

LAYOFFS/REEMPLOYMENT

SECTION 1. DEFINITIONS

- A. "Layoff" is defined as an involuntary separation from District service due to lack of work or lack of funds. A layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence.
- B. "Seniority" is defined as length of service based on date of hire in a regular position. Overtime work shall not be included in computing seniority credit. If two (2) or more employees have equal seniority as defined by hire date, the employee with the most hours in a paid status shall be considered most senior. If a tie still exists, seniority shall be determined by lot.
- C. "Employee" is defined as a classified bargaining unit employee who has probationary or permanent status.
- D. "Job Classification" is defined as one or more positions in the classified service that have the same designated title and minimum qualifications, and share a common salary range.
- E. "Job Series" is defined as a group of hierarchical job classifications which are closely related and in which the higher classifications within the series require the skills, knowledge and abilities necessary to perform any of the duties of any lower classification within the series. Job series are those set forth in Appendix C.
- F. "Job Family" is defined as job classifications, and job series, which are related to one another by the nature of the general duties performed, and which require somewhat similar knowledge, skills and abilities. Job Families are those set forth in Appendix C.
- G. "Qualified" shall mean an employee who meets the minimum qualifications as determined by the job description.
- H. "FTE" is defined as Full Time Equivalent and refers to the percentage of a full time, forty hour per week assignment. In addition, FTE affects the level of health benefits for which the employee qualifies. (see Article IX, section 1 & 2) A 1.00 FTE is an employee whose regular assignment is the equivalent of 40 hours per week. A .50 FTE is an employee whose regular assignment is the equivalent of 20 hours per week. An employee's FTE shall not increase from their FTE prior to layoff in the course of the bumping process.
- I. "Months" is defined as the number of calendar months the employee has been assigned. An employee may have a 9, 10, 11, or 12 month assignment at any FTE.

SECTION 2. PROCEDURES

In the event of a reduction in force in any classification hereunder, layoffs will be in reverse order of seniority with the least senior employee in the job

LAYOFFS/REEMPLOYMENT (continued)

classification that is being eliminated being laid off first.

Employees subject to a layoff shall be given notice of the layoff not less than forty-five (45) calendar days prior to the effective date of the layoff, and informed of their displacement rights (if any), and re-employment rights.

The District will notify those employees eligible to exercise displacement rights of the position available to them within seven (7) working days based on criteria set forth in Section 3 below. After notification of displacement rights (if any), the employee must notify the Office of Human Resources of his/her intention to exercise displacement rights within seven (7) working days.

SECTION 3. DISPLACEMENT RIGHTS (BUMPING RIGHTS)

In order to provide the highest level of protection to employees with the greatest length of service with the District the procedure below will take into account the bumping employee's FTE in this process.

The District will offer an employee with displacement rights a position with the most similar level of salary, hours, and health benefits to what he or she earned prior to being displaced into another position based on the displacement rights outlined below in A through M. Therefore, the District will offer such an employee a FTE position, if one exists, which maintains their current level of salary and health benefits even if this means not initially displacing the least senior employee.

An employee who has received a notice of layoff may exercise his/her bumping rights as outlined below. An employee who has received a notice of layoff has the right not to participate in the bumping process and accept the layoff.

- A. An employee shall displace the employee with the least seniority within their job classification with the same FTE prior to layoff;
- B. If there is no less senior employee to displace within their job classification with the same FTE, an employee shall displace the employee with the least seniority at a lateral salary range within their job series with the same FTE prior to layoff;
- C. If there is no less senior employee to displace at a lateral salary range within their job series with the same FTE and the employee is qualified, an employee shall displace the employee with the least seniority at a lateral salary range within their job family with the same FTE prior to layoff. The Office of Human Resources will interview the employee to verify his/her current qualifications;
- D. If there is no less senior employee to displace at a lateral salary range within their job family with the same FTE, an employee shall displace the employee with the least seniority within their job classification with the highest FTE which maintains their level of health benefits prior to layoff;

LAYOFFS/REEMPLOYMENT (continued)

- E. If there is no less senior employee to displace within their job classification with a FTE that maintains their level of health benefits prior to layoff, an employee shall displace the employee with the least seniority at a lateral salary range within their job series with the highest FTE that maintains their level of health benefits prior to layoff;
- F. If there is no less senior employee to displace within their job series at a lateral salary range with a FTE that maintains their level of health benefits prior to layoff and the employee is qualified, an employee shall displace the employee with the least seniority at a lateral salary range within their job family with the highest FTE that maintains their level of health benefits prior to layoff. Human Resources will interview the employee to verify his/her current qualifications;
- G. If there is no less senior employee to displace within their job family at a lateral salary range with a FTE that maintains their level of health benefits prior to layoff and the employee is qualified, an employee shall displace the employee with the least seniority at a lower salary range (nearest to their salary range prior to layoff) within the job family with a FTE that maintains their level of health benefits prior to layoff. Human Resources will interview the employee to verify his/her current qualifications;
- H. If there is no less senior employee to displace within their job family at a lower salary range with a FTE that maintains the employees level of health benefits prior to layoff, an employee shall displace the least senior employee within their job classification at the closest FTE prior to layoff (which may result in a reduction of health benefits);
- I. If there is no less senior employee to displace within the job classification with a lower FTE and the employee is qualified, an employee shall displace the least senior employee at a lower salary range (nearest to their salary range prior to layoff) within their job family at the closest FTE prior to layoff (which may result in a reduction of health benefits). Human Resources will interview the employee to verify his/her current qualifications;
- J. If there is no less senior employee to displace within the employee's current job family and the employee has previously passed probation and still meets the current qualifications in a job classification within a different job family with a salary range which is lateral or lower than the employee's salary range prior to layoff, an employee shall displace the least senior employee in the previously held job classification with the same FTE prior to layoff;

LAYOFFS/REEMPLOYMENT (continued)

- K. If there is no less senior employee to displace within the employee's previous job classification with the same FTE, the employee shall displace the least senior employee within the previous job classification with the highest FTE which maintains their level of health benefits prior to layoff;
- L. If there is no less senior employee to displace within the employee's previous job classification with a FTE that maintains their level of health benefits prior to layoff, the employee shall displace the least senior employee within the previous job classification at the closest FTE prior to layoff (which may result in a reduction of health benefits).
- M. This cascade effect continues until all displacement rights have been exhausted.

A unit member displaced by the operation of this layoff procedure shall have the same layoff rights and may exercise seniority displacement as though he/she was being laid off.

If a vacant position exists in a classification into which an employee is bumping, the employee shall move into the vacant position.

Employees displaced by the operation of this layoff procedure shall not be required to serve a new probationary period.

**SECTION 4. RE-EMPLOYMENT RIGHTS**

Employees who have been laid off shall be placed on a re-employment list for thirty-nine (39) calendar months.

Employees, who, through operations of this article receive fewer hours or assignment to a lower classification, shall be placed on the re-employment list for an additional twenty-four (24) months for a total of sixty-three (63) months.

Offers of re-employment at the employees current salary range, FTE & contract months or higher (not to exceed the salary range of the classification from which laid off shall be mailed to the last known address as recorded in the Office of Human Resources and shall be in the reverse order of the layoff as vacancies occur in the job families for which the laid off employee is qualified. When more than one employee was laid off on the same date, re-employment shall be based on seniority based on hire date, with the most senior employee being offered a vacant position first.

Individuals on a re-employment list shall have up to ten (10) working days from the postmarked date of notice to accept or decline the position being offered. It is the responsibility of the employee to keep the Office of Human Resources informed of how and where the employee may be contacted.

LAYOFFS/REEMPLOYMENT (continued)

Failure to reply within ten (10) working days will be considered a refusal. When an employee has declined two (2) offers of re-employment in the same classification from which laid off, with the same proportion of full or part-time and same proportion of contract months, the employee shall have relinquished all re-employment rights. The employee shall have the right to decline two (2) offers of re-employment to positions other than in the same classification from which laid off with the same proportion of full or part-time and the same proportion of contract months.

If the employee in a layoff status accepts the position being offered, the employee shall have up to ten (10) working days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than ten (10) working days. Employees re-employed by the operation of this re-employment procedure shall not be required to serve a new probationary period. Should the employee fail to report to work within ten (10) working days, all re-employment rights are relinquished.

Failure to respond within the time specified, or failure to return to work on the designated date shall cause the unit member's name to be permanently removed from the re-employment list.

An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification without exercising displacement rights shall maintain his/her re-employment rights under this article.

Employees in layoff status shall have the right to participate in promotional examinations within the District.

SECTION 5. SALARY PLACEMENT

An employee accepting a position in a lower classification in lieu of layoff, shall be placed on a step in the salary range of the lower classification which is nearest to, but not higher than the annual salary he/she would have earned in the former classification.

- A. In any case, the salary shall not exceed the maximum step of the current classification.
- B. The employee will retain his/her anniversary date for subsequent salary advancement.
- C. Salary increments based upon longevity shall continue to be paid in the new classification.

SECTION 6. ASSIGNMENT TO A VACANT POSITION

An employee who is qualified may be assigned by the District to a vacant position. The following conditions shall prevail:

LAYOFFS/REEMPLOYMENT (continued)

- A. The District shall determine which positions are vacant.
- B. The District shall determine if the employee is qualified for the vacant position.
- C. An employee assigned to a vacant position shall have the same rights as an employee exercising his/her displacement rights.

SECTION 7. REDUCTION IN HOURS

A reduction in hours shall be treated in the same manner as a layoff under this Agreement.

If there is a reduction in hours, including a reduction in the work year, of any positions in a classification, employees shall in order of seniority, be entitled to the maximum number of hours in available positions in his/her current classification.

Notwithstanding any other section of the Agreement, the District shall notify CSEA, Chapter 76, in writing of any impending reduction in hours of employees at least four (4) weeks prior to Board of Trustees consideration of the proposed action. Upon the written request of CSEA, the parties shall meet to discuss the reasons for and alternatives to the reduction in hours and/or negotiate the decision and the effects of the decision to reduce hours of the employees.

SECTION 8. GENERAL

The District shall notify CSEA, Chapter 76 in writing of any impending layoff of employees at least forty-five (45) days prior to Board of Trustees consideration of the proposed action. Upon the written request of CSEA, the parties shall meet to discuss the reasons for and alternatives to the layoffs and/or negotiate the decision and the effects of the decision to layoff employees.

SECTION 9. SENIORITY LIST

The District shall maintain an updated list indicating the employees' current classification and hire date as of June 30 of the previous school year. The seniority list shall be posted in each department office and five (5) copies shall be provided to CSEA, Chapter 76 President.

An employee who wishes to protest his/her date of hire on the seniority list or who disagrees with the hours in paid service credited, must file the protest with the Office of Human Resources within thirty (30) calendar days of the posting of any subsequent list which shows a change in his/her seniority from that on the last prior list. Each protest shall be answered in writing with a copy to CSEA, Chapter 76.

If an error has been made, the list will be corrected and the correction will appear on the next published list.

In addition to the annual seniority list provided for above, the District shall update the seniority list at the time any layoff notice is given.

LAYOFFS/REEMPLOYMENT (continued)

SECTION 10. RECLASSIFICATION / REORGANIZATION

In the event two (2) or more employees are reclassified or reorganized at the same time, from a lower classification into the same higher classification, without their previous seniority being transferred with the new classification, the employees for the purpose of layoffs and bumping only, are ranked in seniority according to their seniority ranking held in the previous or lower classification. This procedure shall not preclude employees from exercising their displacement rights into any previously permanently held classifications or invalidate their seniority herein.

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