

- A. A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary member of the bargaining unit, who is also a member of the classified service, because of insufficient funds, reduced work load, combination or elimination of jobs, or when reemployment rights of another employee cause such an action.
- B. Layoffs shall be made in reverse order of seniority in the job classification in which the layoff occurs.
1. The employee employed the shortest time in the class plus higher classes shall be laid off first.
  2. Seniority is determined by date of hire (first day of rendered service).
- C. The transmittal of a copy of the Board Agenda to the Association shall constitute notice of any proposed layoffs.
1. Within a reasonable time of a written request by the Association, the District will provide the Association with a seniority roster and a list of employees to be laid off.
- D. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire date seniority with the employee hired first being retained and if that is equal, then the determination shall be made by lot.
- E. The District shall notify the affected employees in writing a minimum of sixty (60) days prior to the effective date of their layoff.
1. Such notice shall include general information on reemployment rights or displacement rights, if any.
- F. A permanent employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

ARTICLE 23

EFFECTS OF LAYOFF - Continued

- G. A permanent classified employee who will suffer a layoff for lack of work or funds despite his or her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the employee is qualified to perform the duties thereof, and provided further that the governing board approved the voluntary demotion.
- H. No regular employee shall be laid off from any position while employees serving under limited-term appointment are retained in positions of the same class in the same organizational unit unless the regular employee declines the limited-term position.
- I. Laid off employees are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be employed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, defined or undefined, in this regulation.
- J. Regular employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within a sixty-three (63) month period, except that they shall be ranked in accordance with their hire date seniority on any valid reemployment list.
- K. An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee.
- L. A regular employee shall notify the District of his or her intent to accept or refuse reemployment within ten (10) calendar days following the mailing of the reemployment notice. If the employee accepts reemployment, the employee must report to work within fifteen (15) calendar days following the mailing of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the personnel office in writing within ten (10) calendar days following the mailing of the reemployment notice.
- M. Employees shall be reemployed in the highest rated job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.

- N. Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.
- O. A laid off employee may continue, at employee cost, the health and welfare program for three (3) months after the effective date of the layoff.
- P. Employees to be laid off may use up to one (1) day of leave to be charged to personal necessity leave for the purpose of seeking other employment.
- Q. Any employee who is improperly laid off and is otherwise entitled to employment shall be reemployed immediately upon discovery of the error.
- R. Nothing herein provided shall preclude a layoff for lack of work or lack of funds in the event of an actual and existing financial inability to pay salaries as contemplated in Education Code 45117.
- S. Each party had an unlimited right and opportunity to request and propose, and the above Article on layoff constitutes the entire understanding of the parties. Therefore, the District and the Association each voluntarily and unqualifiedly waives the right to bargain this subject for the life of this Agreement.
- T. On or before September 1 of each school year, the District shall post the current classified employee seniority list at each school site and work site. The District shall also provide the Association President with one copy of the classified employee seniority list.

An employee who believes his/her seniority date is incorrect shall file a written appeal with the Superintendent within 30 calendar days of the posting of the seniority list. The written appeal shall specifically state all reasons forming the basis of the employee's appeal. An employee may file one appeal per school year. An employee that fails to file the written appeal within the above-mentioned time waives his/her right to challenge the seniority list during that current school year.

The Superintendent or his/her designee may schedule a conference with the employee to discuss the appeal. The Superintendent or his/her designee shall send the employee a written response within 30 calendar days after receiving the employee's appeal, unless there is a written agreement to extend the timeline.

ARTICLE 23  
EFFECTS OF LAYOFF - Continued

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In the event the Superintendent or his/her designee determines that there is an error on the seniority list, a copy of the determination shall be placed in the employee's personnel file and the seniority list for the subsequent school year shall be revised accordingly.

ARTICLE 24 SAVINGS PROVISION

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If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 25 EFFECT OF AGREEMENT

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It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.