ARTICLE 22 - LAYOFF AND RECALL

22.1 Application of Article

22.11 Layoff occurs when Management decides to eliminate the position or reduce the hours of one or more of the following types of bargaining unit employees for reasons unrelated to discipline: Permanent employees in positions funded by the General Fund; permanent employees in positions in central service departments that operate under their own fund (e.g., food services, print center, etc.); and employees in positions funded by contracts or grants (i.e., 4-fund) who have 3 years or more of bargaining unit seniority.

22.12 The elimination of temporary positions is governed by Article 12.5.

22.13 The elimination of a position funded by contracts and/or grants which is held by an employee with less than 3 years of seniority will be governed by Article 12.6.

22.14 Employees on initial probation whose positions have been eliminated due to a restructuring/reduction will be separated from employment with the College with 15 calendar days notice.

22.2 Layoff Decision

22.21 The layoff process is initiated when Management reaches a tentative decision to reduce staff or restructure the workforce. Such a tentative decision may impact only one department, or it may be district-wide. Employees identified for layoff must be in accordance with Article 22.31.

Once such a tentative decision is reached, a discussion will begin between representative(s) of the Human Resources Department, other appropriate Management staff and Federation representatives (potentially including the affected employees) to explore alternatives to layoff. These discussions will begin at least 90 calendar days before the potential layoff date. The reasons why any rejected alternatives will not be implemented will be provided to the Federation in writing.

22.22 Those employees that would be subject to this layoff will be given written notice of the layoff at least 90 calendar days prior to the effective date of the layoff. The Federation will also receive a copy of this notice.

22.3 Employees Identified For Layoff

22.31 For restructuring or reductions, the least senior employee(s) (regardless of FTE) within the department, grant or contract, in the job classification of the position(s) to be eliminated will be the employee(s) who receive(s) the layoff notice(s) pursuant to Article 22.2, provided the least senior employee(s) do(es) not have an unique qualification required for any remaining position. Unique qualifications will be those as indicated on the official College job announcements.

22.32 An employee who has not been identified for layoff may voluntarily request to be substituted for another employee who has been identified for layoff, subject to management approval. An employee approved for voluntary layoff shall waive all layoff placement and recall rights.
22.4 Placement of Employees Identified for Layoff

22.41 Within 30 calendar days of written notice of the layoff, the employee will provide the following information to the Human Resources Department to identify placement options that he/she would be willing to accept:

22.411 The range of FTE levels; and

22.412 Any classification(s) other than his/her own job classification, at the same or lower grade level, and documentation describing how his/her experience and qualifications meet the requirements of any such classification(s).

The employee’s right to, and obligation to accept, a placement offer is limited to positions in the employee’s own job classification, or to classifications which he/she has specified in 22.412, at the FTE levels which he/she has specified in 22.411. If no such positions are available, the employee will be placed on the recall list.

22.42 Placement of employees will begin within 60 calendar days prior to the effective date of layoff, unless an alternate date is agreed to by Human Resources and the Federation. Placement will be to positions within the district, for which the employee is qualified, as described below.

22.421 The employee will be placed in any open position in the following order:

22.4211 Any position in the employee's job classification.

22.4212 Any position at the same grade level as the employee.

22.4213 Any open position at a lower grade level than the employee

22.422 If an open position is not available within 60 calendar days prior to the effective date of the layoff, a General Fund employee will be placed in any position in the following order:

22.4221 Any position in the employee's job classification held by an employee on initial probation.

22.4222 Any position at the same grade level as the employee held by an employee on initial probation.

22.4223 Any position at a lower grade level than the employee which is held by an employee on initial probation.

22.43 If more than one position exists, the employee will be placed in the position which is identified first in the order of placement options listed above.

22.44 If more than one position exists in any of the above categories, Management will decide which position within that category the employee will fill.

22.45 If more than one employee is identified for layoff under Article 22.3, the employee with the most seniority will be placed first
22.46 An employee will have seven calendar days in which to accept or decline a placement offer. An employee who declines a placement offer to a vacant position waives any right he/she has to be placed in the position and waives any right he/she has to bump an employee on initial probation.

22.47 If no position is available (or becomes available before the employee's layoff date) to place an employee he/she will be placed on the recall list. Full-time employees who are placed in vacant positions at a lower FTE will also be placed on the recall list for purposes of moving to a full-time position unless they request a lower FTE.

22.48 If an employee accepts a placement offer, Management may delay transferring the employee to the position to be filled until the date of the employee's layoff or until a position becomes available.

22.49 If a job placement will result in a salary decrease, in accordance with Article 22.7, the employee may decline the placement and opt to be placed on recall status.

22.50 Employees identified for layoff may apply for an advertised vacancy at a higher grade level in accordance with Article 11.

22.5 Performance in a New Position

22.51 Employees placed in a new job as the result of a layoff, recall or relocation shall serve a special assessment period of six months that can be successfully fulfilled in less than six months. No assessment period is required if it is a job that the employee has held within the past three years and successfully completed probation.

22.52 An employee placed in a new job as a result of this Article who is not successfully completing the assessment period shall receive a plan of improvement not later than the mid-point of the assessment period. An employee who is not meeting the goals of a plan of improvement may be removed from the new job before serving six months in the new job.

22.53 If the employee does not successfully complete the assessment period, the employee will receive a notice that he/she will no longer continue in his/her current assignment. That notice shall be given to the employee at least two weeks before the date the employee's assignment will end. The employee will then be treated as an employee identified for layoff for placement under Article 22.4, but will not be eligible to fill the position opened due to the termination of his/her current assignment.

22.6 Recall

22.61 Management shall maintain a list of employees on recall status, provide such a list to the Federation, and the range they have requested. Employees being recalled to vacant positions will be notified by certified mail. The Federation will be notified by College mail. It shall be the employee's obligation to keep Management informed of the employee's current mailing address.

22.62 Employees will be recalled to vacant positions in accordance with the process for placing employees identified for layoff defined in Article 22.4. The laid off employee remains on the recall list for a total of 24 months from the effective date of the initial layoff.

22.63 Management's obligation under Article 22.62 shall cease if the employee refuses to accept an offer to return to work in a job as described in Article 22.62, if the employee fails to keep Management informed of the employee's current mailing address or if the
employee fails to return to work by the date specified by Management. Upon such refusal or failure to return to work, the employee shall be considered to have resigned.

22.64 Employees on recall shall have the option to continue the health, dental and vision care insurance program at their own expense for the period of time and under the conditions allowed by the insurance carrier and applicable state and federal law.

22.65 Employees on recall shall retain current seniority credits but shall not accrue additional credits.

22.7 Salary Upon Placement at a Lower Grade Level

22.71 Employees who have been placed in a position at a different grade level as a result of Article 22.4 will receive a salary in accordance with Article 15.63 and the other provisions of this Agreement.