

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** - The District shall send written notice of layoff to the affected unit member(s)
17 and the Association not less than sixty (60) days prior to the effective date of layoff,
18 informing the unit member and the Association of his/her displacement rights, if any,
19 and reemployment rights. Any notice of layoff shall specify the reason for layoff.

20 **18.2.5** - Nothing herein provided shall preclude a layoff for lack of funds in the event
21 of an actual and existing financial inability to pay salaries of classified employees,
22 nor layoff for lack of work resulting from causes not foreseeable or preventable by
23 the governing board, without the notice required herein.

24 **18.3 Order of Layoff and Bumping:**

25 **18.3.1** - The order of layoff of unit member(s) shall be determined by seniority within
26 the affected classification. Seniority is determined by date of hire in a classification,
27 including time employed in a higher classification, if applicable. The unit member with
28 the least seniority in the affected classification shall be laid off first. Bargaining unit
29 members who are subject to layoff shall have the right to exercise bumping rights into
30 a classification previously held by the unit member, providing that the classification
31 into which he/she is bumping is equal to or lower than the classification currently held.

32 **18.3.2** - Unit members desiring to exercise their option to "bump" shall submit their
33 request in writing, via certified mail, or personal delivery to the Human Resources
34 Division within a ten (10) calendar day period from the date the notice of layoff was

1 personally served or mailed or the date of the postmark on the envelope if the letter
2 is returned marked "not claimed" by the Post Office.

3 **18.3.3 - Seniority - Date of Hire:** For purposes of this Article, date of hire(s) shall mean
4 the first date of paid service as a classified unit member in a classification(s). Date of
5 hire shall not be interpreted to mean any service performed prior to entering into
6 probationary status in the classified service of the District.

7 **18.3.4** - In the case of two (2) or more unit members having the same seniority date,
8 the order of layoff of such unit members shall be determined by lot.

9 **18.4 Employment Procedure:**

10 **18.4.1** - A unit member who is laid off shall be placed on a thirty-nine (39) month
11 reemployment list. The unit member shall be required to maintain his/her current
12 address with the District Office. Unit members who take voluntary demotion or
13 voluntary reduction in assigned time in lieu of layoff shall be placed on a sixty-three
14 (63) month reemployment list.

15 **18.4.2** - If, during a unit member's eligibility period for reemployment, a classification
16 becomes vacant, in which he/she has previously served as provided in Section
17 18.3, the District shall send written notice by certified mail to the last known address
18 of the affected unit member(s) offering reemployment in order of seniority.

19 **18.4.3** - The unit member(s) shall notify the District in writing of his/her intent to
20 accept reemployment within ten (10) calendar days following the date notice was
21 mailed. Failure to do so shall be deemed a rejection of the offer of reemployment.
22 After two (2) rejections, the unit member shall be deemed to have waived his/her
23 reemployment rights and shall be removed from the reemployment list. A
24 declination of a position of lesser hours or lower salary range shall not be deemed
25 a rejection.

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