

Article 19 - Layoff/Recall

19.1 When a layoff occurs within the bargaining unit, the Union and those employees affected will be given at least thirty (30) calendar days' notice in advance **of the effective date** of the layoff or pay in lieu of notice, except in emergencies. When the event triggering the layoff is an unanticipated decrease in students that the employee works with, the layoff notification will be as close to thirty (30) days as is feasible but the employee will receive no less than ten (10) days' notice or pay in lieu of notice.

19.2 This Article is invoked by:

A. Reductions or restorations of scheduled work time of twenty-five percent (25%) or more of the work schedule.

B. Reduction below previous insurance benefit eligibility level due to reduction in hours.

~~1. When making annual assignments, if the ESD determines hours for existing positions(s) will be reduced, the District will notify the Union, and bargain the impacts of such reductions.~~

19.3 Layoff of employees shall occur on the basis of seniority (See definition in 19.7). The individual selected for layoff will be a person working in the affected classification (see Appendix A), within the affected Service Center Area (County), and in a position that has the same number of hours (plus or minus five (5) hours per week) as the position being eliminated. **A less senior employee may be retained, provided the least senior employee possesses skills and/or abilities the more senior employee does not possess and which are relevant to the position and which cannot be learned by a more senior employee in the classification group within a reasonable amount of time (generally ten (10) days).** In the event that the ESD requires the retention of a less senior employee in the affected classification, where it has been demonstrated by the ESD the less senior employee has greater qualifications for the retained position/assignment based on the job description and assigned work tasks, the ESD will meet with the Union to review the greater qualifications needed prior to any action being taken. **The ESD will notify the Union in writing of any processes, which result in a less senior employee being retained over a more senior employee.**

19.4 Employees who are given notice of a reduction of hours as described in 19.2 shall have the option to decline an involuntary assignment to a position with fewer hours and instead elect to be laid-off.

~~19.5 Whenever the ESD determines that a vacancy exists within a classification, laid off employees from that classification will be recalled by seniority. The recall notice will be sent by certified mail to the last address the ESD has on record for the laid off employee. A refusal of recall to a position which is comparable in pay and benefits to the position held prior to the layoff shall constitute voluntary termination and such employee shall lose any further right to recall. Comparable shall mean a position that has the same number of hours (plus or minus five (5) hours per week) with the same classification prior to layoff or a classification of higher pay and the same level of benefits previously held. The laid off employee will have seven (7) calendar days from the date the certified letter was sent to respond to the recall notice. Failure to respond within the seven (7) calendar days will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation. The recalled employee will have fourteen (14) calendar days from the date of response to return to ESD employment.~~

19.6 Laid-off employees will not be paid any salary or benefits during the period of layoff. Notwithstanding, an employee who is laid off or whose hours are reduced below eligibility for benefits may, at **their** his/her own expense, continue insurance coverage, subject to the approval of the insurance carrier(s) and to applicable laws based on COBRA rules and regulations.

19.7 Seniority shall be defined as the total length of service as a classified employee within the ESD from the most recent date of hire as measured from the first date of actual service. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

19.8 A. Laid off employees with greater ESD seniority (within the definition of seniority in section 19.7 above) may displace less senior employees in the same classification (as listed in Appendix A) outside of their Service Center Area as long as such option is elected by the employee within two (2) workdays of notification of the option. The laid-off employee cannot bump into a position that would increase his or her work hours by more than five (5) hours per week. Laid off employees who choose NOT to bump into a position in another Service Center Area (County) will only be placed on the recall list for the County in which they were laid-off, unless the employee notifies the ESD in writing that they wish to remain on the recall list for all counties.

B. Laid-off employees who previously worked in a different classification, **within the past 3 (three) years** (as listed in Appendix A) for the ESD, may "bump" an employee in the other classification as long as the following conditions are met:

1. The laid-off employee has greater ESD seniority than the person to be "bumped";

2. The laid-off employee had completed the probationary period and had at least satisfactory evaluations in ~~their~~his/her current position and in the position ~~they~~are he/she is attempting to bump into;

3. The person being bumped is within the laid off employee's Service Center Area (County);

4. The laid-off employee elects to bump within two (2) workdays of being informed of the layoff;

5. The laid-off employee does not increase ~~their~~his or her work hours by more than five (5) hours per week by bumping;

6. An employee who bumps back to a previously held classification shall serve a 30 calendar day transition period, followed by a new sixty (60) calendar day probationary period and if unsuccessful in the position after bumping may be laid off without a showing of cause during the 60 day period. In case of such a layoff, the employee's rights shall be the same as if the employee had never elected to bump into the previously held position.

C. Employees exercising bumping rights (19.8) shall be placed on the same step they were on before the move if remaining in the same classification; ~~or to the step closest to their previous hourly wage if moving to a different classification.~~

19.9 Recall rights shall exist for twenty-seven (27) months from the date of layoff. Any laid off employee not recalled according to this procedure within the 27-months will be deemed to have been separated in good standing.

19.5 Whenever the ESD determines that a vacancy exists within a classification, laid-off employees from that classification will be recalled by seniority. The recall notice will be sent by certified mail to the last address the ESD has on record for the laid-off employee. A refusal of recall to a position which is comparable in pay and benefits to the position held prior to the layoff shall constitute voluntary termination and such employee shall lose any further right to recall. Comparable shall mean a position that has the same number of hours (plus or minus five (5) hours per week) with the same classification prior to layoff or a classification of higher pay and the same level of benefits previously held. The laid-off employee will have five (5) calendar days from the date the certified letter was sent to respond to the recall notice. Failure to respond within the five (5) calendar days will cause the laid-off employee to forfeit all recall

rights and will be deemed to be a resignation. The recalled employee will have fourteen (14) calendar days from the date of response to return to ESD employment.

19.10 If no laid-off employee has responded to the recall by classification, or if no further laid-off employees exist from the classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in **their** his/her own classification.

19.11 All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the return to active employment, provided those benefits are still in effect.

19.12 Layoff and Recall for Student-Specific Positions. The parties agree that when an employee is hired into a "student-specific" position, such employee is exempt from the provisions of this Article. However, if the "student-specific" employee is placed into that position as a result of an involuntary assignment, in the event that the student-specific position becomes eliminated, then the involuntarily transferred employee will be returned to **their** his or her former position, even if such would result in layoff under this Article.