

ARTICLE 15: LAYOFF AND REEMPLOYMENT

15.1 DEFINITIONS

- 15.1.1 “Classification” means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. (Education Code, Section 45101)
- 15.1.2 “Permanent” as used in the phrase “permanent employee” includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification. (Education Code, Section 45101)
- 15.1.3 “Regular” as used in the phrase “regular classified employee” or any similar phrase, refers to a classified employee who has probationary or permanent status. (Education Code, Section 45101)
- 15.1.4 “Demotion” means assignment to an inferior position or status, without the employee’s written voluntary consent. (Education Code, Section 45101)
- 15.1.5 “Disciplinary Action” includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment, without his voluntary consent, except a layoff for lack of work or lack of funds. (Education Code, Section 45101)
- 15.1.6 “Reclassification” means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. (Education Code, Section 45101)
- 15.1.7 “Layoff for lack of funds or layoff for lack of work” includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. (Education Code, Section 45101)

15.2 NOTICE OF LAYOFF

- 15.2.1 The governing board may lay off and reemploy classified employees in accordance with procedures provided in Education Code, Section 45298 and 45308. Specifically, classified employees may be laid off for lack of work or lack of funds.
- 15.2.2 When, as a result of a bonafide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 calendar days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights. (Education Code, Section 45117)
- 15.2.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable

or preventable by the governing board, without the notice required. (Education Code, Section 45117)

15.3 SENIORITY AND ORDER OF LAYOFF

- 15.3.1 Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in reverse order of layoff. (Education Code, Section 45308)
 - 15.3.2 For service commencing or continuing after July 1, 1971, "length of service" means date of hire in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed. Time spent on unpaid illness leave, or unpaid industrial accident leave shall not be counted for length of service credit (Education Code, Section 45308).
 - 15.3.3 Credit for service prior to July 1, 1971, shall include regular assigned time in various classes from the first date of the employee's regular employment. If records are available, the service credit shall be computed to date of hire as in Section 15.3.2 above. In the event that records are not available any service in paid status rendered prior to July 1, 1971, shall be considered as being in paid status from date of hire. (Reference: Education Code Section 45308, Paragraph 2)
 - 15.3.4 Time spent in the class between breaks in continuity of employment because of separation from service shall count toward seniority accrual when the separation does not exceed 39 months.
 - 15.3.5 Seniority shall include all regular time in a class plus time in higher related classes. In the event of a tie, preference would be given to the employee with the longest total District service. If a tie still exists, preference would be given to the employee who had the highest score on the examination for the position. If a tie still exists, the employees would draw lots to determine preference. Time spent on leave without pay shall not be included when computing seniority, but all time spent on approved leaves with pay and on military leave shall count toward seniority accrual.
 - 15.3.6 No regular employee shall be laid off from any position while employees serving under limited-term appointment are retained in positions of the same class in the same organization unit unless the regular employee declines the limited-term or temporary position.
- 15.4 The following rules and regulations as set for in Sections 15.5, 15.6, 15.7, 15.8, and 15.9 of this Agreement shall determine the "bumping," "demotion", "reemployment", and other layoff rights of unit members:

15.5 BUMPING RIGHTS

- 15.5.1 Regular employees who are to be laid off may exercise bumping rights in an equal or lower class in which they have served and hold seniority credit greater than that of an incumbent. The employee to be bumped shall be the one with the least seniority credit in the class.
- 15.5.2 An employee laid off for lack of work or lack of funds may bump into a classification he/she previously held, but which has been reclassified to a

higher classification as a result of the Joint District/CSEA Reclassification Committee process, only if:

1. there is no less senior employee to bump within the employee's current classification, and
2. the position description for the reclassified position is not substantially changed as a result of the reclassification process, and
3. the employee meets or exceeds the qualifications for the reclassified position.

In those cases in which a position received reclassification as a result of the Ewing study where the responsibilities were substantially the same after the reclass the employee shall be entitled to seniority in the reclassified title for the entire period in which the employee served in the original classification.

In those cases in which a position received reclassification where the position description for the reclassified position was not substantially changed, the calculation of seniority shall be date of hire in the original classification plus date of hire in classifications higher than the original classification.

15.5.3 An employee who has been bumped shall have the same bumping rights afforded by this rule as if his position had been abolished or discontinued.

15.5.4 Bumping into a lower class shall be considered a voluntary demotion.

15.5.5 Salary. When an employee laid off from a given class accepts an assignment in a lower class his salary will be at the higher of:

1. the salary step he held prior to promotion, or
2. the salary step in the higher range at the time of the layoff, not to exceed the last step of the salary range allocated to the lower class to which assigned.

15.5.6 The number of months worked per year shall have no effect in any way on bumping privileges.

15.6 DEMOTION TO CLASSIFICATION WITHOUT SERVICE IN THAT CLASSIFICATION

15.6.1 An employee who is laid off may elect demotion to a lower classification in which he had not served in a permanent or probationary status if there is a vacancy in a lower classification and if he/she qualifies for the vacancy. Such qualifications shall include all factors originally included for the classification.

15.6.2 A permanent employee, who is to be laid off, may elect to replace a probationary employee in a lower classification for which he/she meets the qualifications. Such qualifications shall include all factors originally included for the classification.

15.6.3 Eligibility to demote a lower classification in which an employee has not served in a permanent or probationary status shall be determined by seniority within the District.

15.6.4 An employee who demotes to a lower classification, in which he has not served, shall be considered as probationary in that class.

15.7 REEMPLOYMENT AFTER LAYOFF

- 15.7.1 A reemployment list for each class subject to layoff shall be established and maintained for thirty-nine (39) calendar months for permanent employees and for twelve (12) calendar months for probationary employees.
- 15.7.2 Subsequent vacancies shall be filled from the reemployment lists. The names shall be listed in relative order of seniority.
- 15.7.3 Laid-off employees do not accumulate seniority credit while on a reemployment list.
- 15.7.4 Persons on reemployment lists must be ready, willing and able to accept reemployment in the class within 15 working days after notification of a vacancy. If such person declines a reemployment offer, the next person on the list shall be called. Any such person declining three offers of employment shall be considered unavailable and his/her name shall be removed from the reemployment list.
- 15.7.5 In the event intermittent casual work occurs, the persons on the reemployment list for the class in which the work occurs shall take precedence for assignment of work. (Education Code, Section 13583.1)
- 15.7.6 Permanent employees laid off will retain permanent status in the class upon reassignment or reemployment within limitations of this policy.
- 15.7.7 A probationary employee who is laid off during the probationary period shall, in the event of reemployment within one year, be required to complete only the balance of the probationary period. If the layoff time extends beyond one year the probationary period shall start over.
- 15.7.8 Should an individual accept a limited-term assignment during the time he/she is on a reemployment list, his or her name shall remain on the reemployment list. Refusal of a limited-term appointment shall not affect reemployment rights.
- 15.7.9 Absence from duty as a result of layoff shall be considered as unpaid leave and shall not constitute a break of service for purposes of eligibility for employee benefits upon reassignment or reemployment.

15.8 RECLASSIFICATION, TRANSFER, REORGANIZATION, POSITION ABOLISHED

- 15.8.1 When reclassification results either in the merger of two or more classes or the separation of a class into two or more classes, seniority rights of regular employees who are reclassified with their positions shall be computed from the date of their earliest entrance into regular service in such former classes.
- 15.8.2 An employee transferred from one class to another shall retain his/her seniority in the former class; seniority in the new class shall begin accumulating on the date of the transfer.
- 15.8.3 In cases of reclassification, reorganization, or abolishment of position, or in cases where the employee is promoted and subsequently terminated during probation, an incumbent's seniority in the class plus higher related classes shall be computed from the date of their earliest entrance into regular service in such former classes.

15.9 REDUCTION IN TIME

- 15.9.1 Where conditions permit, the employee laid off may accept a lesser time assignment or may accept an assignment as substitute at the substitute wage rate.
- 15.9.2 Permanent employees who take voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. (Education Code, Section 45298)
- 15.9.3 Permanent employees who have had their assigned positions reduced in time due to lack of work, lack of funds, or in the interest of economy shall be considered "laid off" and shall be offered the first vacant position which has the same number of hours and months as their previous assignment prior to the cut. Regular layoff procedures shall be followed.

15.10 VOLUNTARY DEMOTION

- 15.10.1 Employees who take voluntary demotions in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, 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 24 months. (Education Code, Section 45298)

15.11 EXPIRATION OF SPECIALLY FUNDED PROGRAMS

- 15.11.1 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 classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before April 29, informing them of their layoff effective at the end of such school year and their rights, if any, and reemployment rights (Education Code, Section 45117).
- 15.11.2 However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 60 days prior to the effective date of their layoff. (Education Code, Section 45117)

15.12 REEMPLOYMENT

- 15.12.1 Employees who are reemployed within 39 months after separation from the District shall have the date of their reemployment replace original date of hire for determining service longevity, vacation longevity and salary step advancement.
- 15.12.2 Credit for prior service shall be added in computation for vacation longevity and service longevity.
- 15.12.3 Reemployment at Step 1 on the Salary Schedule shall guarantee a six (6) month step advancement.
- 15.12.4 Employees who resign from the District to obtain employment outside the District for financial gain and who are subsequently reemployed by the District, shall not be eligible for placement on a grandfathered range.

Exceptions to this provision shall be negotiated between the District and the Association.

15.13 BENEFITS

15.13.1 For involuntary layoffs of bargaining unit employees that are effective on or after the effective date of this Agreement, District payment of its share of premiums for health care, dental care, vision care and life insurance of said employees will continue for two months following the effective date of the layoff at the level of benefits prior to the layoff. Employee contributions to premium payment for such benefit plans shall be paid to the District in sufficient time to be forwarded to the applicable carrier. If an employee is completely laid off and is participating in CalPERS medical benefits they will have continued coverage based on CalPERS guidelines. If the employee has contributed benefit premiums that exceeds CalPERS guidelines it will be refunded in the last paycheck to the employee. If the premium contribution is made with pre-taxed dollars, the refunded premiums are subject to state and local taxes. If the contribution is taxed the refund is not subject to further taxation.

15.13.2 Prior to any layoff, an employee shall be entitled to use his/her available personal necessity leave days to seek other employment.

15.14 RECLASSIFICATION

The District may reclassify upward or downward the salary range for any vacant position. A vacant position is one which does not contain bargaining unit members. Prior to such reclassification the District shall notify CSEA. CSEA, if it desires to negotiate the reclassifications, shall state its desire to negotiate in writing to the District within ten days of receipt of notice from the District. The District may establish new classifications and initial salary ranges for such classifications. CSEA, if it desires to negotiate the salary ranges, shall state its desire to negotiate in writing to the District within ten days of receipt of notice from the District of establishment of the new classifications. Pending a conclusion of negotiations, employees in the new classifications shall be paid on the initial salary ranges established by the District.

15.15 SUBSTITUTE ASSIGNMENTS FOR LAID OFF EMPLOYEES

Laid off bargaining unit employees will be given first consideration for available temporary substitute assignments in bargaining unit positions, subject to the following procedures and conditions.

A. Laid off bargaining unit employees must notify the District in writing within 15 days of the date they were laid off of their interest in serving in substitute positions. They must list each substitute position for which they wish to be considered, in order of preference. Such employees have the obligation to notify the District in writing within 15 days if they become unavailable to accept substitute employment (e.g., they have accepted employment elsewhere) or are no longer interested in such employment.

B. Laid off bargaining unit employees must keep the District informed in writing of a current local telephone number at which they can be reached and their home address. Failure to do so constitutes waiver of all rights under this Section during a period of layoff.

- C. Before calling other potential substitutes, the District will notify by telephone laid off bargaining unit employees who have totally complied with subparagraphs A and B above of substitute openings in classifications which are equal to or lower than the position held by the employee prior to layoff, and for which the employee meets the minimum qualifications.
 - D. The District is obligated to make only one local telephone call to any laid off employee for any one substitute position. The call will be made between 7:30a.m. and 10:00a.m. (except where knowledge of a vacancy does not occur until after that time) to the local telephone number supplied by the laid off employee. The local telephone number may be that of the employee's place of residence.
- 15.15.2 In selecting from among laid off employees for substitute assignments, the District shall consider the following factors, not listed here in order of priority:
- A. Specialized training and experience in the position or family of positions;
 - B. Length of service with the District;
 - C. Availability for employment;
 - D. Ability to perform the duties of the position;
 - E. Date of layoff.
- 15.15.3 Laid off employees shall be entitled to the benefits of Section 15.15 for six months after the dates of layoff or until they are gainfully employed, whichever occurs sooner. Failure to timely notify the District of unavailability to accept substitute employment shall constitute grounds for cancellation of all District benefits provided or to be provided to the laid off employee.

15.16 COMPLETE AGREEMENT

- 15.16.1 The parties agree that the above provisions in this Article represent the full and complete agreement between the parties concerning layoff, reemployment, voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff and the impacts and effects of such matters. CSEA hereby clearly and unequivocally waives its rights to meet and negotiate matters previously agreed to in this Article during the terms of the current Agreement, except as specified in paragraph 15.14

Notwithstanding this paragraph, nothing in this Agreement shall operate to waive the right of CSEA to negotiate over the effects of layoffs.