

ARTICLE 15

EFFECTS OF LAYOFF

15.1 DEFINITION OF THE PROCESS

Unit members shall be subject to layoff for lack of work or lack of funds.

15.2 Seniority Procedures

15.2.1 Seniority shall be based upon original hire date as a Teacher or Master Teacher.

15.2.2 Seniority List: Employees shall be ranked by hire date seniority. The district shall conduct a lottery to determine the seniority of any unit members with the same original hire date. This list will be used for determining:

Layoff in the proper sequence.

The exercise of displacement rights to retain employment.

15.2.3 Displacement Rights: Unit employees who are to be laid off, may exercise bumping rights in their class (Teacher or Master Teacher) The employee bumped shall be the one with the least seniority. A Master Teacher may bump a less senior Teacher, however a Teacher may not bump a less senior Master Teacher.

15.2.4 An employee accepting a position in a lower classification in lieu of layoff, shall be placed on a step in the service of the previous classification which is nearest to, but not higher than the monthly salary he/she would have earned in the former classification.

15.3 NOTIFICATION OF EMPLOYEES

15.3.1 Employees affected by layoff shall be given written notice sixty (60) days prior to the effective date of layoff and shall be informed of their displacement rights (bumping), if any, and re-employment rights.

15.3.2 Specially Funded Programs: 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 due to lack of funds; the employees to be laid off shall be given written notice on or before May 29, informing them of their layoff and displacement rights. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than 30 days prior to the effective date of layoff.

15.3.3 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 by paragraphs 15.3.1 and 15.3.2 above.

15.4 Rights of Employees Laid off for Lack of Work or Funds

15.4.1 Re-employment Rights: Employees laid off are eligible for re-employment for a period of 39 months.

15.4.1.1 An employee on a re-employment list may decline three offers of re-employment in his/her former class. After his/her third refusal, the employee's name will be removed from the re-employment list.

15.4.1.2 Removal of Name from Re-employment List

a. An employee's name may be removed from the re-employment list for the class from which they have been laid off if they fail to respond to a written notice of employment within twenty (20) calendar days of notification.

b. The District may take an action to remove an employee's name from the re-employment list permanently for the following reasons:

Conviction of a crime which would be sufficient to support dismissal of a permanent employee.

Making false statements on an application form

15.4.2 Displacement Rights: A permanent employee may exercise bumping rights pursuant to guidelines set forth in 15.2.3 of these guidelines.

15.4.3 Benefit Rights: If a person is re-employed by the District within 39 months after the date of previous termination, his/her accumulated sick leave allowance and service credit for longevity pay shall be reinstated.

15.4.4 Substitute Employment: Employees laid off shall be placed on the substitute list for all-in for substitute employment in any class within the District in which they have served and/or have displayed that they meet the minimum qualifications. Such employees shall be afforded such work on a rotational basis in accordance with seniority.

15.4.5 Effects of Layoff on Remaining Employees: Employees remaining in employment shall not be required to work additional hours or required to perform overtime as a result of layoffs.

15.4.6 Employees who have exhausted (or waived displacement rights) may request to be interviewed for vacancies for lateral or lower classifications for which they meet minimum qualifications. These employees shall be interviewed prior to other unit employees or outside applicants, providing the employee requests an interview prior to the closing date of the posting.

15.4.7 The District shall continue to pay health insurance benefits received immediately prior to layoff at the current rate for all employees laid off for one month following the date the District's obligation to maintain said benefits would otherwise cease.

15.4.8 Employees subject to layoff may receive up to three days paid release time to search for alternative employment. Such time must have the prior approval of the immediate supervisor.

15.5 COMPREHENSIVE EFFECTS OF LAYOFF

Article 15 constitutes a comprehensive layoff article. CSEA and the District agree that in the event of a layoff during the term of this Agreement, the provisions of Article 15 constitutes any and all rights or benefits to which an employee subjected to this article is entitled and that CSEA waives any right it has or may have to demand to bargain over the effects of layoff. The District will meet with CSEA thirty (30) days prior to the layoff taking effect to discuss the order of layoff and transfer or reassignment of employees in the affected classifications.