ARTICLE 12 – LAYOFF AND REEMPLOYMENT

12.1 **Notice.** Whenever it is considered necessary by the District to reduce the number of employees or hours because of lack of work or lack of funds, the District shall give written notice to affected employees of their layoff at least 30 calendar days prior to the effective date of the layoff and the employees shall be informed of their displacement rights, if any, and reemployment rights.

12.2 **Order of Layoff**

Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The term length of service means hire date as a probationary and/or permanent employee in the class. The employee with the last hire date in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. If two or more employees have the same hire date as a probationary employee, the determination of who has the greater seniority for purposes of this Article shall be determined by original hire date in the District as a probationary employee.

12.3 **Reemployment Rights**

12.3.1 Employees who have been laid off shall be placed on reemployment lists by job classification and in order of seniority. A reemployment list shall remain in force for a period of 39 months. Persons on such a list shall be reemployed in preference to new applicants.

12.3.2 Employees 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 up to 24 months; provided that the same tests of fitness under which they qualified for the appointment shall still apply.

12.4 **Bumping Rights.** An employee laid off from his or her present class may bump into the next equal or lower class in which the employee has greater seniority considering the employee’s seniority in that class and any higher classes in which the employee has served. However, an employee shall provide written notification to the District’s Personnel Office of his/her intent to accept or exercise his/her bumping rights within 12 calendar days following notification of his/her bumping rights. If the employee exercises his/her bumping rights, the employee must report to work in accordance with the District’s offer. An employee who refuses to exercise his/her bumping rights forfeits all remaining bumping rights.
12.5 **Voluntary Demotion or Voluntary Reduction in Hours.** Employees who take voluntary demotions or voluntary reductions in assignment to a vacant position in lieu of layoff shall be, at the employee’s option, returned to a position their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any reemployment list.

12.6 **Notification of Reemployment Opening.** Any 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 to the District by the employee.

12.7 **Employee Notification to District.** An employee shall provide written verification to the District of his/her intent to accept or reject reemployment within five working days following receipt of the reemployment offer notice. If the employee accepts reemployment, the employee must report to work in accordance with the District’s offer. An employee who refuses such reemployment offer thereby forfeits all reemployment rights and the employee’s name shall be removed from the reemployment list.

12.8 **Retirement in Lieu of Layoff.** An employee who is eligible under the Public Employees Retirement System may elect to retire in lieu of layoff. Such employee shall, at least ten work days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

12.9 **Completeness of Article.** The CSMA and the District agree that the above provisions in this Article shall be the full and complete agreement between the parties concerning layoff including the reduction of hours, reemployment due to layoff, voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff, and the effects of such matters. Nothing in this provision is subject to further negotiations.