

1 **ARTICLE 18 - LAYOFF AND REEMPLOYMENT**

2 **18.1 Reason for Layoff** - Layoff shall occur for lack of work or lack of funds as determined
3 by the District.

4 **18.2 Notice of Layoff**

5 **18.2.1** - "Layoff for lack of funds or lack of work" means a layoff, reduction in hours,
6 or demotion in lieu of layoff.

7 **18.2.2** - "Classification" means that each position in the classified service shall have
8 a designated title, a regular minimum number of assigned hours per day, days per
9 week, and days per year, a specific statement of the duties required to be performed
10 by the employees in each such position, and the regular monthly salary ranges for
11 each such position.

12 **18.2.3** - Upon the decision of the District to reduce the number of positions or the
13 hours of positions in the classified service of the District, written notice of layoff shall
14 be sent by certified mail or delivered in person to the affected unit member(s) by the
15 District.

16 **18.2.4** – Layoffs shall be conducted in accordance with Education Code section 45117
17 unless the layoff is being conducted in accordance with Section 18.2.5 below. No
18 later than March 15, the District shall send written notice of layoff to the affected
19 permanent unit member(s) and the Association that the unit member's services will
20 not be required for the ensuing school year and informing the unit member and the
21 Association of his/her displacement rights, if any, and reemployment rights. Any
22 notice of layoff shall specify the reason for layoff.

23 **18.2.5** – Notwithstanding Section 18.2.4, when classified positions must be eliminated
24 as a result of the expiration of a specially funded program, the employees to be laid
25 off shall be given written notice not less than 60 days prior to the effective date of their
26 layoff informing them of their layoff date and their displacement rights, if any, and
27 reemployment rights. Additionally, layoffs may be conducted in accordance with
28 Education Code section 45117(d) when that section applies.

29 **18.2.56** - Nothing herein provided shall preclude a layoff for lack of funds in the event
30 of an actual and existing financial inability to pay salaries of classified employees,
31 nor layoff for lack of work resulting from causes not foreseeable or preventable by
32 the governing board, without the notice required herein.

33 **18.3 Order of Layoff and Bumping:**

34 **18.3.1** - The order of layoff of unit member(s) shall be determined by seniority within

1 the affected classification. Seniority is determined by date of hire in a classification,
2 including time employed in a higher classification, if applicable. The unit member with
3 the least seniority in the affected classification shall be laid off first. Bargaining unit
4 members who are subject to layoff shall have the right to exercise bumping rights into
5 a classification previously held by the unit member, providing that the classification
6 into which he/she is bumping is equal to or lower than the classification currently held.

7 **18.3.2** - Unit members desiring to exercise their option to "bump" shall submit their
8 request in writing, via certified mail, or personal delivery to the Human Resources
9 Division within a ten (10) calendar day period from the date the notice of layoff was
10 personally served or mailed or the date of the postmark on the envelope if the letter
11 is returned marked "not claimed" by the Post Office.

12 **18.3.3** - **Seniority - Date of Hire**: For purposes of this Article, date of hire(s) shall mean
13 the first date of paid service as a classified unit member in a classification(s). Date of
14 hire shall not be interpreted to mean any service performed prior to entering into
15 probationary status in the classified service of the District.

16 **18.3.4** - In the case of two (2) or more unit members having the same seniority date,
17 the order of layoff of such unit members shall be determined by lot.

18 **18.4** **Employment Procedure:**

19 **18.4.1** - A unit member who is laid off shall be placed on a thirty-nine (39) month
20 reemployment list. The unit member shall be required to maintain his/her current
21 address with the District Office. Unit members who take voluntary demotion or
22 voluntary reduction in assigned time in lieu of layoff shall be placed on a sixty-three
23 (63) month reemployment list.

24 **18.4.2** - If, during a unit member's eligibility period for reemployment, a classification
25 becomes vacant, in which he/she has previously served as provided in Section
26 18.3, the District shall send written notice by certified mail to the last known address
27 of the affected unit member(s) offering reemployment in order of seniority.

28 **18.4.3** - The unit member(s) shall notify the District in writing of his/her intent to
29 accept reemployment within ten (10) calendar days following the date notice was
30 mailed. Failure to do so shall be deemed a rejection of the offer of reemployment.
31 After two (2) rejections, the unit member shall be deemed to have waived his/her
32 reemployment rights and shall be removed from the reemployment list. A
33 declination of a position of lesser hours or lower salary range shall not be deemed
34 a rejection.