

# TENTATIVE AGREEMENT

## 7.2 Layoffs

- a. All layoffs within a specific job classification (as outlined in the ESSA ~~Salary~~ Wage Schedule) initiated by the District for reasons of budgetary limitations or reorganization shall be based on district-wide seniority. (In the event of employees with the same hire date, seniority shall be established by lot.) For the purpose of this article, seniority shall be defined as the total uninterrupted service in the district. For the purpose of this section, unpaid leave shall not constitute a break in service.


The employees in that job classification with the least district-wide seniority will be laid off first, save that if the District determines that a critical person is affected, then the following procedure will be followed:

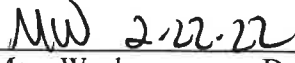
1. The District will notify the ESSA of its position and the ESSA and the District will meet within three (3) workdays to determine whether there is agreement that a critical person is affected.
2. If there is no agreement, the issue will be submitted to the Superintendent for his/her resolution.
3. If the ESSA disagrees with the Superintendent's decision, the issue will be submitted within three (3) workdays to an arbitrator, selected pursuant to Article 5.4(d) of this Agreement, whose decision shall be final and binding.

A critical person is defined for purposes of this paragraph as one who if laid-off would cause a significant adverse impact on the ability of the District to complete its mission.

In the event of a recall, employees shall be given the opportunity to return to work on a seniority basis within the specific job classification.

- b. The ESSA shall receive a copy of any letters of layoff, reduction of time worked, or recall sent to the ESSA bargaining unit members.
- c. Every reasonable attempt will be made to place laid-off employees in any temporary or substitute positions without penalty. An employee may decline temporary or substitute positions without penalty.
- d. Laid-off employees shall be considered as inactive employees and entitled to request transfers in response to in-district postings consistent with this Agreement.
- e. All benefits to which employees are entitled at the time of their layoffs, including unused accumulated sick leave, shall be restored to them upon their return to active employment, and they shall be placed on the ~~salary~~ wage schedule for their current position according to their qualifications and experience.
- f. It shall be the responsibility of each employee to notify the District of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. If the employee cannot be successfully contacted using the information the employee has provided to the district, the employee's employment with the district will be terminated.

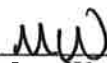
  
Ivory McDaniel-Ilgenfritz      Date  
District Chief Spokesperson

  
Mary Ward      Date  
ESSA Spokesperson

TENTATIVE AGREEMENT

- g. When an employee is required to take a position within the same classification which results in a loss of regular hours which does not include overtime, standby, or call-out time to be worked for the year, the employee shall be placed on a Negative Impact List. The list will be maintained by the Human Resources Department and will be based on seniority. As positions become available within the same classification which would return an employee to at least the same level of regular hours as that enjoyed by the employee before the reduction occurred, the position will be offered in turn to the most senior negatively impacted employee before the position is considered a vacancy according to Article 8, Vacancies and Transfers. If an employee declines a position at any time which would restore the employee to at least the same number of hours per year as the employee previously enjoyed, the employee will be dropped from the Negative Impact List. The employee shall be given no less than three (3) workdays to accept or decline the position. See Appendix A for flowchart.
- h. Recall rights under these layoff and negative impact provisions will be in effect for three (3) years from the date of the layoff or placement on the negative impact list.

  
Ivory McDaniel-Ilgenfritz      7.21.22  
District Chief Spokesperson      Date

  
Mary Ward      2.22.22  
ESSA Spokesperson      Date