09:19 PDT)

Joshua Fleming  
Labor Relations Rep CSEA