

ARTICLE 9: LAYOFF AND REEMPLOYMENT

9.1 LAYOFF

- 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. The DISTRICT shall request additional documentation from the unit member to assist with the job placement analysis.
- 9.1.3 **Notice of Layoff for Specially Funded Programs.** When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit member to be laid off at the end of the school year shall be given written notice on or before April 29th informing them of their layoff effective at the end of the school year. However, if the termination date of any specially funded program is other than June 30th, the notice shall be given not less than sixty (60) calendar days prior to the effective date of their layoff. 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. The DISTRICT shall request additional documentation from the unit member to assist with the job placement analysis.

9.2 ORDER OF LAYOFF

- 9.2.1 The DISTRICT shall determine the specific positions to be discontinued.
- 9.2.2 The order of layoff of unit member(s) within the classification 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 classified unit member. For the purposes of this Article, "length of service" shall be based upon the unit member's original hire date in the classified service. Seniority is accumulated in any classification in which the unit member holds regular paid status.
- 9.3.1.1 Seniority is not earned during periods of separation from the service of the DISTRICT **except as otherwise required by law and/or authorized in 9.3.2.1 below.**
- 9.3.2.1 Seniority shall be accumulated during absences due to illnesses, layoffs, ~~unpaid leave, military leave,~~ industrial injury/illness leave, **or other paid leaves** or 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 in the classified service 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 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 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 Chapter 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.

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 in which they hold seniority greater than an incumbent. Unit members subject to layoff may bump into a position with a higher classification only if they successfully complete probation in that position and have greater seniority than the unit member being bumped.
- 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.** Unit members, upon mutual agreement, may be transferred to vacant positions provided they meet minimum qualifications.
- a. Unit members will serve a probationary period of six (6) months for a classification not previously held and shall receive job-specific training.
- 9.4.3 **Voluntary Demotion of 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, for up to sixty-three (63) months. Unit members shall be offered the option to return to the position with the increase

in hours based on their higher seniority as established on the reemployment list.

- 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 will serve a probationary period of six (6) months for a classification not previously held and shall receive job-specific training.

9.4.4 **Layoff in Lieu of Bumping.** Unit members may elect layoff in lieu of bumping rights and maintain their reemployment rights under this Agreement.

9.5 REEMPLOYMENT RIGHTS

9.5.1 A unit member who is laid off shall be placed on a thirty-nine (39) month reemployment list.

9.5.1.1 A unit member who takes a voluntary demotion (e.g. bump into a lower classification) or reduction in hours shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months on the reemployment list provided that tests of fitness under which they qualified for appointment to the class still apply.

9.5.2 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 mailing address on file with the Office of Human Resources.

9.5.3 A unit member who receives such notice of reemployment and fails to respond in writing within ten (10) ~~working~~ ~~calendar~~ ~~business~~ days shall be deemed to have rejected the offer of re-employment.

9.5.4 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 re-employment.

9.5.5 Unit members rejecting an offer of reemployment under the conditions set forth under **Section 9.5.3** or **Section 9.5.4** 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 members to the level of pay and status previously held at the time of layoff.

9.5.6 Unit members 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.

9.5.7 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, the unit member must meet the minimum qualifications. Unit members who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.

9.6 The PARTIES agree to meet and negotiate the effects of such layoff on those matters within the scope of representation.