

ARTICLE 9: LAYOFF AND REEMPLOYMENT

9.1 LAYOFF

~~NOTICE OF LAYOFF.~~ Upon the decision of the Board of Trustees to reduce the number of bargaining unit member(s) in the classified service of the DISTRICT, the DISTRICT shall send written notice of layoff to the affected unit member(s) and the ASSOCIATION not less than sixty (60) days prior to the effective date of layoff. This notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit member(s) by the DISTRICT. Affected bargaining unit member(s) shall be informed of the reason for layoff, their displacement rights, if any, and reemployment rights with copies of the letters provided to the ASSOCIATION.

9.1.1 REASON FOR LAYOFF. Pursuant to Education Code Section 88127, classified employees shall be subject to layoff for lack of work or lack of funds as determined by the DISTRICT. Education Code Section 88017 provides that layoff may result when a specially funded program expires.

9.1.2 NOTICE OF LAYOFF FOR GENERAL FUNDED PROGRAMS. The DISTRICT shall send written notice of layoff following the decision of the Board of Trustees adoption of the layoff to the affected unit member(s) and the ASSOCIATION no later than March 15th, that a unit member's services will not be required for the ensuing year due to lack of work or lack of funds. This written notice of layoff shall be sent by certified mail, return receipt requested, electronic mail, or delivered in-person to the affected unit member(s) by the DISTRICT. Affected unit member(s) shall be informed of the reason for layoff, their displacement rights, if any, statement of seniority, and reemployment rights with copies of the letters provided to the ASSOCIATION.

9.1.3 ORDER OF LAYOFF. [will work on numbering later]

9.2.1 The DISTRICT shall determine the specific positions to be discontinued.

9.2.2 The order of layoff of unit members shall be determined by length of service. The unit member, who has been employed the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.

9.2.3 For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be

calculated by length of service within a classification, plus higher classification(s) in which the unit member is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is voluntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall accrue seniority in the new classification.

9.3 SENIORITY

9.3.1 COMPUTATION OF SENIORITY. Seniority is based on length of continued service with the DISTRICT as a Sworn Peace Officer. For the purposes of this Article, “length of service” shall be based upon the unit member’s original hire date in the classified service.

9.3.1.1 Seniority is not earned during periods of separation (e.g., layoffs, unpaid leaves in excess of thirty (30) calendar days, etc.) from the service of the DISTRICT except as otherwise authorized in 9.3.2.1 below.

9.3.2.1 Seniority shall be accumulated during absences due to illnesses, military leave, industrial injury/illness leave or other paid leaves of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

9.3.3.1 Paid service performed prior to entering into a probationary status for a Sworn Peace Officer classification(s) shall not be credited toward seniority.

9.3.4.1 A unit member transferred from one class to another, or reclassified to a higher class, shall retain their seniority in the former class; seniority in the new class shall begin accumulating on the date of transfer.

9.3.5 EQUAL SENIORITY. If two (2) or more unit members have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority (length of time employed by the DISTRICT as a contract employee). If seniority is still equal, determination shall be made within the first six (6) months of hire date by a drawing of numbers conducted by the Office of Human Resources in the presence of the ASSOCIATION President or their designee.

9.3.6 SENIORITY ROSTER. The DISTRICT shall maintain an updated seniority roster indicating each unit member's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff. [moved from 9.8]

9.4 RIGHTS IN LIEU OF LAYOFF.

9.4.1 **BUMPING RIGHTS.** Unit members notified of layoff from their present position may bump into the same or previously held classification only if they successfully completed probation and have greater seniority than the incumbent being bumped. [brought down from 9.3 and reworded]

- a. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which nearly corresponds to, but does not exceed, the unit member's current salary placement.

9.4.2 **OPTIONAL TRANSFER IN LIEU OF LAYOFF.** ~~Bargaining~~ Unit members, upon mutual agreement, may be transferred to vacant positions within the DISTRICT provided they meet minimum qualifications. ~~they are qualified or can be trained to fill the vacancy.~~ [brought down from 9.4 and reworded]

- a. Unit members shall serve a probationary period of six (6) months for a non-Peace Officer position and shall receive job-specific training.

9.4.3 **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION OF HOURS.** Unit members ~~who~~ may take voluntary demotions or voluntary reductions in assigned time in lieu of layoff ~~shall be at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available in accordance with Education Code 88117. and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list. The salary of a unit member taking a voluntary demotion shall be the lesser of their old salary or Step F of the new range.~~

- a. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which nearly corresponds to, but does not exceed, the unit member's current salary placement.
- b. Unit members shall serve a probationary period of six (6) months for a non-Peace Officer position and shall receive job-specific training unless in a classification previously held.

9.4.4 **LAYOFF IN LIEU OF BUMPING.** ~~A~~ Unit members may elect layoff in lieu of bumping rights and maintain their reemployment rights under this Agreement. [moved from 9.5 and reworded]

- 9.2 ~~**BUMPING RIGHTS.**~~ Bargaining unit members who are subject to layoff shall exercise bumping rights into an equal or lower classification in which the unit member has served based on seniority.
- 9.3 ~~**OPTIONAL TRANSFER IN LIEU OF LAYOFF.**~~ Bargaining unit members, upon mutual agreement, may be transferred to vacant positions provided they are qualified or can be trained to fill the vacancy.
- 9.4 ~~**LAYOFF IN LIEU OF BUMPING.**~~ A unit member may elect layoff in lieu of bumping rights and maintain their reemployment rights under this Agreement.
- 9.5 ~~**EQUAL SENIORITY.**~~ If two (2) or more unit members subject to layoff have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination shall be made by lot.
- 9.6 ~~**REEMPLOYMENT PROCEDURES**~~ **RIGHTS.**
- 9.7.1 A unit member who is laid off shall be placed on a thirty-nine (39) month or sixty-three (63) month reemployment list as applicable **in accordance with Education Code 88117.** The unit member shall be required to maintain their current address on file with the Human Resources Office.
- 9.7.2 If, during a unit member's eligibility period for reemployment, a classification becomes vacant to which the unit member has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, to the last known address of such unit member(s). A copy of this written notice shall be sent to the ASSOCIATION. **The unit member shall be required to maintain their current residential address on file with the Office of Human Resources.**
- 9.7.3 A unit member who receives such notice of reemployment and fails to respond in writing within ten (10) ~~working~~ **calendar** days shall be deemed to have rejected the offer of reemployment.
- 9.7.4 If the unit member in a layoff status accepts the position being offered, the unit member shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit member from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of reemployment.

- 9.7.5 A unit member rejecting an offer of reemployment under the conditions set forth under 9.7.3 or 9.7.4 above, on three (3) occasions shall have their name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the unit member to the level of pay and status previously held at the time of layoff.
- 9.7.6 A unit member reemployed after being laid off shall be fully restored to their classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
- 9.7.7 Unit members placed on the thirty-nine (39) month or sixty-three (63) month reemployment list shall be reemployed in the highest rated job classification available in accordance with their classification seniority. **In order to be appointed to a lower position, unit members, in order to be appointed to a lower position, must meet the minimum qualifications.** ~~be qualified for that position.~~ Unit members who accept a position lower than their highest classification **held prior to layoff** shall retain their original thirty-nine (39) month rights to the higher paid position.
- 9.7 ~~**VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION OF HOURS.**~~ Unit members who ~~take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned 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. The salary of a unit member taking a voluntary demotion shall be the lesser of their old salary or Step F of the new range.~~
- 9.8 ~~**SENIORITY ROSTER.**~~ The DISTRICT shall maintain an updated seniority roster indicating each unit member's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.
- 9.9 The PARTIES agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.