

ARTICLE 16
LAYOFFS

16.1 Reasons for Layoff

Layoff shall occur only for lack of work and/or lack of funds and means a total separation from service.

16.2 Notice of Layoff

The District shall notify CSEA in writing of any planned layoffs. Any notice of layoffs shall specify the reason for layoff and identify by position, classification and name the employees designated for layoff. Any unit member affected by the layoff shall be given sixty (60) days notice of the layoff. No classified employee can be laid off if he or she is qualified to perform work currently assigned to a short-term employee as defined in Education Code section 45103. The only exception is if the short-term service being performed will not exceed sixty (60) days.

16.3 Classification

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

16.4 Order of Layoff

Class shall mean classification throughout this Agreement. Any layoff shall be effected within a class. The order of layoff shall be based on date of hire.

16.5 Bumping Rights

An employee laid off from his or her present class may bump into any class in which the employee has served and has greater seniority considering his/her seniority in the class and any equal or higher classes. The employee may continue to bump into lower classes in which he/she has had previous service to avoid layoff.

16.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

16.7 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

16.8 Reemployment Rights

Laid-off persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedent over any new applicants. Classified employees who take a “voluntary reduction of hours” in lieu of layoff have an additional 24 months to be re-employed to their former position.

16.9 Notification of Reemployment Opening

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the employee.

16.10 Employee Notification to District

An employee shall notify the District of his or her intent to accept or refuse reemployment with five (5) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice, unless mutually agreed to the contrary.

16.11 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee’s option, returned to a position in their former class as vacancies become available, in accordance with the Education Code, except that they shall be ranked in accordance with their seniority on any valid reemployment list. Voluntary means a bona fide choice by the employee.

16.12 Retirement in Lieu of Layoff

16.12.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, or voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

16.12.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10)

working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

16.13 Seniority Roster

The District shall maintain an updated seniority roster indicating unit member's hire date of service. Such rosters shall be available to CSEA at any time upon reasonable request.

16.14 Seniority During Involuntary Unpaid Status

Upon return to work, the unit member shall be restored to all the benefits and burdens and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays or other leave benefits.

16.15 Improper Layoff

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

16.16 Effects of Layoff

Upon request, the CSEA shall have the right to negotiate the effects of the proposed layoff.