

PFF Counterproposal #1 10/26/22

ARTICLE 18 - REDUCTION IN FORCE

- 18.1 The District may layoff tenured (regular) and/or probationary (contract) faculty members pursuant to relevant provisions of the Education Code, and shall determine all impacts and effects of any layoff, except that the District may not violate any specific and express term of this Agreement. Layoffs are not subject to the grievance procedure (see Article 14) in this Agreement.
- 18.2 The District will inform the Federation of any pending layoff of tenured or probationary faculty members so that the Federation may have a reasonable opportunity to provide any input regarding the District's decision to layoff.
- 18.3 Eligibility for layoff of tenured or probationary faculty members is determined by the first date of paid service in a probationary position (Education Code §87414), the Faculty Service Area(s) ("FSA") held by the faculty member and the District's competency criterion. The prior granting or use of an assigned "seniority number" by the District for the purpose of this Article is discontinued and is no longer in effect.

For those faculty members with the same first date of paid service in a probationary position in the District and the same FSA, the order of layoff (and re-employment) shall be determined by utilization of the following criteria:

- (1) Ten (10) points for an earned doctorate degree from an accredited university;
- (2) One (1) point for each semester of work in the District as an adjunct faculty member within the previous (10) years; and
- (3) One (1) point for each step on the regular salary schedule for full-time faculty granted for previous experience upon initial employment with the District as a probationary faculty member.

If there is still a "tie" after the utilization of those criteria, the Superintendent/ President will determine the order of layoff by lot in the presence of a Union representative.

The layoff of certificated employees who are Early Childhood Education Lab School teachers is governed by Education Code §8366, and the order of their layoff shall be determined by length of service. The employee who has served the shortest amount of time shall be laid off first, except that no permanent employee shall be laid off ahead of a probationary employee.

18.4 The FSA's in the 2001-2002 Faculty Manual in provision 176 on pages 86-94 shall continue to be the FSA's established in the District, except that the

FSA's shall continue to be the FSA's established by the District Governing Board and maintained by the Faculty Service Area subcommittee of the Faculty Senate. The Faculty Senate, in consultation with the PFF, makes recommendations of FSA's to the Governing Board. The Governing Board may add to, delete, or modify the FSA's upon the positive recommendation of the Superintendent/President and after both the PFF and the Faculty Senate have had a reasonable opportunity for input. The current FSA's can be found on the Faculty Senate website. are set forth in Appendix The Governing Board of the District shall rely primarily upon the Faculty Senate recommendations on establishing both discipline and individual FSA's.

18.5 For purposes of any layoff of tenured or probationary faculty members, the District competency criterion shall be any recent (within the last ten (10) years unless FSA's FSA's mandate otherwise) successful performance within the FSA qualified for by the faculty member. To be successful there can be no overall unsatisfactory evaluation.

18.6 After initial employment, a faculty member may apply to the Assistant Superintendent/Vice President for Human Resource Services to add an FSA for which the faculty member qualifies. The burden of providing documentation and the burden of proof is with the faculty member. The denial of a requested FSA is subject to the grievance procedure (see Article 14) of this Agreement.

18.7 Re-employment rights of laid-off tenured or probationary faculty members are determined to be relevant provisions of the Education Code.

18.8 A laid-off tenured or probationary faculty member may utilize any remaining personal necessity leaves days prior to the end of the school year for the purpose of attending interviews by prospective new employers.

18.9 A laid-off tenured or probationary faculty member who received paid health benefits prior to the layoff will continue to receive such paid benefits for an additional three (3) months after the effective date of the layoff.












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Final Audit Report


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