

**ARTICLE 16**  
**NEGOTIATED LAYOFF AND REEMPLOYMENT**

- 16.1 **Definition:** A layoff shall be defined as any of the following actions for purposes of this Article: an involuntary separation from employment, or an involuntary reduction in the employee's work day, work week, or work year.
- 16.2 **Reason for Layoff:** Layoff shall occur only for lack of work, or lack of funds.
- 16.2.1 When, as a result of the expiration of a specially funded program, bargaining unit positions must be eliminated at the end of any school year, and bargaining unit employees will be subject to layoff for lack of funds, the bargaining unit employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.
- 16.2.2 When, as a result of a reduction or elimination of the service being performed by any department, bargaining unit employees shall be subject to layoff for lack of work, affected bargaining unit employees shall be given written notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- 16.2.3 Nothing herein provided shall preclude a layoff for a lack of funds in the event of actual and existing financial inability to pay the salaries of bargaining unit employees, nor a layoff for a lack of work resulting from causes not foreseeable or preventable by the Board, without providing the notice required by subdivisions 16.2.1 or 16.2.2 hereof.
- 16.2.4 The District will notify CCEU in writing of any reductions, layoffs, or elimination of services concurrently with employees. Prior to effecting such an action, the District will meet with CCEU upon request to review and respond to the recommended changes. Reduction in hours: Employees who take a voluntary reduction in assigned time as negotiated with the Union in lieu of layoff shall receive the same reemployment rights as employees who are laid off.
- 16.2.5 An employee separated from employment through layoff shall continue to be enrolled in, and shall continue to receive District contributions for medical and dental benefits to the extent that the employee was enrolled in the insurance programs while employed, in accord with the following schedule:

at least 9 months of service, but less than 5 years .....	4 months
at least five years of service, but less than 7 years .....	6 months
at least seven years of service .....	9 months

This section completes “effects bargaining” over health and welfare benefits for all future layoffs.

16.2.6 **Final Paycheck:** Any employee being laid off shall be paid in full at the end of his/her shift on the last day of his/her employment.

16.2.7 **Transfer of Bargaining Unit Work:** The District shall not contract out any work which would have been done by employees on layoff to any public or private agency, corporation, or individual, without first offering said work to the laid off employees. This provision shall apply for up to (1) one year from the date of layoff for work within the classification of the laid off employee. The District will offer the laid off employee compensation equal to the last hourly rate of pay at the time of layoff for the duration of the work to be done. Such action by the District does not constitute a recall from layoff.

16.3 **Order of Layoff:** Whenever a classified employee shall be laid off, the order of layoff shall first be by call for volunteers in the classification designated for layoff, and then shall be determined by seniority of the employees in the classification. The employee who has been employed the shortest time as defined in Article 16.3.1, shall be laid off first.

16.3.1 Beginning July 1, 2004 for the purpose of layoff, seniority shall be the District hire date. If two or more employees have the same hire date, a drawing shall be held to determine the order of seniority for purposes of layoff.

16.3.2 Date of hire shall be reduced (moved forward) to account for any period in which the employee is in unpaid status (this does not include time spent on a reemployment list due to layoff).

16.3.3 For purpose of layoff, class is defined as current classification plus deleted classifications from which it directly evolved.

16.4 **Bumping Rights:** An employee laid off from his/her present class may bump into an equal or lower class in which the employee has greatest seniority considering his/her seniority in the equal and lower class and any higher classes. The displaced employee shall first bump into an equal class in which they have seniority, and may continue bumping into a lower class only to avoid layoff.

16.5 The District shall not make use of administrative transfer(s) to avoid or alter the results of employee bumping due to 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 **Reemployment Rights:** Laid off persons have an absolute right to reemployment in the class from which they were laid off for a thirty-nine (39) month period if the District determines to reinstate the position formerly held within thirty-nine (39) months of the date of termination. Re-employment shall occur based on seniority, and will be in reverse order of layoff. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this agreement for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities. Upon reemployment, the employee shall be entitled to all rights, benefits and burdens that were previously his/hers, including the original hire date.
- 16.7.1 Bargaining unit employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit employee, returned to a position in their former class or to positions with increased assigned time by seniority 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 for 24 months.
- 16.8 **Retirement in Lieu of Layoff:**
- 16.8.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, 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.
- 16.8.2 The employee shall then be placed on a thirty-nine (39) month reemployment list.
- 16.8.3 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.
- 16.8.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 16.8.5 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.
- 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 of an opening in their previous classes. Such notice shall be sent by certified mail to the last

address given the District by the employee, and a copy shall be sent to CCEU by the District, which shall acquit the District of its notification responsibility.

- 16.10 **Employee Notification to District**: An employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee does not accept the reemployment, after the second notification, the employee's eligibility on the reemployment list shall terminate.
- 16.11 **Reemployment in Highest Class**: Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.