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LAYOFF AND REEMPLOYMENT

- 14.1 Layoff: A layoff for the purpose of this Article shall be an involuntary separation of a permanent or probationary classified employee due to lack of work or lack of funds.
- 14.2 Reduction in Regularly Assigned Time: A layoff for the purpose of this Article includes any reduction in hours of employment or assignment to a class or grade lower than that to which an employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff but does not include disciplinary action. The decision to reduce hours shall be negotiated with CSEA.
- 14.3 Order of Layoff:
- 14.3.1 Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus higher classification, shall be laid off first. A higher classification is defined as one at a higher salary on the salary schedule.
- 14.3.2 "Length of service" shall be defined as hire date within classification plus higher classifications. For unit members employed in a probationary or permanent classified position on June 30, 2013, for the Santa Paula Elementary School District or Santa Paula Union High School District, hire date shall be based on their date of original employment in the classification in the Santa Paula Elementary School District or Santa Paula Union High School District.
- 14.3.3 If two or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of original District hire date in a probationary position, with the employee hired first being retained; and if that is equal, the determination shall be made by lot.
- 14.3.4 A classified employee may not be laid off if a limited term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not apply to the retention of a limited-term employee, who is hired for a period not exceeding 60 days after which the limited-term service may not be extended or renewed.
- 14.3.5 Seniority List: The District shall provide the Association with an updated seniority roster for the classifications in which the layoff is anticipated no later than when the notices are sent out to unit members. A list of positions and/or hours recommended for reduction or elimination will be furnished to the Association upon request.
- 14.3.6 A unit member may challenge his or her place on the seniority roster by notifying the Classified Human Resources Office. The Classified Human Resources Office shall review the request and inform the unit

member, other affected unit members, and Association of the results of its review no later than the effective date of the layoff.

14.4 Notice of Layoff:

14.4.1 Notice to Affected Unit Members: The District shall provide to bargaining unit members written notice of layoff no **later than March 15th**. ~~less than sixty (60) days prior to the effective date of the layoff.~~

14.4.2 Notice of Layoff Due to Expiration of Specially Funded Program: **The District shall provide to bargaining unit members written notice not less than sixty (60) days prior to the effective date of the layoff** ~~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 unit members will be subject to layoff for lack of funds, the unit members 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 60 days prior to the effective date of their layoff.~~

14.4.3 Contents and Service of Notice: The notice of layoff shall specify the reasons for the layoff, its effective date, displacement rights (if any), and reemployment rights. The notice shall be given by ~~personal service or by~~ certified mail to the last known home address of the employee on file in the Classified Human Resources Office. ~~For purposes of this Article, if a notice is mailed, the second working day following the postmark date of the notice shall be considered the official date of receipt.~~

14.4.4 Notice to Association: **No later than February 15th or as soon as the District determines that a reasonable basis exists to believe that there will be a layoff as defined above, the District will notify CSEA in writing, along with the information concerning the specific positions that might be eliminated or reduced. The purpose of this notice to CSEA is to enable applicable decision and/or impacts and effects negotiations. The District shall notify the Association in writing of any intention to layoff or proposal to reduce the hours of bargaining unit members at least ten (10) working days prior to public notice. No reductions in hours shall occur until the decision to reduce hours are negotiated with CSEA.**

14.5 Displacement/Bumping Rights:

14.5.1 Same Classification: A unit member who is laid off shall have the right to displace (bump) a less senior employee in the same classification in the following ranked sequence:

14.5.1.1 A vacant position with the same number of hours per day.

14.5.1.2 The least senior employee with the same number of hours per day.

- 14.5.1.3 The least senior employee with the next existing greater number of hours per day.
- 14.5.1.4 The least senior employee with the next existing fewer number of hours per day.
- 14.5.2 Equal or Lower Classification: A unit member who is laid off shall have the right to displace (bump) a less senior employee in an equal or lower classification in which he or she has attained permanency in the following ranked sequence:
 - 14.5.2.1 A vacant position with the same number of hours per day.
 - 14.5.2.2 The least senior employee with the same number of hours per day.
 - 14.5.2.3 The least senior employee with the next existing greater number of hours per day.
 - 14.5.2.4 The least senior employee with the next existing fewer number of hours per day.
- 14.5.3 Voluntary Demotion or Transfer in Lieu of Layoff: A permanent unit member subject to layoff may accept, in lieu of layoff, a voluntary demotion to a vacant position in a lower classification in which he or she has not previously served, or transfer to an equal classification in which he or she has not previously served, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The Personnel Commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.
- 14.5.4 Salary Placement After Demotion or Transfer: A unit member who accepts a demotion in lieu of a layoff shall be placed at the salary range of the lower classification, and then to that step of the lower range that comes closest to the unit member's hourly salary rate in the higher classification without exceeding the previous hourly salary rate.
- 14.5.5 PERS Retirement in Lieu of Layoff: Any unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the unit member's request for reinstatement from retirement.
- 14.5.6 Reemployment Rights: Laid off employees shall be reemployed in order of seniority as vacancies become available.
- 14.5.7 Laid off unit members who are unable to or elect not to take voluntary demotions, reductions, or displacement rights shall be eligible for reemployment for a period of 39 months from the effective date of layoff as follows:

- 14.5.7.1 The unit member's reemployment shall take preference over new applicants.
- 14.5.7.2 The unit member shall have the right to participate in promotional examinations within the District during the period of 39 months.
- 14.5.8 Employees Who Take Voluntary Demotions or Reductions:
 - 14.5.8.1 A unit member who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position 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, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply. The Personnel Commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.
 - 14.5.8.2 A unit member who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in his or her former class or to a position with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list the unit member shall be ranked on that list in accordance with his or her proper seniority.
- 14.5.9 Offers of Reemployment: A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which he/she is eligible. The notice shall be by telephone. If the District is unable to reach the laid off unit member by telephone, notice shall be sent by certified mail to the last address of the unit member on record. Within five (5) calendar days of receipt of notice, the unit member must accept the position or the right to it is deemed waived. CSEA shall be given written notice of all unit members offered reemployment.
- ~~14.5.10 A unit member who has received and declined three (3) offers of employment in the classification from which laid off with the same or more hours than that held at the time of layoff shall be removed from the reemployment list.~~
- 14.5.11 Any acceptance by a laid off unit member of a position to a classification lower than the classification from which the unit member was laid off or to the same classification but with fewer hours shall not affect the unit member's original thirty-nine (39) or sixty-three (63) month rights to reemployment in the former classification and a position with the same number of hours.
- 14.5.12 Status and Rights Following Reemployment:

- 14.5.12.1 When the District reemploys a laid off permanent unit member within the 39 months, the unit member shall be fully restored to his or her classification as a permanent employee, with all contractual rights and benefits. Service credit and statutory benefits such as sick leave and vacation and entitlement to other leaves shall not accrue during the period of layoff.
 - 14.5.12.2 Seniority following Reemployment: Laid off employees reemployed within thirty-nine (39) months shall be restored with all seniority earned to and including the effective date of the layoff. Unit members shall not accrue seniority while laid off. When reemployed their hire date seniority shall be adjusted to account for the time on the reemployment list.
 - 14.5.12.3 Salary Schedule Placement following Reemployment: A laid off unit member reemployed within 39 months shall be placed on the same step on the salary schedule as on the effective date of the layoff.
 - 14.5.12.4 Reemployment in New Position: If a unit member is reemployed in a new classification and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.
- 14.6 Limited Term and Substitute Work: A unit member who is laid off and who is on a reemployment list may be employed as a substitute, limited-term or temporary employee in his or her original classification or any other classification for which the unit member is qualified, and such reemployment shall in no way jeopardize or otherwise affect his or her status or eligibility for reemployment. Refusal of an offer of substitute or limited-term employment shall not affect the standing of any unit member on a reemployment list.
- 14.7 Sick Leave Hours: Provided that the unit member is reemployed within 39 months from the effective date of layoff, sick leave hours earned and unused at the time of layoff shall be restored upon reemployment, unless the unit member transferred sick leave hours after accepting employment in another California school district, county office, or community college district employer within one year of the effective date of layoff. In such cases, the unit member shall be entitled to transfer back only those hours that remain with the other employer.
- 14.8 Vacation and Compensatory Time: Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the unit member.

- 14.9 Work as a Substitute: A unit member on the reemployment list shall be offered first opportunity to substitute in the classification from which he/she was laid off in accordance with seniority provided the unit member notifies the District of his/her desire to be placed on a substitute list. The unit member shall receive the same hourly rate as received prior to layoff.
- 14.10 Use of Volunteers/Others to Replace Laid Off Employees: The District may not abolish any of its classified positions and utilize volunteer aides in lieu of classified employees who are laid off as a result of the abolition of a position. The District shall not refuse to employ a person in a vacant position and use volunteer aides in lieu of filling the classified position.
- 14.11 Right to Use Personal Necessity Leave to Seek Employment: The District agrees that laid off unit members may use Personal Necessity Leave/Compelling Personal Leave (if available) in accordance with Section 9.3, in order to search for other employment. Unit members must provide notice of such use in accordance with Section 9.3.
- 14.12 Negotiations:
- 14.12.1 Within ten (10) working days of notification pursuant to Section 14.4.4 above, the Association shall respond in writing of its intent to negotiate the decision to reduce hours, the effects of such reduction, and/or the effects of layoff. The District and the Association shall meet **no later than within ten (10) fifteen (15)** working days after the Association's notice of its intent to negotiate.
- 14.12.2 For purposes of this Article, "working days" shall be defined as days that the District Administrative Offices are open.
- 14.12.3 Nothing herein shall preclude the District from implementing a layoff of bargaining unit members pursuant to the timelines established in the Education Code if the parties have not reached agreement on the negotiable effects of the layoff.