

ARTICLE 24
EFFECTS OF LAYOFF

24.1 Definition

24.1.1 A layoff, for the purposes of this Article, shall be an involuntary separation from service of a probationary employee or permanent certificated employee in accordance with E.C. §44955. Unit members to be laid off shall be notified in accordance with the procedures provided for such notice in the Education Code. This section shall not be subject to Article 3 of this Agreement.

24.2 Offers of Reemployment

24.2.1 Offers of reemployment shall be in reverse order of layoff in accordance with the Education Code.

24.3 Seniority

24.3.1 Before a Board decision to lay off is made, the District shall provide a current seniority list to the Association.

24.4 Notification

24.4.1 Copies of layoff notices shall be made available to the Association within a reasonable period of time following the Board decision to lay off.

24.5 Dental Care

24.5.1 In addition to the benefits provided in §16.8 (i.e. COBRA) the District agrees to allow each unit member actually laid off at the end of the school year to continue on the existing District dental plan at no cost to the unit member for a period not to exceed two (2) months from the end of the unit member's contract.

24.6 Bargaining Rights

24.6.1 The Association reserves the right in the future to bargain the impact (effects) of District layoffs upon bargaining unit members.

24.7 Layoff Leave

24.7.1 As provided in Article 19, §19.22, Unit members who are laid off shall be entitled to two (2) days of paid leave in order to seek new employment opportunities. Notice shall be given by the laid off unit member to the District prior to the use of these days.

24.8 Retraining

24.8.1 Where it is determined by the District that retraining is necessary, Association representatives shall meet with the Executive Director, Human Resources to develop an appropriate program.