

## ARTICLE 24 - REDUCTION IN FORCE

24.1 For purposes of this Article, the term "reduction in force" means the layoff of full-time employees when employee's positions are eliminated in the event of:

- a. A reduction or termination of funding of a special contract program or a shift in the focus of the special contract program based on funding requirements, market demand or the ability to meet program goals (see Article 24.23 - Special Continuous Appointments), or
- b. A discontinuance or reduction of programs due to enrollment decline in a program or for other non-financial reasons, (see Article 24.24 - Regular Continuous Appointments), or
- c. A Board-declared college-wide financial shortage. (See Article 24.25.)

24.11 The provisions of this Article do not apply to

- a. See Article 3.4 – Probationary Appointments
- b. See Article 3.7 – Special Probationary Appointments
- c. See Article 3.6 – Temporary Appointments
- d. See Article 4 – Part-time Faculty
- e. A reduction in any part-time Academic Professional's authorized hours from appointment year to appointment year unless the reduction in hours results in a level of authorized hours below 960; or, the reduction in hours exceeds 10% of the hours authorized during the preceding appointment year.

24.12 This Article on reduction in force also excludes the dismissal of any employee for disciplinary or performance related reasons.

24.2 Layoff and Notification Procedure

24.21 When, as determined by Management, a reduction in force of bargaining unit employees is necessary, representatives of the Federation and representatives of Management shall meet to discuss the necessity for layoffs before any notices of layoff are sent. Management shall convene a contract administration meeting to explain to Federation representatives the need for the layoff and to discuss with them the layoff procedures. This meeting shall take place before any notices of layoff are sent. The Federation agrees to maintain all such information in a confidential manner in order to allow Management to notify the bargaining unit employees concerned as provided in 24.22.

24.22 If a layoff is implemented, each employee selected for layoff shall be notified by Management in writing. The Federation shall be provided a copy of the notification letter sent to each employee selected for layoff.

24.23 Special Continuous Appointment. Notice of layoff to a special continuous appointment employee in the event of a layoff under Article 24.1(a) will give the employee notice at least 6 months in advance of the program's fiscal year in which the layoff is to take place. However, the notice will be provided to the affected employees as soon as possible, but need not be given 6 months in advance, if program management does not have advance notice of the reasons for the layoff and does not have control over the notice period, such as:

- a reduction or termination of funding,
- where a program funder has requested a prompt change in services that lessens the need for the services of the job classifications identified for the layoff,
- where enrollment declines require prompt action to sustain the program, or
- where other external forces require prompt management action.

24.24 Regular Continuous Appointment. If layoff is for non-financial reasons under Article 24.1(b) such as discontinuance or reduction of general fund programs, or enrollment decline in a general fund program, notice will be given by September 15 to take effect at the end of the employee's current appointment year which is either June 30 or August 31, depending upon his/her appointment year per Article 1.24. Continuous appointment employees shall be compensated for the number of days actually worked during the notification period. However, such employees may use leave entitled under the provisions of [Article 19](#) until the end of the notification period.

24.25 Board Declared College-Wide Financial Shortage. If the reason for the proposed layoff is the result of a Board declared College-wide financial shortage, Management will meet with the Federation to explore options in lieu of layoff. These options might include salary adjustments or adjustments in other forms of compensation. Salary adjustments and/or other reductions in compensation shall not be greater or less than any other College employee group. This procedure must be completed in sufficient time to provide for ratification of any salary and/or compensation adjustment or for the implementation of the layoff notices.

24.251 Notice of layoff in the event of a Board-declared College-wide financial shortage will provide at least 90 paid work days. The employee will receive paychecks without interruption from the date of notice through the end of the 90 paid work day period. The employee will be scheduled and assigned duties for the 90 paid work days in accordance with the needs of the College.

### 24.3 Retention & Layoff Criteria

24.31 After the curriculum and services which will be offered have been determined by Management, the employee shall be selected for layoff according to seniority of the employee in a full-time bargaining unit position, with layoff in reverse order of seniority of those within the subject area or program that will lose positions, subject to 24.311 and 24.312.

24.311 The qualifications of the employee to fill the remaining position(s). Qualifications mean the education and experience required for the position with respect to Faculty, i.e., that is required for "Instructor Approval" in accordance with College policies. For some programs, such qualifications shall also include state licensure and industrial certification requirements. In the case of Counselors, Librarians and Academic Professional staff, those educational and experience requirements under the current job description(s).

24.312 Maintenance of the College's Affirmative Action goals as required by state and federal law.

24.313 Federation and Management will work in Contract Administration Meetings to define "program" as it relates to employees working under special contracts

and grants. The definition, once it is agreed upon, will be memorialized in a Memorandum of Understanding.

#### 24.32 Seniority (Definitions & Responsibility)

- 24.321 Seniority for all bargaining unit employees hired on or after September 1, 1991, will be computed and accrued from the employee's date of employment in a bargaining unit position as a first year probationary appointment, and shall continue to accrue during approved paid leaves of absence.
- 24.322 An employee's seniority date shall be reduced by one year for any unpaid leave of absence (for other than educational purposes or leave for service in appointed or elected office under Article 19.941) of two terms (or 120 contract days) or more in the same academic year, or for one term (or 60 contract days) in two consecutive years which occurs July 1, 1987 or after. No unpaid leave of absence of one term (or 60 contract days) or more shall be counted more than once.
- 24.323 Effective with employees hired on or after September 1, 1991, a full year temporary appointment immediately followed by a probationary appointment will be counted as a first year probation for purposes of seniority.
- 24.324 The Federation shall be responsible for maintaining the Seniority Records for bargaining unit employees in accordance with the provisions of this Agreement and based on the data about each employee provided by the Human Resources Department. The Federation shall provide the Human Resources Department with a list of bargaining unit employees, identifying their job titles and seniority date upon request. Any additions or modifications in an employee's seniority date will be provided in writing, with the reasons stated.
- 24.325 The Federation shall establish the seniority dates for employees hired prior to September 1, 1991, and a list will be provided the Human Resources Department. The Federation will provide the College with an implementation memo describing the process used. These determinations shall be done in a timely manner.

#### 24.4 Relocation Requests Within the Layoff Notification Period

- 21.41 Management shall have the sole right to determine whether or not candidates who have requested relocation are qualified and whether or not to select them to fill a vacant position. The staff member may be required to compete with other job applicants for the vacant position. In that case, the staff member must apply through normal Human Resources procedures and the application must be received before the screening committee selects candidates for interview. Academic Professional and temporary faculty positions may be filled under the expedited hiring procedures of Articles 3.13, 3.64 and (when applicable) 3.123 by persons whose positions are identified for termination.
- 24.42 An employee who received a layoff notice who wants to be considered for relocation must submit a written request to the Employment Services Office of the Human Resources Department. Management will attempt to transfer the employee to a vacant bargaining unit position for which the employee is qualified, provided that the vacant position is to be filled and under the conditions described in 24.41.
- 24.43 In the case of such a transfer an employee shall be placed on a probationary appointment and after no more than two years of satisfactory service in the new position, continuous

appointment status shall be reinstated. The Assessment Package as required in Article 7 will address activities designed to enhance the employee's competence in the new position.

#### 24.5 Recall Status

24.51 If a position becomes available in the subject area/program from which an employee has been laid-off, it shall be filled with the most-senior such employee who is qualified. In the case of a Faculty position, qualifications will be determined by the SAC. (See Article 26.23.)

24.511 Recall will be in the reverse order of layoff as specified in 24.3.

24.512 Faculty on layoff status will be offered the first right of refusal to teach any part-time class which is scheduled and for which the Faculty is qualified, provided that the Faculty advises the appropriate administrative supervisors of such interest and availability, and provided that the Faculty gives a timely response to any such offers.

24.52 An employee on layoff status under the provisions of this Article shall have the option to continue the health insurance program at the employee's own expense, for a period of time and under conditions as allowed by the insurance carrier.

24.53 In the event of recall, the College shall notify an employee of recall by certified mail, return receipt requested, to the last address given to the College by the employee. The employee shall notify the College within thirty calendar days of acceptance or refusal of the position offered.

24.54 Any employee who does not accept a recall will lose all further recall rights and will be deemed to have resigned from employment with the College.

24.541 Any employee who fails to respond to a recall notice, or having accepted a position with the College, fails to report to work on the date specified in the recall notice, shall be terminated from employment with the College.

24.542 An employee who resigns or retires while on layoff status shall no longer be subject to the recall provisions of this Article.

24.543 Any employee not recalled pursuant to this Article within three years of layoff will be deemed to have resigned from College employment.

24.6 Persons on recall status will also have the ability to apply for a position under Articles 3.64, 3.13 and (when applicable) 3.123. Employees on the recall list will be given preference for job openings provided that they meet the qualifications stated in the job announcement.

24.7 Upon reappointment to a bargaining unit position, the following shall apply:

1. Unused accumulated sick leave (subject to PERS rules and regulations) and professional leave eligibility to which the employee was entitled at the time of layoff shall be restored.
2. Seniority earned to the date of layoff shall be restored. The employee shall not earn seniority during layoff status.
3. Step placement on the applicable salary schedule in existence at the time of recall shall be based on the step placement held at time of layoff and shall be determined as follows:

- a. An employee who worked only one academic term during the year of layoff shall be placed at a step on the salary schedule which represents the same or not less than the salary held at the time of layoff.
- b. An employee who worked at least two full academic terms (or 120 contract days) during the year of layoff shall be placed at a step on the salary schedule which represents a one step advancement from the salary held at the time of layoff.