

## ARTICLE 19

### LAYOFFS

A. Layoff:

A layoff shall be considered an involuntary separation of a Classified Position due to lack of funds and/or lack of work. Reductions in hours are subject to negotiation.

Prior to Superintendent action, CSEA will be notified not less than thirty (30) days in advance and given a reasonable opportunity to discuss the layoff and suggest alternatives.

B. Order of Layoff:

1. Layoffs shall be in reverse order of seniority in the job classification in which the layoff occurs. Seniority will be determined by date of hire by classification.
2. The unit member who has been employed the shortest time in the class plus higher classes shall be laid off first. If two (2) or more unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the basis of County Office hire date seniority with the unit member hired first being retained and if that is equal, then the determination shall be made by lot. When a determination by lot is necessary, California School Employees Association (CSEA) Chapter President or designee shall be present with all affected unit members.

C. Notice of Layoff:

1. The Human Resources Department will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated no less than twenty (20) calendar days before the date notices are sent to unit members.
2. The Human Resources Department shall notify CSEA of unit member(s) affected by the layoff. A list of positions recommended for reduction or elimination will be furnished to CSEA prior to negotiations of the effects of layoff at the time the Superintendent signs the layoff resolution.
3. When a layoff of unit members is anticipated by the administration, the Superintendent or a designee shall meet with CSEA to negotiate the effects of the proposed layoff before the Superintendent takes action on layoff of unit members. Such a meeting shall not delay any proposed layoff.
4. If no alternatives to layoff are available, unit member shall be given notice no later

than March 15<sup>th</sup> that their services will not be required for the ensuing year, informing them of their displacement rights, if any, hearing rights, and reemployment rights.

5. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117.

Notification procedures for a reduction in hours or a demotion as an alternative to layoff are outlined in Education Code 45117. CSEA reserves its right to negotiate the decision of any such proposal by the County.

6. After Superintendent action has been taken on a layoff resolution for a position from a specially funded program, a written notice of layoff shall be given to affected unit members no less than sixty (60) calendar days prior to the effective date of layoff. Such notice shall indicate the layoff effective date and inform the unit member of his/her displacement rights, if any, and reemployment rights. A copy of the notice shall be concurrently delivered electronically to the Chapter President and a hardcopy to the CSEA internal mail box with a list of the affected unit members.
7. Any affected unit member may request an exit interview with the Superintendent to be scheduled during normal working hours.

D. Improper Layoff:

If the Superintendent determines that a unit member has been improperly laid off and would have been otherwise entitled to employment, said unit member shall be reemployed as soon as possible after the error is determined to exist and shall be reimbursed by the County Office for any loss of salary. Additionally, seniority, step placement, vacation, and sick leave hours shall be reinstated as if there were no interruption in service.

E. Displacement (Bumping) Rights:

1. A unit member who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump the least senior unit member in that classification. Where the unit member is eligible to bump into more than one classification, the unit member shall bump into the equal classification. If there are two classifications which the unit member is eligible to bump into, it shall be the one which realizes the least negative affect to the unit member.
2. Seniority, for the purpose of determining bumping rights, shall be determined by date

of hire of the unit member in each job classification.

3. A permanent or probationary unit member who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the unit member is qualified to perform the duties thereof and provided further that the Superintendent approves such reassignment. Such unit member shall maintain his/her re-employment rights as defined in this Article.
4. No regular unit member shall be laid off from any position while an employee not in the unit is serving in a position in the same classification for a scheduled leave with at least six (6) more months duration as of the effective date of layoff, unless the regular unit member declines such assignment.

F. Benefits During Layoff:

Classroom related staff who are laid off (with the exemption of school secretaries) at the end of the school year, the benefits currently being paid by the County Office will continue until August 31, at the option of the unit member. Thereafter, a unit member has COBRA rights to continue health benefits. All other unit members health benefits will terminate at the end of the month of termination.

G. Reemployment Rights:

1. Laid off unit members are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.
  - a. The unit member's reemployment shall take preference over new applicants.
  - b. The unit member shall have the right to participate in promotional examinations within the county during the period of 39 months.
  - c. If the unit member is reemployed in a new position and fails to complete the probationary period in the new position, the unit member shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.
2. Laid off unit members who, at the time of layoff, took voluntary demotions or

- voluntary reductions in assigned time shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such unit members shall be ranked in accordance with his/her seniority on the reemployment list(s).
3. A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the Human Resources Department of opening(s) for which he/she is eligible. The notice may be made by contacting the unit member in person, by email and/or the telephone number of the unit member on record with the Human Resources Department. If SCSOS cannot make contact by e-mail or phone then SCSOS shall give notice by certified mail to the last address of the unit member on record. Unit members may check relevant job postings with SCSOS.
  4. If the position is refused, the Human Resources Department will confirm such refusal by letter to the unit member.
  5. Within eight (8) calendar days of mailing the notice or within eight (8) calendar days of telephone, email or personal contact, the unit member must accept the offer of reemployment.
  6. The Human Resources Department may simultaneously send out notice of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived.
  7. An acceptance by such unit member of an assignment to a classification lower than the classification from which the unit member was laid off or to the same classification but with fewer hours shall not affect the unit member's original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours. A unit member given an offer of reemployment in a lower classification does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the unit member notifies the Superintendent of his/her refusal of reemployment within ten (10) calendar days from receipt of the reemployment offer.
  8. If the unit member accepts reemployment, the unit member must report to work within five (5) work days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the Superintendent approves

a later reporting date.

H. Seniority on Reemployment:

1. Seniority earned to and including the effective date of layoff shall be reinstated to the unit member who is subsequently reemployed by the Superintendent from the reemployment list. Step placement on various ranges of the salary schedule shall be comparable to that obtained on the layoff date except for unit members accepting reemployment as a special project employee. Special project employees' salaries are determined in the project.
2. Reemployment shall be according to seniority with full restoration of sick leave, seniority, vacation, salary placement accrued at the time of layoff, and health and welfare benefits currently in effect for unit member(s) at the time of reemployment.

I. Sick Leave Hours:

Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.