

## 13. Reduction in Workforce and Recall

This article shall not apply to employees during their initial probationary period.

### 1. Definitions

- a. **Seniority.** Shall mean a classified employee's total length of continuous service, including summer recess periods, since his/her most recent date of hire. Substitute or temporary assignments shall not be ~~considered~~ used when computing seniority except where a temporary assignment immediately preceded selection into a regular assignment, without a break in service. An employee laid off and subsequently recalled shall retain seniority accumulated prior to layoff. Leaves provided in the Agreement or disability leave will not be considered a break in service.
- b. **Job Title.** Means a specific job identified by a title and job description (i.e., bus driver, secretary, etc.)
- c. **Classification Group.** Means a group of job title(s) that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one job within the classification group to another. The listing of jobs within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. Thus, the skills and experiences involved in performing higher ranked job functions, in general, are presumed to be transferable to jobs ranked below them. Incumbents of lower ranked jobs are not presumed to have the skills and/or experiences necessary to perform higher ranked jobs within the classification group. Job titles and classification groups are listed on Addendum A of the Agreement. (Note: A classification group may consist of a single job classification.)
- d. **Rank.** Corresponds to positions which require the same knowledge, abilities and skills and receive the same pay.
- e. **"Layoff"** means a reduction of partial or full hours (as provided in Section Four of this Article) that is not a result of disciplinary action or performance reasons.

2. **Notice of Layoff.** If the District determines the need for a reduction in its classified work force, (excluding temporary reductions as provided in Section 5(i) of this Article), notice of not less than fourteen (14) calendar days prior to the effective date shall be provided to employees to be laid off; however, the District will endeavor to provide as much notice beyond the minimum fourteen (14) calendar days as is possible. A complete listing of the job titles, hire dates and work locations of all bargaining unit members will be made available to the Association upon request.

- a. The District reserves the right to determine positions reduced in force and will review with the Union. When a position is to be reduced, the layoff will occur within the affected job title.
- b. Employee(s) to be laid off within the job title(s) shall be determined by the District on the basis of previous job performance as documented in the employee(s)' personnel file and the operational needs for special occupation skills. However, where the District determines that two or more employees in the affected job title are equal in job performance, and/or skill levels to be utilized in the remaining position, an employee's seniority of service with the District shall prevail. No regular employee will be laid off within a job title(s) until all probationary and temporary employees (as outlined in Article 2) in such job title(s) have been released.

3. **Bumping Rights.** An employee who is given the initial notice of layoff can either accept the layoff or can

use his or her seniority to exercise bumping rights. A request to bump must be made within five (5) days of receipt of the layoff notice. The bumping right can be exercised to assume the position of the least senior employee who holds a job title in the same rank or the next lower rank in the classification group. The bumping right can also be exercised to move into the position of the least senior employee in a position of equal or lower rate of pay previously held by the employee receiving the layoff notice within the past three (3) years, including positions listed in the Specialties grouping, provided that the employee receiving the layoff notice was not removed from the previously held position for poor job performance or for disciplinary reasons.

- a. If there is no less senior employee in next lower job title, then the employee may bump the least senior employee in the next lower job title in descending order within the classification group.
  - b. An employee who is displaced by being bumped under the preceding paragraph may also use his or her seniority in the same manner to bump into the next lower job title in the classification group. However, there will be a limit of three bumps as a result of the elimination of any position, with the final bump resulting in the layoff of the least senior employee in the classification group.
  - c. Employees who are to be laid off may not bump employees with less seniority in higher ranking/higher paid job titles within the classification group, nor may they bump to positions with more scheduled work hours per week than they had held previously. Less than twelve (12) month per year employees may not bump twelve month employees.
  - d. In order to bump, the employee must have the ability, capacity and skill to perform the job and must demonstrate ability to perform all job functions within fifteen (15) working days from the date he or she assumes the job duties. If, after a trial period of fifteen (15) working days, the employee cannot perform the duties of the lower ranked job in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or be laid off. If he or she is laid off, the District will fill the job either by recall of the most senior employee who was laid off from a higher ranked job within the classification group or by recalling the most senior employee who was bumped out of that job title.
  - e. The employee who bumps into a lower ranked job title shall be paid according to the salary schedule for that job title and will be placed at the same incremental step held in his or her previous job title.
  - f. Employees terminated from employment due to a layoff will receive pay for all accrued vacation time and compensatory time on the effective date of termination.
4. **Reduction in Hours.** Within each classification, employees will, for purposes of consideration for reduction, be designated as either “regular full-time” (35 hours per week or more), “regular part-time twenty hours or more per week” or “regular part-time less than twenty hours per week” as follows:
- a. The District shall have the right to reassign employees to different work schedules, work years and/or hours within the above designated categories.
  - b. The District shall not involuntarily assign a “regular full-time employee” to a “regular part-time twenty hours or more per week,” or “regular part-time less than twenty hours per week” position without observing the provisions of this Article.
  - c. The District shall not involuntarily assign a “regular part-time more than twenty hours per week” employee to a “regular part-time less than twenty hours per week” position without observing the provisions of this Article.
  - d. “Regular part-time less than twenty hour” employees have no right to recall following the reduction of their position. “Regular part-time less than twenty hours per week” employees assigned less than one hour per week will be considered to be laid off according to the provisions of this Article.
  - e. The incumbent employee may choose to accept the reduction of hours and resulting reduction of benefit

level and not be placed on the reduction of workforce list.

5. **Recall**

- a. Employees reduced from the workforce shall be placed on a reduction of workforce list of seniority-in the District and may be recalled in reverse order reduction to any job in the classification or lower ranking job in the classification group in which they had previously worked during the three years prior to layoff, as long as they can perform the job duties as determined by the District and provided no other employee with greater seniority in that job title(s) is on layoff and available for work.
- b. The District shall be under no obligation to offer a reduction in workforce “regular part-time twenty hours or more per week employee” or a “regular part-time less than twenty hours per week employee” a “regular full-time position.”
- c. The District shall be under no obligation to offer a reduction in workforce “regular part-time less than twenty hours per week employee” a “regular part-time twenty hours or more per week employee” position.
- d. An employee will not forfeit his/her rights to recall should he/she take a job within the District in a lower classification. Employees who were full-time prior to layoff who accept a part-time position within the District shall remain on the recall list for recall to full-time employment until the end of the eighteen (18) month recall period. However, an employee who refuses recall to a position of equal or greater hours at an equal or greater pay rate will be removed from the recall list and shall have no further rights under this Article.
- e. All benefits to which an employee was entitled to at the time of his/her reduction, including unused accumulated sick leave, will be restored upon his/her return to active employment. The employee shall be placed on the salary step on which he/she was placed prior to the reduction. One step movement shall be granted if the employee had completed one-half (1/2) a full work year or a minimum of 135 days at the time of their reduction provided that other employees in his/her classification within the bargaining unit received step increases during the period of time the employee was on the reduction.
- f. Reduction of workforce status shall automatically terminate eighteen (18) months after the effective day of such reduction. No new hourly employees will be hired into job title(s) from which employees have been reduced for less than eighteen (18) months and who are qualified to perform all aspects of the job.
- g. If a reduction in workforce employee is recalled by the District, the employee has seven calendar days from the mailing of the certified letter (return receipt requested, to the last known address provided to the District by the employee), to accept or reject the position. If the position is accepted, the employee has ten (10) working days to report. If the employee rejects an offer of a position of equal or greater hours at an equal or greater pay rate or fails to report within ten (10) days, it will be considered a voluntary resignation. The District may extend time lines at its discretion to accommodate employees who have found other employment during reduction periods and who must give notice to their other employer.
- h. **Insurance.** Employees on reduction shall be allowed to continue in the District’s group insurance plan for the period allowed pursuant to the Comprehensive Omnibus Reconciliation Act of 1985 (COBRA) provided the employee pays the premium. The insurance coverage may be maintained for the employee’s dependent(s) during the same period if the employee pays the premium.
- i. **Temporary Furlough.** An exception to the reduction provision of this Article shall be allowed in the event of a temporary closure of an entire building or facility due to an emergency. In such instance, the District shall have the right to reduce employees within those facilities without regard to seniority or other contractual considerations. In no event may such temporary furlough exceed a period of fourteen (14) calendar days. If the affected building or facilities must remain closed for a period exceeding fourteen

(14) days, the Association shall meet with the District upon request to determine options available to the District and effected employees.