VESPA proposal to VUSD

RE: LAYOFF, REEMPLOYMENT, AND EFFECTS RELATED THERETO (ART. 19) – VESPA

April 29, 2026 Counter #4

VESPA proposes the following terms related to Layoff, Reemployment, and Effects Related Thereto for VESPA.

ARTICLE 19

19.1 Layoff
In accordance with AB 438, the layoff process shall follow all rules and provisions as established in California Government Code and Education Code.

19.1.1 Definition: Layoff as used herein shall refer to reduction in assigned time or work year, and separations due to, a) reclassification of position(s), b) elimination of position(s)/ class(es), or c) reorganization of services.

Joint Interest:

The Parties have a joint interest in keeping the number of layoffs to a minimum whenever possible. As a means to prevent a layoff, and keep a unit member whole (same number of hours, work days, etc) reassignments/transfers within the unit member's current classification, or lateral transfer opportunities will be explored whenever possible and available. These options will be reviewed with the union President. A unit member affected by a permanent transfer or work shift change in an effort to prevent a layoff shall be given two weeks' notice in writing by letter or email. A conference, either by phone or in person, will be held between the appropriate management person, the unit member, and the VESPA President or designee in order to discuss the reasons for the transfer or shift change. This does not prevent the unit member from applying for future transfer opportunities should they choose to do so.

19.1.2 Reason for Layoff: Layoff shall occur for lack of work or lack of funds as determined by the District, or any additional reason designated by the Legislature.

19.1.3 Notice of Layoff: Any notice of layoff shall specify the reason for layoff, the unit member's displacement rights,

and reemployment rights.

A permanent employee includes an employee who was permanent at the time **of** the notice and an employee who became permanent after the date of the required notice. Probationary employees may be released without a hearing.

A permanent employee whose position will be reduced or eliminated due to a lack of work or lack of funds shall receive a preliminary layoff notice by March 15th. Prior to May 15th, the Board of Education shall adopt a final layoff resolution and direct the layoff of specified employees. The identified employees shall be served a final layoff notice before May 15th. The exception to this timeline is for specially funded positions.

Notwithstanding the other requirements in respect to the layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employee(s) to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff.

The District will make every effort to concurrently notify employees whose positions are being abolished and/or reduced, and any employees who may reasonably be subject to bumping. These notices may include employees working in classifications not identified in the layoff resolution. Nothing in this provision shall preclude the District from issuing multiple rounds of notices.

19.1.4 ~~Negotiation:~~ **Consultation**:

19.1.4.1 Following notice of layoff as provided herein above, the Association and the District shall meet to review the layoffs and to determine the order of layoff within the provisions of the Agreement and Education Code.

19.1.4.2 ~~The District shall supply the Association with a seniority list, a layoff list and a statement of the bumping rights of the unit members on the list.~~ **As soon as practicable, the Superintendent or designee shall meet with the Association**

President to review the proposed Resolution and all applicable seniority lists.

19.1.4.3 The District agrees to consult concerning the redistribution of workload.

19.1.5 Order of Layoff: Whenever a unit member is laid off, the order of layoff within the class shall be determined by **length of service/**seniority in the class and higher classes; the unit member who has been employed the shortest time in the class plus higher classes shall be laid off first. **Length of service shall include paid leaves as stated in law and Personnel Commission Rules & Regulations (PCRR).**

Seniority shall be based on the date of hire in the classification and shall include time in any higher classification.

19.1.6 Equal Seniority: If two or more unit members subject to layoff have an equal class seniority date**,** ~~. T~~ **t**hen preference shall be given to the unit member with the earliest regular hire date (base date) in the District. If the regular hire date (base date) is equal, then preference shall be given to the employee with the earliest original hire date. If the original District hire date is equal, the decision shall be made by lot.

19.1.7 Voluntary Demotions: Unit members who ~~wish~~ **accept** voluntary demotions in lieu of layoff to **a job class** ~~classes~~ not previously held**,** may be voluntarily demoted to **a** vacant position~~s~~ for which they qualify, consistent with the provisions of this Agreement and with the approval of the Director of Classified Human Resources. ~~acting for the Personnel Commission regarding the relatedness of the classifications.~~

The District will notify the Association prior to having discussions with a bargaining unit member regarding any type of voluntary demotion or reduction.

19.1.8 Bumping Rights:

19.1.8.1 A unit member laid off from their present class may bump into a position in the same class if they hold more seniority than another unit member in the same class. The unit member's placement shall be determined by bumping:

a) The least senior unit member with the same number of hours per year.
b) The least senior unit member with the next existing greater number of hours per year.
c) The least senior unit member with the next existing fewer number of hours per year.

For unit members who are not certified as bilingual, and the above criteria would place them into a bilingual required position, then placement will be at the next least senior unit member who does not hold a bilingual required position.

The unit member shall be placed in the first position for which they qualify in the sequence above.

A vacant position shall be considered the least senior position available for bumping purposes.

19.1.8.2 If no such positions exist, the unit member may, in lieu of layoff, bump into the next lower class **on the salary schedule** in which the unit member has previously served and in which the laid off unit member has greater seniority.

19.1.8.3 **The District shall schedule a meeting with each unit member to discuss their bumping rights and opportunities per 19.1.8.1 and 19.1.8.2. The Association President or their designee shall be invited to participate in these meetings.** ~~**If the unit member elects to proceed without Association representation or if the Association is unavailable within a reasonable timeframe, the District may conduct the meeting as scheduled.**~~

19.1.8.4 **Bumping meetings shall be scheduled by classification in the order of highest classification to lowest as determined by the salary schedule.**

19.1.8.5 **If a member holds multiple classifications and is subject to a layoff, they shall be informed of their seniority date in the other classification(s) at their initial bumping meeting.**

19.2 Reemployment

19.2.1 Order of Reemployment: Reemployment shall be in the reverse order of layoff.

19.2.2 Replacement: When there is an existing layoff reemployment list, any existent classified bargaining unit positions that were eliminated due to lack of funds or lack of work shall not subsequently be filled by limited term or provisional employees, volunteers, or work experience students. When the duties assigned to an eliminated position must reasonably be reassigned to another unit member, the Supervisor shall meet with the unit member to discuss the changes to their assigned duties and set priorities to ensure that the workload assigned can reasonably be accomplished within the unit member's assigned schedule.

19.2.3 Filling Vacancies: When there has been a layoff, and a layoff reemployment list exists, vacancies within the class or classes from which the layoffs occurred shall be filled in the following order: 1) transfer; 2) layoff reemployment list; 3) employment eligibility lists.

Consideration shall be given to unit members whose hours were reduced and who submit a request for transfer. However, consideration does not guarantee a position.

It is the intent of the parties that unit members shall not have their work year increased in a manner that circumvents this Article. It is understood, however, that legitimate overtime and/or emergency needs may be met without regard to Section 19.2.2.

19.2.4 Reemployment Rights: Reemployment rights will be handled according to Education Code Section 45298 which is included for reference as Appendix C and Personnel Commission rule.

19.2.5 Notification of Reemployment: A unit member who is laid off and is subsequently eligible for reemployment shall be notified by certified mail by the District.

19.2.6 Unit Member Notification to the District: A unit member shall notify the District by telephone or in writing of their intent to accept or refuse employment

within five (5) working days following receipt of the reemployment notice. Failure by the unit member to tender the notice to the District within five (5) days, as provided for herein, shall be deemed a refusal of the employment by said unit member. The laid-off unit member will relinquish their position on the list and will be considered to have voluntarily resigned after declining two offers of employment in the same classification, at the same number of hours per day and days per year as the assignment of the unit member prior to the layoff.

19.2.7 Reinstatement after Resignation: Reinstatement of a unit member after resignation per 19.2.6 above will be handled according to Education Code Section 45309 which is included for reference as Appendix D and applicable Personnel Commission rule.

19.2.8 Work as Substitute: Unit members who are laid off shall be permitted to serve in classifications from which they were laid off as limited term/substitute employees in the absence of a qualified incumbent, provided the laid off unit member notifies the District of their desire to be placed on a substitute list.

19.3 Effects

19.3.1 Any unit member who the Association and the District agree has been improperly laid off shall be reemployed upon such determination of the error and shall be reimbursed for all loss of salary and benefits retroactive to the effective date of the original layoff action.

19.3.2 Health and Welfare Benefits: ~~For layoffs and reductions in assigned time of unit members, the District shall continue the health benefit package existing on the effective date of layoff for the remainder of the month in which layoff occurs, plus the month following the month in which the layoff occurs~~.

All classified unit members laid off and no longer employed by the District due to the Reduction in Force (RIF) process shall continue to receive the District's contribution for their current active health and welfare benefits package through September 30. If the affected employee's current active plan, as of May 14, provides for a District contribution to the cost of the health and welfare benefits, the District

shall make the same monthly contribution. If the affected employee's current active plan provides for an employee contribution, the affected employee shall make the same monthly contribution. The affected employee's contribution must be received by the District by the 20th of the previous month for coverage to continue. If the affected employee's contribution is not received by the stated date, the health and welfare benefits will be cancelled and the affected employee will be notified by the District of the cancellation.

All unit members who were enrolled in a District health care plan and whose total hours were reduced as a result of a Reduction In Force shall be entitled to receive the same District contribution toward health benefits that the member was entitled to immediately prior to the reduction in hours through the end of the same benefits year. District contributions and unit member responsibilities shall be pursuant to Articles 20.1 and 20.2 and any subsequent modifications.

19.3.3 **All unit members who are receiving a bilingual stipend at the time of the layoff and are bumped or otherwise reassigned into a position that does not carry a bilingual stipend, because no bilingual required position was available to them, shall continue to receive that stipend for the following school year and continue to provide bilingual services as needed.**

19.3.4 Waiver: Except as provided herein, the District and the Association each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter related to layoff actions, and effects related thereto, during the terms of the current agreement, when such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated the current agreement.

19.3.5 Grievability: The District and the Association agree that alleged violations of 19.1.1 and 19.1.2 above shall not be subject to Article 37, Grievance. It is understood that the Association has the right to grieve the procedure for notification and processing of layoffs but that Management has the right to identify the need for layoff and the reasons for layoff and these items are not grievable.