

TENTATIVE AGREEMENT

BETWEEN THE COAST COMMUNITY COLLEGE DISTRICT
AND THE COAST FEDERATION OF CLASSIFIED PROFESSIONALS, LOCAL 4794

June 8, 2022

This Tentative Agreement between the Coast Community College District and the Coast Federation of Classified Professionals, Local 4794 (hereinafter referred to as the "Federation") is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement ("Agreement") between the parties.

All language currently in effect as stated in the Agreement between the parties is intended to remain unchanged except as agreed below.

ARTICLE 13. LAYOFF PROCEDURES & REEMPLOYMENT RIGHTS

13.1 General Provisions.

The District may lay off employees for lack of work or lack of funds based on a decision of the Governing Board, which is not subject to the collective bargaining process. The District will notify the Federation of the layoff as much in advance as possible, but no less than 10 calendar days prior to the written notification of a layoff to employees. The Federation retains its right to negotiate the impact of the layoff decision for matters within the scope of collective bargaining. Should layoffs be required, the District shall preserve the rights of the affected employees pursuant to law and this Agreement.

Notification to employees affected by layoff shall be provided in accordance with the requirements of Education Code Section 88017

13.2 Definitions.

A. Layoff. Layoff is the cessation of an employee's regular classified assignment due to lack of work or lack of funds Pursuant to Education Code Section 88001(g), this includes any reduction in hours of employment or assignment to a

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ARTICLE 13. LAYOFF PROCEDURES & REEMPLOYMENT RIGHTS

13.1 General Provisions.

The District may lay off employees for lack of work or lack of funds based on a decision of the Governing Board, which is not subject to the collective bargaining process. The District will notify the Federation of the layoff as much in advance as possible, but no less than ~~ten (10)~~ calendar days prior to the written notification of a layoff to employees. The Federation retains its right to negotiate the impact of the layoff decision for matters within the scope of collective bargaining. Should layoffs be required, the District shall ~~in every way possible~~ preserve the rights of the ~~individual~~ **affected** employees **pursuant to law and this Agreement**.

Notification to employees affected by layoff shall be **provided in accordance with the requirements of Education Code Section 88017**, ~~no less than forty five (45) calendar days prior to the effective date of the layoff and shall be informed of their reemployment rights and displacement rights, if any. In the event of a fiscal catastrophe or disaster resulting in the closure of a College or the District, notice of layoff may be reduced as allowable pursuant to Education Code Section 88017(d).~~

13.2 Definitions.

A. Layoff. Layoff is the cessation of an employee's regular classified assignment due to lack of work or lack of funds ~~(per Education Code Section 88001).~~ **Pursuant to Education Code Section 88001(g),** ~~this may include~~ any reduction in hours of employment or assignment to a

class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

B. Bumping. Bumping is based on seniority (See Article 13.2.G), is the displacement of a less senior employee by a more senior employee, and is determined by length of service within the current and/or prior classification.

C. Classification. For the purposes of Article 13, “classification” is a term that defines those positions in the classified service according to a designated title, a specific set of duties (job description/specification), a salary range, and a regular minimum number of hours per day, days per week, and months per year.

D. Lateral/Equal Classification. Any position that holds the same salary range on the current salary schedule.

E. Lower Classification. A position in a lower salary range on the current salary schedule.

F. Higher Classification. A position in a higher salary range on the current salary schedule.

G. Seniority. Employees shall accrue seniority for hours spent in paid service, exclusive of overtime, in a given classification. Seniority shall be determined by the length of service within a current and/or prior classification.

1. Movement from General Funded Position to Categorical, Grant, or Specially Funded Position. Permanent employees who transition from a general funded position to a categorical, grant, or specially funded position retain rights to return to classifications previously held, based on seniority.
2. When the District acts to reorganize and two or more classifications are merged or titles are changed and the previous classification is abolished, the seniority of regular reclassified employees will be computed from the date of earliest entrance into the abolished classification(s). When a portion of the classified employee’s position(s) within the classification is reclassified, seniority in the new classification begins at the time of employment in the new classification.
3. Seniority shall terminate when an employee retires or resigns and does not return to work within 39 months or discharged for cause.

H. Length of Service. Total hours of service in paid status, excluding overtime, in any classification in which the employee has worked. Hours in paid status shall not be interpreted to mean service performed prior to entering a probationary or permanent position as a classified employee of the District.

class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

B. Bumping. Bumping is based on seniority (See Article 13.2.G), ~~and~~ is the displacement of a less senior employee by a more senior employee, and is determined by length of service within the current and/or prior classification.

C. Classification. For the purposes of Article 13, “classification” is a term that defines those positions in the classified service according to a designated title, a specific set of duties (job description/specification), a salary range, and a regular minimum number of hours per day, days per week, and months per year.

D. Lateral/Equal Classification. Any position that holds the same salary range on the current salary schedule.

E. Lower Classification. A position in a lower salary range on the current salary schedule.

F. Higher Classification. A position in a higher salary range on the current salary schedule.

G. Seniority. Employees shall accrue seniority for hours spent in ~~a~~ paid service, exclusive of overtime, in a given classification. Seniority shall be determined by the length of service within a current and/or prior classification.

1. Movement from General Funded Position to Categorical, ~~or~~ Grant, or Specially Funded Position. Permanent employees who transition from a general funded position to a categorical, ~~or~~ grant, or specially funded ~~(i.e., soft money)~~ position retain rights to return to classifications previously held, based on seniority.
2. When the District acts to reorganize and two ~~(2)~~ or more classifications are merged or titles are changed and the previous classification is abolished, the seniority of regular reclassified employees will be computed from the date of earliest entrance into the abolished classification(s). When a portion of the classified employee’s position(s) within the classification is reclassified, seniority in the new classification begins at the time of employment in the new classification.
3. Seniority shall terminate when an employee retires or resigns and does not return to work within ~~thirty nine (39)~~ months or is discharged for cause.

H. Length of Service. Total hours of service in paid status, excluding overtime, in any classification in which the employee has worked. Hours in paid status shall not be interpreted to mean service performed prior to entering a probationary or permanent position as a classified employee of the District.

I. Regular Employee. An employee who has probationary or permanent status.

J. Permanent Employee. An employee who has passed the required probationary period for their classification.

K. Reemployment. Reemployment is a provision whereby an employee who has been laid off or has, in lieu of layoff, voluntarily accepted a demotion or reduction in hours, has preferential rights to employment in a vacant position or in classification(s) previously held, based on seniority.

L. Short-Term Employee. A person who is employed to perform a service for the District whose assignment shall not extend beyond 160 days in a fiscal year, as specified in Article 7.2.E.

M. Y-Rated. Maintenance of a classified employee's current salary when the employee moves, in lieu of layoff, to a different classification with a lower salary range. The original salary does not increase until the salary in the lower classification catches up to the employee's original salary.

13.3. Order of Layoff.

When an employee is laid off, the order of layoff within the classification shall be determined by seniority. The employee with the least number of hours in paid status, within the current classification and higher classes in which the employee has worked, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Pursuant to Education Code Section 88017(c)(1), a classified employee may not be laid off if a short-term/ employee is retained in the classification to render a service that the classified employee is qualified to render. This citation does not create a layoff notice requirement for any individual hired as a short-term employee.

Any contracting out of laid off services must comply with Education Code 88003.1.

13.4 Written Notice of Layoff.

The District will notify an employee of a potential layoff as soon as possible. Such notice shall specify the reason(s) for layoff and identify the employee by name, classification, and work location.

I. Regular Employee. An employee who has probationary or permanent status.

J. Permanent Employee. An employee who has passed the required probationary period for ~~his/her~~ their classification.

K. Reemployment. Reemployment is a provision whereby an employee who has been laid off or has, in lieu of layoff, voluntarily accepted a demotion or reduction in hours, has preferential rights to employment in a vacant position or in classification(s) previously held, based on seniority.

L. Short-Term Employee. A person who is employed to perform a service for the District whose assignment shall not extend beyond ~~one hundred sixty~~ (160) days in a fiscal year, as specified in Article 7.2.E.

M. Y-Rated. Maintenance of a classified employee's current salary when the employee moves, in lieu of layoff, to a different classification with a lower salary range. The original salary does not increase until the salary in the lower classification catches up to the employee's original salary.

13.3. Order of Layoff.

When an ~~an classified~~ employee is laid off, the order of layoff within the classification shall be determined by seniority. The ~~classified~~ employee with the least number of hours in paid status, within the current classification and higher classes in which the employee has worked, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Pursuant to Education Code Section 88017(c)(1), A ~~a~~ classified employee may not be laid off if a short-term/ employee is retained in the classification to render a service that the classified employee is qualified to render (~~per Education Code Section 88017~~). This citation does not create a ~~forty-five (45) calendar day~~ layoff notice requirement for any individual hired as a short-term employee.

Any contracting out of laid off services must comply with Education Code 88003.1.

13.4 Written Notice of Layoff.

The District will notify an employee of a potential layoff as soon as possible, ~~but not less than forty-five (45) calendar days prior to the effective date of layoff (except as noted in Article 13.1); the District shall provide written notice to the employee, informing her/him of reemployment rights, displacement rights, if any, and the right to collect unemployment benefits.~~ Such notice shall specify the reason(s) for layoff and identify the employee by name, classification, and work location.

Pursuant to Education Code Section 88017(a)(1), written notice shall be provided to the employee by the Vice Chancellor of Human Resources which states the reasons for layoff as well as the provisions of Education Code Section 88017 no later than March 15, and before an employee is given notice by the District's Board of Trustees, that their services will not be required for the ensuing year.

Pursuant to Education Code Section 88017(b), the layoff notice shall inform the employee that the employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year and provide a date by which the employee must submit the request, which will not be less than seven days after receiving the notification. A request for a hearing shall be in writing and shall be delivered to the Vice Chancellor of Human Resources. If an employee fails to request a hearing on or before the date specified, that shall constitute waiver of the employee's right to a hearing.

A. An employee who is on duty shall be notified by an in-person delivery of a written notice of layoff. Reasonable effort will be made to meet privately and discreetly with the employee. The employee will be asked to sign an acknowledgement of receipt of the written notice of layoff. The notice period will begin on the date that the employee is notified, via in-person service, whether or not the employee verifies receipt of the written notice of layoff.

B. Employees who are on a leave of absence, vacation, industrial accident leave, sick leave, or otherwise unavailable in person for delivery, shall be notified of layoff by certified and US mail.

1. The layoff notice date shall be the next succeeding calendar day following the date of mailing of the notice.
2. The notice of layoff shall be sent to the most recent address on file with Human Resources. It shall be the responsibility of the employee to keep the Office of Human Resources informed on how and where the employee may be contacted.
3. Should the certified letter be returned after attempted delivery has been made, it shall be deemed that the employee has been notified of layoff and the layoff shall be effective as of the date specified in the notice.

C. **Specially-Funded Programs.** Employees assigned to Specially-Funded Programs shall be kept informed of the status of funding for the program and made aware of risks to the loss of funding or the expiration of the program as such risks become known. Pursuant to Education Code Section 88017(k), when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

Pursuant to Education Code Section 88017(a)(1), written notice shall be provided to the employee by the Vice Chancellor of Human Resources which states the reasons for layoff as well as the provisions of Education Code Section 88017 no later than March 15, and before an employee is given notice by the District's Board of Trustees, that their services will not be required for the ensuing year.

Pursuant to Education Code Section 88017(b), the layoff notice shall inform the employee that the employee may request a hearing to determine if there is cause for not reemploying the classified employee for the ensuing year and provide a date by which the employee must submit the request, which will not be less than seven days after receiving the notification. A request for a hearing shall be in writing and shall be delivered to the Vice Chancellor of Human Resources. If an employee fails to request a hearing on or before the date specified, that shall constitute waiver of the employee's right to a hearing.

A. An employee who is on duty shall be notified by an in-person delivery of a written notice of layoff. ~~Every~~ Reasonable effort will be made to meet privately and discreetly with the employee. The employee will be asked to sign an acknowledgement of receipt of the written notice of layoff. The ~~forty-five (45) calendar day~~ notice period will begin on the date that the employee is notified, via in-person service, whether or not the employee verifies receipt of the written notice of layoff.

B. Employees who are on a leave of absence, vacation, industrial accident leave, sick leave, or otherwise unavailable in person for delivery, shall be notified of layoff by certified and US mail.

1. The ~~first day of the forty-five (45) calendar day~~ layoff notice date period shall be the next succeeding calendar day following the date of mailing of the notice.
2. The notice of layoff shall be sent to the most recent address on file with ~~the Office of Human Resources~~. It shall be the responsibility of the employee to keep the Office of Human Resources informed on how and where the employee may be contacted.
3. Should the certified letter be returned after attempted delivery has been made, it shall be deemed that the employee has been notified of layoff and the layoff shall be effective as of the date specified in the notice ~~end of the specified forty-five (45) calendar day period~~.

C. **Specially-Funded Programs.** Employees assigned to Specially-Funded Programs shall be kept informed of the status of funding for the program and made aware of risks to the loss of funding or the expiration of the program as such risks become known. Pursuant to Education Code Section 88017(k), when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

13.5 Employee Options After Receipt of Written Notice.

An employee whose position is being eliminated, whose schedule is being reduced, or who is being displaced, may elect layoff or may elect to become a candidate for possible reassignment to another position as described in Sections 13.6 through 13.10. The District and noticed employee(s) must adhere to the following timeline:

A. Within five working days following written receipt of notice of the elimination of a position, reduction of schedule, or displacement, the employee shall notify the Office of Human Resources of their preference of layoff or reassignment. The day of notice is not counted as one of the five days. Employees who have been notified and are on duty shall respond in writing to the District Office of Human Resources before 5:00 p.m. of the fifth working day. -

B. Employees who are on a leave of absence, vacation, industrial accident leave, or sick leave shall have 15 calendar days from the date of notice, or until 5:00 p.m. on the day of return to duty, whichever is sooner, to inform the District Office of Human Resources of this decision.

C. If notice of preference is not received from the employee under Section 13.5.A or B, as applicable, then the action to layoff will proceed.

13.6 Order of Layoff Options.

A. Employee Displacement (Bumping).

1. When an employee's position is eliminated or the employee is displaced, the employee identified for layoff has the right to bump only into a classification currently or previously held.
2. The employee will first bump into the current classification and then into other classifications previously held. This bumping pattern may force the less senior employee into the next lower classification previously held.

~~Employees in specially funded positions under Section 88017(a) of the Education Code must be notified on or before April 29 if funds will run out by June 30. Notification to the Federation shall be made concurrently. However, if the termination of the specially funded program is other than June 30, notice must be given not less than forty five (45) 60 calendar days prior to the effective date of layoff.~~

~~The District is excused from providing forty five (45) calendar days notice when a layoff for lack of funds is caused by an actual and existing financial inability to pay the salaries of classified employees or a layoff for lack of work is the result of an event or causes that the governing board could not foresee or prevent (per Education Code Section 88017(d)(1-2)).~~

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An employee whose position is being eliminated, whose schedule is being reduced, or who is being displaced, may elect layoff or may elect to become a candidate for possible reassignment to another position as described in ~~Article~~ Sections 13.6 through 13.10. The District and noticed employee(s) must adhere to the following timeline:

A. Within five (~~5~~) working days following written receipt of notice of the elimination of a position, reduction of schedule, or displacement, the employee shall notify the Office of Human Resources of ~~her/his~~ their preference of layoff or reassignment. The day of notice is not counted as one of the five (~~5~~) days. Employees who have been notified and are on duty shall respond in writing to the District Office of Human Resources before 5:00 p.m. of the fifth (~~5th~~) working day.

B. Employees who are on a leave of absence, vacation, industrial accident leave, or sick leave shall have ~~fifteen~~ (15) calendar days from the date of notice, or until 5:00 p.m. on the day of return to duty, whichever is sooner, to inform the District Office of Human Resources of this decision.

C. If notice of preference is not received from the employee under Section 13.5.A or B, as applicable, then the action to layoff will proceed.

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1. When an employee's position is eliminated or the employee is displaced, the employee identified for layoff has the right to bump only into a classification currently or previously held.
2. The employee will first bump into the current classification and then into other classifications previously held. This bumping pattern may force the less senior employee into the next lower classification previously held.

3. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s), including hours worked while in a probationary status.
4. In the event that an affected classification requires state mandated licensure or certification, the employee with seniority will be required to meet the state requirements within state mandated time periods.
5. The District shall maintain a seniority roster for all regular classified employees. A copy of the updated roster shall be sent to the Federation in October of each year.

B. Reassignment to Another Position. When an employee is being reassigned in lieu of layoff, the following sequence shall apply:

1. **Current Classification** – A position in the employee’s current classification;
2. **Lateral/Equal Classification** – A position in a lateral classification previously held;
3. **Higher Classification** – a position in a higher classification previously held in which there is verification that the employee was not demoted for cause; or
4. **Lower Classification** – A position in a lower classification previously held.
 - a. Should employee(s) in the position(s) first described above have more seniority than the candidate for reassignment, that candidate shall be reassigned to position(s) described consecutively in this Section. Should all employees in positions described in this Section have more seniority than the candidate for reassignment, that candidate would be laid off except as provided in Article 13.6.C.
 - b. Employees reassigned under this Section will be placed in positions as defined in Section 13.6.B, whose incumbents have least seniority, in the following order:
 - (1) Same proportion of full- or part-time (hours per day) and same proportion of contract months per year;
 - (2) Same proportion of full- or part-time (hours per day) but fewer contract months per year;
 - (3) Same proportion of full- or part-time (hours per day) but more contract months per year;
 - (4) Different proportion of full- or part-time hours and same contract months;

3. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s), including hours worked while in a probationary status.
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 - b. Employees reassigned under this Section will be placed in positions as defined in ~~Article Section~~ 13.6.B ~~above~~, whose incumbents have least seniority, in the following order:
 - (1) Same proportion of full- or part-time (hours per day) and same proportion of contract months per year;
 - (2) Same proportion of full- or part-time (hours per day) but fewer contract months per year;
 - (3) Same proportion of full- or part-time (hours per day) but more contract months per year;
 - (4) Different proportion of full- or part-time hours and same contract months;

- (a) Fewer hours per day to a minimum of 50% assignment; -
- (b) More hours per day to a maximum of a 100% assignment. -

- (5) Different proportion of full- or part-time hours and different proportion of contract months. Consideration of hours is to be handled as in preceding Section 13.6.B.4.b.

- (a) Fewer contract months;
- (b) More contract months.

- c. An employee accepting a reassignment in lieu of layoff to a position in which permanency was previously held shall not serve a new probationary period.

- d. **Salary Placement.** An employee who accepts a reassignment to a lower classification in lieu of layoff shall be Y-rated.

C. Assignment to a Vacant Position. An employee who is qualified may be assigned by the District to a vacant position if the employee is unable to exercise any rights under Section 13.6 of this Article. The following conditions shall prevail:

1. The District shall determine which positions are vacant;
2. The District shall determine if the employee's qualifications are compatible with the minimum qualifications for the vacant position to be assigned in lieu of layoff;
3. An employee assigned to a vacant position, not previously held, shall serve a new probationary period;
 - a. If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the 39 month recall right to the former classification.
 - b. An employee who is separated from a newly assigned position during the probationary period returns to layoff status. The time served in the probationary period will be subtracted from the 39 months to which the employee was originally entitled.
4. If a vacant position exists that is funded and open for recruitment as determined by the District, an assignment to that vacant position will be offered at the time of layoff notice. An employee accepting such a position will

- (a) Fewer hours per day to a minimum of ~~fifty percent (50%)~~ assignment;
- (b) More hours per day to a maximum of a ~~one hundred percent (100%)~~ assignment.

- (5) Different proportion of full- or part-time hours and different proportion of contract months. Consideration of hours is to be handled as in preceding ~~Article~~ **Section** 13.6.B.4.b.

- (a) Fewer contract months;
- (b) More contract months.

- c. An employee accepting a reassignment in lieu of layoff to a position in which ~~she/he previously held~~ permanency **was previously held** shall not serve a new probationary period.

- d. **Salary Placement.** An employee who accepts a reassignment to a lower classification in lieu of layoff shall be Y-rated.

C. Assignment to a Vacant Position. An employee who is qualified may be assigned by the District to a vacant position if the employee is unable to exercise any rights under ~~Article~~ **Section** 13.6 of this Article. The following conditions shall prevail:

1. The District shall determine which positions are vacant;
2. The District shall determine if the employee's qualifications are compatible with the minimum qualifications for the vacant position to be assigned in lieu of layoff;
3. An employee assigned to a vacant position, not previously held, shall serve a new ~~six (6) month~~ probationary period;
 - a. If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the ~~thirty-nine (39)~~ month recall right to the former classification.
 - b. An employee who is separated from a newly assigned position during the probationary period returns to layoff status. The time served in the probationary period will be subtracted from the ~~thirty-nine (39)~~ months to which the employee was originally entitled.
4. If a vacant position exists that is funded and open for recruitment as determined by the District, an assignment to that vacant position will be offered at the time of layoff notice. An employee **accepting such a position still** will ~~still be considered~~

retain recall rights, pursuant to Section 13.7.A.

5. No grievance may be filed based on an alleged violation, misinterpretation, or misapplication of Article Section 13.6.C.

D. Voluntary Reduction in Hours. Employees who take voluntary reductions in assigned time in lieu of layoff shall be recalled to positions in their class with increased assigned time in order of seniority. Such employees who take voluntary reductions shall have an additional 24 months available for recall to positions in their classification in addition to the 39 month period as specified in Section 13.7.A.1.

E. Retirement in lieu of Layoff.

1. Regular employees with at least five years of service credit under the Public Employees' Retirement System who are 50 years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit an application for retirement to the Public Employees' Retirement System. Notification in writing shall also be forwarded through the supervisor to the Office of Human Resources.
2. **Reinstatement from Retirement.** Any person subject to layoff for lack of work or lack of funds electing service retirement shall be placed on an appropriate 39 month reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently offered reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

13.7 Layoff and Reemployment Rights.

A. Recall Rights.

Subject to the availability of a vacant position for which the employee is qualified, the laid off employee has the right to reemployment.

1. An employee laid off because of lack of work or lack of funds is eligible for reemployment for a period of 39 months. These employees shall be ranked in seniority order and reemployed in preference to new applicants, without further qualifying examination, as a regular employee in an equal, higher or lower classification in which they hold seniority. Individuals on the 39-month

~~for retain the~~ recall rights, ~~under sub~~ pursuant to Section 13.7.A.

5. No grievance may be filed based on an alleged violation, misinterpretation, or misapplication of Article Section 13.6.C.

D. Voluntary Reduction in Hours. Employees who take voluntary reductions in assigned time in lieu of layoff shall be recalled to positions in their class with increased assigned time in order of seniority. Such employees who take voluntary reductions shall have an additional ~~twenty-four~~ (24) months available for recall to positions in their classification in addition to the ~~thirty-nine~~ (39) month period ~~covered in~~ as specified in Section 13.7.A.1.

E. Retirement in lieu of Layoff.

1. Regular employees with at least five ~~(5)~~ years of service credit under the Public Employees' Retirement System who are ~~fifty~~ (50) years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit an application for retirement to the Public Employees' Retirement System. Notification in writing shall also be forwarded through the supervisor to the Office of Human Resources.
2. **Reinstatement from Retirement.** Any person subject to layoff for lack of work or lack of funds electing service retirement shall be placed on an appropriate ~~thirty-nine~~ (39) month reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently offered reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

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A. Recall Rights.

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1. ~~An classified~~ employee laid off because of lack of work or lack of funds is eligible for reemployment for a period of ~~thirty-nine~~ (39) months. These employees shall be ranked in seniority order and reemployed in preference to new applicants, without further qualifying examination, as a regular employee in an equal, higher or lower classification in which they hold seniority. Individuals on the 39-month

reemployment list due to layoff for lack of work or lack of funds shall be considered to have an employment relationship with the District and shall be eligible to apply for available posted positions.

2. If an employee is laid off as a result of a general cutback or reduction in force, the employee has the right to be recalled to any vacant position for which they are qualified. Qualification standards, such as licenses and job specifications for any position, shall be determined by the District and qualification standards shall be applied with equity. An arbitrator may not set aside the decision of the District as to a particular qualification standard in any particular case, so long as the standard is reasonably related to the job requirements and it was not used in bad faith to discriminate against the grievant.

B. Reemployment Offer. An employee shall be offered reemployment in the same sequence as specified in Section 13.6.B.

C. Recall Procedure – Layoff.

1. The District Office of Human Resources shall notify an employee in a layoff status of an offer to return to work using certified mail. Certified letters will be forwarded to the last address provided to the District by the employee. It shall be the responsibility of the employee to keep the District informed of their latest mailing address.

The employee shall have up to 10 working days from the postmarked date of the notice to accept or decline the position being offered. Failure to reply ~~-10-~~working days will be considered a refusal.

2. Employee options for accepting or refusing reemployment offers:
 - a. Same classification and hours. If the employee is offered a position with the same title that they previously held (or the equivalent title if the former title no longer exists), reemployment with the same number of hours, the employee has the option to accept the offer or reject it, but after refusing two such offers, the employee shall have relinquished all reemployment rights.
 - b. **Different classification and/or fewer hours.** If the employee is offered reemployment in a lower classification or with fewer hours or both, the employee may accept or refuse the offer. If the employee accepts such an offer, the employee will remain on the 39-month reemployment list, until the full 39-months have passed, in the event a position in the previously held classification and/or number of hours becomes available.

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2. If an employee is laid off as a result of a general cutback or reduction in force, ~~she/he~~ **the employee** has the right to be recalled to any vacant position for which ~~they are~~ **they are** ~~she/he is~~ qualified. Qualification standards, such as licenses and job specifications for any position, shall be determined by the District and qualification standards shall be applied with equity. An arbitrator may not set aside the decision of the District as to a particular qualification standard in any particular case, so long as the standard is reasonably related to the job requirements and it was not used in bad faith to discriminate against the grievant.

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The employee shall have up to ~~ten-(10)-~~working days from the postmarked date of the notice to accept or decline the position being offered. Failure to reply ~~within ten~~ **(10)** working days will be considered a refusal.

2. Employee options for accepting or refusing reemployment offers:
 - a. **Same classification and hours.** If the employee is offered **a position with the same title that they previously held title to title** (or the equivalent **title** if **the former** title no longer exists), reemployment with the same number of hours, ~~he/she~~ **the employee** has the option to accept the offer or reject it, but after refusing two ~~(2)~~ such offers, the employee shall have relinquished all reemployment rights.
 - b. **Different classification and/or fewer hours.** If the employee is offered reemployment in a lower classification or with fewer hours or both, the employee may accept or refuse the offer. If the employee accepts such an offer, ~~she/he~~ **the employee** will remain on the 39-month **reemployment** list, until the ~~period has full 39-months have exhausted passed~~, in the event a position in the previously held classification and/or number of hours becomes available.

c. **Relinquishment of reemployment rights.** If the employee has rejected two offers under Section 13.7.C.2.a, or three offers under Section 13.7.C.2.b, or one offer under Section 13.7.C.2.a plus two offers under Section 13.7.C.2.b, the employee shall have relinquished all reemployment rights with the District.

3. If the employee in a layoff status accepts the position being offered, the employee shall have up to 10 working days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than 10 working days. Should the employee fail to report back to work within 10 working days, all reemployment rights are relinquished.

4. Should compliance with the 10 working days requirement be precluded by circumstances beyond the control of the employee, a reasonable extension of time may be granted by mutual agreement between the District and the Federation.

13.8 Maintenance of Benefits after Layoff.

A. Maintenance of Benefits – Layoff. Employees who have one or more years of continuous service with the District in a regular classified position and who are laid off shall have medical, dental, vision, and life insurance benefits (see Article 20) continued at District expense at the rate of one month for each continuous year of service up to a total of six months. The aforementioned benefits will be continued at the same level as those provided to active employees.

B. Maintenance of Benefits – Reduced Assignment. Employees who have one or more years of continuous service with the District, who accept reduction in assigned time that affects benefits, shall continue to participate in the same program of medical, dental, vision, and life insurance benefits provided for active employees (see Article 20), at the rate of their full-time equivalence (FTE) for 11 months following the month in which the reduction occurs.

C. Maintenance of Benefits – Employee Option. Employees who are eligible for, and participating in, the District-sponsored insurance program at the time they are laid off, or at the time District paid benefits cease in accordance with Section 13.8.A and Section 13.8.B, have the option of retaining the insurance benefits at their own expense as long as they remain on the recall list and do not accept employment with another employer who provides such benefits.

D. Recall – Restoration of Benefits (Industrial Accident Leave, Longevity, Step Increments, Sick Leave and Vacation). Employees recalled within 39 months shall have insurance benefits, as provided by the District, effective the first day of the month following

c. **Relinquishment of reemployment rights.** If the employee has rejected two (~~2~~) offers under Section 13.7.C.2.a, or three (~~3~~) offers under Section 13.7.C.2.b, or one (~~1~~) offer under Section 13.7.C.2.a plus two (~~2~~) offers under Section 13.7.C.2.b, the employee shall have relinquished all reemployment rights with the District.

3. If the employee in a layoff status accepts the position being offered, the employee shall have up to ~~ten~~(10) working days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than ~~ten~~(10) working days. Should the employee fail to report back to work within ~~ten~~(10) working days, all reemployment rights are relinquished.

4. Should compliance with the ~~ten~~(10) working days requirement be precluded by circumstances beyond the control of the employee, a reasonable extension of time may be granted by mutual agreement between the District and the Federation.

13.8 Maintenance of Benefits after Layoff.

A. Maintenance of Benefits – Layoff. Employees who have one (~~1~~) or more years of continuous service with the District in a regular classified position and who are laid off shall have medical, dental, vision, and life insurance benefits (see Article 20) continued at District expense at the rate of one (~~1~~) month for each continuous year of service up to a total of six (~~6~~) months. The aforementioned benefits will be continued at the same level as in force prior as those provided to active employees. ~~to the layoff.~~

B. Maintenance of Benefits – Reduced Assignment. ~~Classified as~~ Employees who have one (~~1~~) or more years of continuous service with the District, who accept reduction in assigned time that affects benefits, shall continue to participate in the same program of medical, dental, vision, and life insurance benefits in force provided for active employees (see Article 20), at the rate of their full-time equivalence (FTE) for ~~eleven~~(11) months following the month in which the reduction occurs.

C. Maintenance of Benefits – Employee Option. Employees who are eligible for, and participating in, the District-sponsored insurance program at the time they are laid off, or at the time District paid benefits cease in accordance with ~~Article~~ Section 13.8.A and ~~Article~~ Section 13.8.B, ~~above~~, have the option of retaining the insurance benefits at their own expense as long as they remain on the recall list and do not accept employment with another employer who provides such benefits.

D. Recall – Restoration of Benefits (Industrial Accident Leave, Longevity, Step Increments, Sick Leave and Vacation). Employees recalled within ~~thirty-nine~~(39) months shall have insurance benefits, as provided by the District, effective the first day of the month following

the first day of reemployment. All other rights shall be restored.

13.9. Exhaustion of Leave and Reemployment Rights.

A. When an employee has been placed on the 39-month reemployment list due to exhaustion of leave, (see Article 17), the employee's reemployment, after providing a medical release to return to work, shall take preference over all other applicants, except for those laid off for lack of work or lack of funds. In these instances, the employee on the 39-month reemployment list due to exhaustion of leave shall be ranked among any other individuals who have been laid off for lack of work or lack of funds, according to seniority hours.

B. An employee who has been placed on the 39-month reemployment list due to exhaustion of leave, who has been medically released for return to duty and who fails to accept an offered assignment in the same classification with the same number of hours shall be severed from the District.

13.10 Special Circumstances.

Should circumstances not otherwise covered in this Article be identified during the displacement or reemployment processes; for example, if an employee's previous classification has been eliminated, reclassified, or subdivided, it shall be the responsibility of the Vice Chancellor of Human Resources, or designee, to place the individual within a classification and at a salary level most nearly like the position previously held by the employee.

Andrew Deaso

Andrew Deaso, CFCP President/Date

Marlene Drinkwine

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B. An employee who has been placed on ~~a~~ the 39-month reemployment list due to exhaustion of leave ~~allowance~~, who has been medically released for return to duty and who fails to accept an offered assignment in the same classification with the same number of hours shall be severed from the District.

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