

**ARTICLE XIII. REDUCTION IN FORCE**

**SECTION A. Notification to Union**

When it is determined by the District that a reduction in force is to take place, the District shall notify the President of the Union in writing at least ten (10) working days prior to RIF notice to employees. The District will provide seniority lists for all categories/classifications to the Union. The Director of Personnel will review with the Union President the procedures followed in determining the "RIF'd" employees prior to employee notifications.

**SECTION B. Categories of Positions**

The following categories of positions shall be recognized for the purpose of layoff, recall and replacement of displaced employees:

- Category 1     Transportation
- Category 2     Maintenance
- Category 3     Child Nutrition Services
- Category 4     Custodial Services
- Category 5     Campus Security
- Category 6     Print Shop/Mail Carrier
- Category 7     Warehouse
- Category 8     Computer Technology Services

**SECTION C. Notice of Layoff**

The Employer will give affected employees fifteen (15) working days written notice before date of layoff.

**SECTION D. Seniority Procedure Steps**

1. An employee subject to layoff in a category may displace a less senior employee in the same or lower paying job description/custodial grade within that category provided he/she has the departmental seniority to do so and meets the qualifications of the job.
2. In the event the above procedure does not result in placement of the employee subject to layoff, he/she may displace a less senior employee in any category provided he/she meets the qualifications of the job and has the districtwide seniority to do so.
3. Employees shall accumulate seniority, including departmental seniority, while on layoff up to a maximum of one year.
4. Laid-off employees may continue insurance coverage by mailing their payment to the insurance carrier, if authorized by the carrier.

## **SECTION E. Recall Procedure**

1. When an opening occurs in a job description/custodial grade, displaced employees from that category within the bargaining unit will first be offered reinstatement to their previous jobs in order of seniority.
2. Should the Employer be unable to fill the opening in this manner, employees on layoff from that category will be offered recall in order of seniority.
3. Should the employer be unable to fill the opening in the above manner, employees on layoff from other categories will be offered recall in accordance with ARTICLE VII, SECTION A.
4. If the Employer is unable to fill the opening in the above manner, it may hire applicants from outside the bargaining unit.
5. Employees on the recall list, when recalled to work, shall be given five (5) days advance notice in which to report for work, such notice shall be by certified mail. When the employee receives notice of recall, he/she must notify the Employer on or before 3:00 p.m. of the second working day following the receipt of such notice of his/her intention of accepting or rejecting recall or he/she will be terminated. Notice by mail shall be completed by deposit of the notice in the United States Post Office. Certified Mail - Return Receipt Requested - directed to the employee at his/her address shown on the Employer records.
6. Laid-off employees must accept recall, regardless of shift, to their previous job description/custodial grade or be terminated. If an employee on layoff rejects the recall to a lower paying job description/custodial grade, he/she will not be called again for a lower paying job description/custodial grade unless he/she notifies the Employer in writing. Employee recall rights will continue for twelve (12) months.
7. If an employee fails to report within five (5) working days after proper notice, without giving a reason acceptable to the Employer for not reporting, he/she will be terminated.
8. In instances in which employees cannot return to work within the required time limit, the next eligible employee may be recalled and may be permitted to work until the senior employee returns. The next eligible employee may reject the temporary recall without losing his/her seniority on the recall list.
9. Employees shall notify the Employer of their proper post office address or change of address. The Employer shall be entitled to rely upon the address shown upon its records.
10. Employees accepting recall will be paid the regular rate, plus any applicable steps for longevity, for the job to which they are recalled. Laid off employees accepting temporary positions under this section will also be paid their regular rate, plus any applicable steps for longevity.