ARTICLE XVI: LAYOFF AND REEMPLOYMENT

16.1 Review - The District and Association officers shall meet within fifteen (15) days prior to the receipt of any notices of layoff to review the proposed layoff and the order of layoff within the provisions of this Agreement. The Association shall at this time receive a seniority list of unit members in all classifications in which layoffs are contemplated.

16.2 Written Notice of Layoff or Reduction in Hours - Written notice of layoff or reduction in hours shall be given to a member of the bargaining unit not less than sixty (60) days prior to the effective date of layoff. Such notice shall specify the reason for layoff and shall inform the member of his/her displacement rights, if any, and reemployment rights.

16.3 Order of Layoff - Whenever a member of the bargaining unit is laid off, the order of layoff within the member's classification shall be determined by length of service. The member who has been employed the shortest time shall be laid off first.

16.4 Length of Service - The length of service in the District shall be computed by years of service from the date of hire as a regular classified employee, excluding overtime, unpaid illness leave and unpaid industrial accident leave.

16.5 Election to Transfer - In lieu of being laid off, a member of the bargaining unit, if qualified, may elect to transfer to another classification in the same salary range or demote to any classification with a lower salary range in which there is an opening, with the approval of the Superintendent.

16.6 Eligibility for Reemployment

16.6.1 Vacancies in Same Classification - Members of the bargaining unit laid off because of lack of work or lack of funds are eligible to reemployment for vacant positions in the same classification for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. A member of the bargaining unit on a reemployment list may decline three (3) offers of reemployment in the former class. After the third refusal no additional offers need to be made and the employee shall be considered unavailable until the employee indicates otherwise in writing.
Laid off members rehired within 39 months shall be fully restored to their classification with all rights to permanent status. Benefits and service credit shall not accrue during the period of layoff.

**16.6.2 Vacancies in Other Classifications** – Members of the bargaining unit laid off will have the right to apply and establish their qualification for vacant positions in other classifications within the District during the thirty-nine (39) month period. Qualified members of the bargaining unit shall be reemployed in the vacancy in preference to all outside applicants; however, if two or more qualified members of the bargaining unit on a reemployment list apply for the same vacancy, recommendation for employment shall be based on qualifications and not on seniority or rank order on the 39 month rehire list. Benefits and service credit shall not accrue during the period of layoff.

**16.6.3 Right to Apply for Promotional Position** – In addition, members of the bargaining unit shall have the right to apply for promotional positions, within the filing period specified on the notice of vacancy, for a period of thirty-nine (39) months following the layoff.

**16.6.4 Reemployment in a Different Classification** – When a member of the bargaining unit is reemployed in a class that is different from the one in which the member of the bargaining unit had permanent status, the member of the bargaining unit shall be required to serve the probationary period for the new position.

**16.7 Rights of Reclassification After taking Voluntary Demotion or Reduction in Time** - Members of the bargaining unit, who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions 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 twenty-four (24) months, provided that the same tests of fitness under which they originally qualified for appointment to the class shall still apply.
Members of the bargaining unit who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but they shall be ranked on a reemployment list in accordance with their proper seniority.

16.8 Bumping Privileges - A member of the bargaining unit laid off from his/her present classification may bump into the next lower classification in which the member has greatest seniority considering his/her length of service in the lower class and any higher classes.

A member who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

16.9 Equal Length of Service - If two (2) or more classified employees subject to layoff have equal length of service, the determination as to who shall be laid off shall be made by lot.

16.10 Application of This Article - The provisions of this article apply only to permanent members of the bargaining unit.

16.11 Recognition of District's Right to Layoff - The parties recognize the District's right to layoff members of the bargaining unit for lack of work or funds, and the parties recognize the bargaining unit has no right to negotiate regarding the decision of the District to engage in a layoff or a reduction in force. The parties further recognize any issues related to any such layoff are not subject to the provisions of Article XII, Grievance Procedure.

16.12 Recognition of Associations’ Right to Negotiate Effects of Layoff – The parties recognize the bargaining unit’s right to negotiate the effects of any layoff, as well as the effects of any agreed to reductions in force.