

## ARTICLE XVI

### LAYOFF PROCEDURES

#### 16.1 Layoff of Classified Employees

- 16.1.1 A layoff is an involuntary separation of a permanent classified employee from the classified service. Layoff may occur due to a lack of work (including reduction or elimination of services) or lack of funds (including the expiration of a specially funded program).
- a. In the event of a proposed reduction in hours/work year for lack of work or lack of funds, the District and the Association shall meet and negotiate, upon request of either party, the decision and the effects of the reduction of hours/work year.
  - b. The District shall notify the Association prior to any planned layoff and the District and Association agree to meet and negotiate the effects of any layoffs to unit members in accord with the provisions of Chapter 16.7, Section 3540-49 of the Government code of the State of California.

#### 16.2 Order of Layoff

- 16.2.1 Order of layoff shall be determined in accordance with the provisions of applicable law. (Ed. Code section 45308.)
- 16.2.2 Whenever a permanent classified employee is laid off, the order of layoff within a classification shall be determined by seniority. The employee who has been employed the shortest time in the classification and higher classifications shall be laid off first.

- 16.2.3 For purpose of this Article, seniority shall be determined by "date of hire within classification." Date of hire is defined as the first day in paid status as a probationary or permanent employee in a classified position. Service in a summer school assignment shall not be used to determine date of hire for the purpose of calculating seniority. If two or more employees subject to layoff have equal seniority within classification, the employee to receive layoff notice shall be determined by lot.
- 16.2.4 The District shall maintain a record of seniority within classifications for determining layoff and displacement rights, if any, including seniority for all classifications in which affected employees have served. Upon request, the seniority record shall be made available to the bargaining unit representative within 10 work days, and twice annually on September 30 and March 1. Employees may bring to the District's attention any objection to their seniority record on or before February 1st of each year, after which the District may reasonably rely upon the published seniority records for purposes of determining the order of layoff and displacement rights, if any.
- 16.2.5 Bus Driver - in order to break ties in seniority, for drivers with the same seniority date in that classification, the original date of school bus driver certification will be used. It is the responsibility of the driver to provide proof of certification.

### 16.3 Notice of Layoff

- 16.3.1 Notice of layoff shall be provided in accordance with the provisions of applicable law. (Ed. Code section 45117.)

- 16.3.2 When the District will lay off a classified employee for the ensuing year due to lack of work or a lack of funds, a written preliminary notice of layoff must be served on the employee no later than March 15, except as provided by law.
- 16.3.3 The notice shall be personally served or sent by certified mail to affected employees at their last address on file with the District. Copies of notices shall be made available to the Association Chapter President and Labor Relations Representative.
- 16.3.4 The notice shall contain:
- a. The reason for the layoff;
  - b. The effective date of layoff, and a copy of this Article.
  - c. The employee's displacement rights, if any;
  - d. The employee's reemployment rights; and
  - e. The employee's hearing rights, if the layoff is not due to the expiration of a specially funded program.

#### 16.4 Voluntary Demotion or Voluntary Reduction in Hours

- 16.4.1 An employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months, beyond the 39-month rehire list.
- 16.4.2 As vacant positions in their former classification with hours and pay equivalent to their former position become available, affected employees shall be offered the option of accepting the vacant position. When an employee refuses to accept the offer, the district will offer the position to the next employee on the reemployment list.

16.4.3 The District shall keep a valid reemployment list and affected employees shall be ranked on that list in accordance with their proper seniority.

#### 16.5 Reemployment Rights upon Layoff

16.5.1 Employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for up to 39 months and shall be re-employed in preference to new applicants.

16.5.2 Reemployment rights shall be in accordance with the provisions of Education Code section 45298. Offers of re-employment shall be made in reverse order of layoff, within classification, as vacancies occur.

16.5.3 Seniority earned within the classification and higher classifications prior to the effective date of layoff shall be reinstated to the employee who is subsequently re-employed within the 39-month period.

An employee displaced by bumping into an equal or lower classification in lieu of layoff shall be offered, by seniority, reinstatement to their former classification, for a period of not less than thirty nine (39) months, as vacancies become available.

16.5.4 Laid off employees are responsible for providing the District with their current home mailing address, personal email address, and/or cell phone number. An employee who is laid off and becomes eligible for reemployment in a prior classification shall be notified in writing that is served by email and certified U.S. mail, addressed to the last known address on file with the Human Resources Department. Such employees shall have ten (10) work days from the date of service to respond to the offer of reemployment.

16.5.4.1 Should the noticed employee not accept the offer of reemployment for a position equivalent in pay and hours to the position from which they were laid off, the employee may waive the right to reemployment for up to one school year while retaining their position on the reemployment list. If the employee does not respond, the position will be offered to the next employee on the reemployment list.

16.5.5 Upon acceptance of reemployment, the employee shall have ten (10) workdays to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District. An employee who fails to timely report to work following acceptance of the position offered shall lose the offer. The Position will then be offered to the next employee on the reemployment list.

16.5.6 A permanent employee who is laid off and is subsequently re-employed shall retain that seniority earned prior to the effective date of the layoff.

16.5.7 Employees returning from layoff to a lower classification or with reduced hours shall receive all rights of this section.

16.5.8 An employee who elects separation in lieu of either bumping or assignment into a lower classification shall maintain their re-employment rights as defined under this Article.

## 16.6 Displacement Rights

16.6.1 A permanent employee laid off in their present classification may displace a junior employee in an equal or lower classification in which such senior employee to be laid off has previously served and gained permanency. Such displacement shall be

based upon the employee's seniority in the equal or lower classification in which they are displacing a junior employee, plus higher classifications.

16.6.2 The District and Association agree that partial displacement should be avoided. An employee who elects to exercise displacement rights may displace the least senior employee within the equal or lower classification, in the following order:

- a. displace an employee that has a greater number of work hours and/or work days. (The senior employee is required to accept the additional work hours and/or work days.) If none exist, or if the employee does not accept the position with additional work hours and/or work days, then;
- b. displace an employee with the same number of hours and same number of work days. If none, then;
- c. displace an employee with the next lower number of hours and/or work days.

16.6.3 An employee displaced as a result of being bumped shall have the same bumping rights as stated in paragraph 16.6.1 and 16.6.2 above and such other rights as granted in this Article.

## 16.7 Election of Retirement in Lieu of Layoff

16.7.1 Pursuant to Education Code section 45115, any employee who was subject to layoff for lack of work or lack of funds and who elected to retire with the California Public Employees Retirement System (CalPERS) shall be placed on the 39-month reemployment list. The District shall notify the CalPERS of the fact that retirement was due to layoff for lack of work or lack of funds.

16.7.2 If the employee is subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until CalPERS has properly processed their request for reinstatement from retirement.

#### 16.8 Specially Funded Program Layoff

When the District will lay off a classified employee due to the expiration of a specially funded program, a written notice of layoff must be served on the employee not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

#### 16.9 Miscellaneous

16.9.1 Sick leave earned and unused at the time of separation from employment shall be restored upon re-employment.

16.9.2 Sick leave credit earned at one rate while in an employed status and unused at the time the hours in paid status are reduced, shall not be reduced because the employee subsequently is assigned fewer hours.

16.9.3 Employees laid off while on paid leave shall retain their employee benefits until the effective date of layoff.

16.9.4 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant.

16.9.5 For computation of credit toward longevity pay rate and additional vacation, time separated and on a re-employment list shall not be counted. However, credit for these purposes earned prior to separation will be restored upon re-employment.

16.9.6 When a vacancy occurs and there are no employees on the reemployment list

for that particular classification, a laid off employee from another classification, in which the employee meets the minimum qualifications (as determined by the District) in the Notice of the Job Position, shall be given preference over outside candidates.

- a. A permanent or probationary employee who is to be laid off, shall be offered any temporary (substitute or short-term) position available at that time for which the employee is qualified (as determined by the District). Reemployment rights shall not be affected.
- b. A permanent or probationary employee who is on the reemployment list will be given first consideration, before non–bargaining unit employees, for any substitute or short-term position available for which they are qualified (as determined by the District). The District and the Association agree that the employee shall be responsible to apply for substitute positions.