

ARTICLE 10 - RETRENCHMENT

- 10.1 **Definition.** For the purpose of this Article, retrenchment means a partial or full layoff of any contracted employee for any good-faith reason other than disciplinary, performance-related or personal reasons.
- 10.2 **Association Notice.** Whenever the College determines that a retrenchment is necessary ~~and the retrenchment will affect employees beginning with the new academic year in the fall, then the College by no later than March 15 of the preceding academic year shall schedule a meeting with the Association to discuss the general subject and possible alternatives. Whenever the College determines that a retrenchment is necessary at any other time, the College shall provide~~ then at least sixty (60) calendar days notice before its implementation, and the College shall schedule a meeting with the Association to discuss the general subject and possible alternatives.
- 10.3 **Layoffs.** Layoffs necessitated by the retrenchment shall be in the inverse order of seniority within the affected unit so long as the employees to be retained are qualified to perform the remaining duties.
- 10.4 **Seniority – Grant-Funded.** Employees hired ~~after July 1, 1993~~ specifically for a grant-funded project shall not accrue seniority other than within the grant-funded program for which they were hired, or be placed on the RIF Report until they have been rehired for a fourth consecutive academic year. In such case, the employee shall be afforded probationary status and seniority will be credited from the first date of employment.
- 10.5 **Seniority - Defined.** Seniority is defined as the employee's total continuous service commencing on ~~theirhis/her~~ first actual workday of continuous employment in the bargaining unit. For layoff purposes, seniority will be calculated to the date of employee notice requirement.
- 10.6 **Seniority - Based on FTE.** For the purpose of layoff, a contracted employee's seniority shall be based on the ratio of ~~theirhis/her~~ past continuous work schedule to the full-time standard.
- 10.6.1 A contracted employee whose contracted workload varies without a break in service shall receive seniority credit for such service based on the above formula.
- 10.6.2 A contracted employee shall receive additional seniority credit for overloads and summer assignments. Total seniority credit shall not exceed the full-time standard.
- 10.6.3 In the event of a layoff, a contracted employee who has, during any part of the previous three (3) years, been assigned to less than 1.0

FTE in a unit will have a seniority claim to an assignment in that unit equal to the average of ~~their~~his/her annual workloads in that unit since beginning work in said unit or for the previous three (3) years, whichever represents the lesser amount of time. However, such average workload may be adjusted when necessary to accommodate reasonable work assignments.

10.6.4 Notwithstanding Section 10.6.3, an employee assigned to more than one (1) unit may, with the consent of the College, have all of ~~their~~his/her seniority credited to any one (1) of the units of present assignment and have a seniority claim to an assignment in that unit equal to the total of all assignments. By this action, the employee would relinquish all claim to assignments in other units.

10.6.5 The College and the Association recognize that occasional circumstances will arise where an employee has an unusual employment situation and the provisions of this Article seem not to be appropriate. In such cases the parties will meet to attempt to determine the appropriate seniority claims. Such agreements, if any, must be consistent with the examples made part of the bargaining record at the time of the adoption of this language.

10.7 Elimination of Contracted Positions

10.7.1 **Part-time Employees.** Part-time employees will not be hired to fill positions of qualified contracted employees who are on layoff unless first offered to any qualified faculty on the recall list up to the FTE available.

10.7.2 **Temporary Contracted Positions.** Temporary contracted faculty may only bump into work within the scope defined by their temporary contract.

~~10.7.3 **Maintaining Contracted Positions.** Contracted positions shall not be eliminated for the sole purpose of dividing, or continuing to divide, a full-time assignment among part-time faculty.~~

~~10.7.3.1 Disciplines shall not be eliminated through attrition of part-time or contracted faculty positions.~~

~~10.7.4 **Faculty FTE.** Probationary and permanent contracted faculty FTE shall comprise no less than 60% of total faculty FTE or no less than 210 positions, whichever is lower, each academic year as measured Winter term for the subsequent academic year except as follows.~~

~~10.7.4.1 For the 2020-21 year only, probationary and permanent contracted faculty FTE shall comprise no less than 60% of total faculty FTE as measured in Winter 2020 or no less than 206 positions, whichever is lower.~~

10.8 **Retrenchment Units.** For the purpose of retrenchment, seniority shall be considered in the following categories in order and respectively: a) temporary employees, b) probationary employees, and c) permanent employees, and within the following retrenchment units which are based on related job skills:

10.8.1 **Advanced Technology**

- 1) Aviation (Avionics; Aviation Maintenance Technician; Flight Technology)
- 2) Industrial Technologies (Construction, Electronics, Drafting, Electronic Technology, Fabrication & Welding, Manufacturing Technology)
- 3) Transportation Technologies (Auto Body and Collision, Automotive Technician, Diesel Technology)

10.8.2 **Business**

- 1) Business
- 2) Business Development Center
- 3) Culinary Arts & Hospitality Management

10.8.3 **Cooperative Education**

- 1) Cooperative Education

10.8.4 **Developmental Education (Non-college credit)**

- 1) ABSE/ESL/GED
- 2) Continuing Education

10.8.5 **Health & Physical Education/Athletics**

- 1) Health
- 2) Physical Education

3) Athletics

10.8.6 **Humanities**

- 1) Academic Learning Skills
- 2) Art and Applied Design
- 3) Language, Literature, and Communication
- 4) Library
- 5) Media Arts and Technology Department/Torch
- 6) Music, Dance & Theatre Arts

10.8.7 **Mathematics and Science**

- 1) Computer Information Technology
- 2) Family and Health Careers Department
- 3) Health Services
- 4) Mathematics
- 5) Science

10.8.8 **Social Science**

- 1) College Now
- 2) Counseling/Human Development
- 3) Multicultural Center
- 4) Social Science Department
- 5) Women's Program

10.9 **Retrenchment Report.** The College shall prepare a report for each of the above units by October 15 of each year. Each report shall set forth the following information:

10.9.1 The names and seniority of all bargaining unit employees in each unit shall be listed in descending order of seniority. Faculty who are

currently outside a RIF unit but who are certified to teach courses inside that RIF unit will be listed below a double line at the bottom of the report. In the event of layoff, this allows those listed below the double line the opportunity to claim a vacant position in their RIF unit, if they are qualified for it. Employees listed below this line have no “bumping rights” within this unit and cannot displace a less senior faculty member in this unit should a RIF occur.

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Examples for Heuristic Purposes: The intent of the examples in 10.9.1.1 and 10.9.1.2 is to clarify the existing language by use of examples; it does not expand, nor does it abrogate rights provided by existing contract language.

- 10.9.1.1 If a contracted faculty member in the Division A RIF Unit is retrenched, but s/he is certified to teach in courses in Division B (below the double line in the Division B RIF Unit), s/he shall have a right to a vacant position in the Division B provided there are existing courses available for assignment, for which the faculty member is certified and which would otherwise be taught by part-time faculty members or a contracted faculty member if the position were posted for a new hire. That is, the contracted faculty member shall have bumping rights to part-time faculty assignments (Division B).
- 10.9.1.2 If a faculty member is certified to teach courses within his/her RIF unit (above the line) but outside of his/her regular assignment, in the event of retrenchment, s/he retains bumping rights to contracted positions within the RIF unit for courses for which s/he is certified. For example, if a contracted faculty member with a regular assignment in Program A in Division C RIF Unit is retrenched, and s/he is certified for all courses in Program B in Division C RIF Unit, s/he has “bumping rights” and shall have a right to displace a contracted faculty member with less seniority in Program B, given that Program A and Program B are in the same RIF Unit.

- 10.9.2 The courses and/or activities provided within the unit shall be displayed in alphabetical and/or numerical order. The listing of a course or activity will signify that a person meets the College qualifications required for assignment to it.

If faculty members are certified to teach OUTSIDE their RIF unit, the courses or activities will be listed below a double line near the bottom of the page. Certification of these courses offers the opportunity to claim a vacant position in the event of layoff.

- 10.9.3 A copy of the report prepared for each unit shall be sent to the Association and shall be available in Human Resources for review by any member of the bargaining unit. Each bargaining unit employee shall also be sent a copy of the report for the unit in which they are included no later than October 15 of each year.
- 10.9.4 Employees initially hired after the October 15 date shall be placed on the report in the aforementioned manner within thirty (30) working days after beginning work.
- 10.9.5 An employee shall have thirty (30) working days from the date he/she receives the report to request to transfer to another retrenchment unit or initiate a grievance concerning placement in a particular unit, and/or seniority, and/or qualifications. The final determination of employee qualifications shall be based upon the certifications on file as of the date of notification of layoff. It is understood that this appeal process is under review for possible change. Should agreement be reached between the College and the Association, the agreed upon appeal process shall supersede section 10.9.5.

10.10 **Retrenchment Seniority**

- 10.10.1 In the event a reduction in force becomes necessary, the College shall display the courses and/or activities provided within the affected units in descending order of priority and in conformance with the time line specified in Section 10.2.
- 10.10.2 In determining the layoff order, employees with greater seniority will be retained over less senior employees provided that they have the minimum qualifications to perform the remaining duties. Whenever possible, reduction in force shall be applied so as to protect contracted positions.

- 10.11 **Retrenchment and Transfer on Report.** Before laying off an employee, the College will attempt by seniority to place the faculty member in any vacant position in the bargaining unit for which the employee meets the minimum

qualifications. An employee transferred under this provision shall retain recall rights under this Article.

- 10.12 **Transfer of Unit Seniority.** Employees who transfer to a new unit shall continue to accrue seniority in their original unit for three (3) years. At the beginning of the fourth (4th) year of the new assignment, all seniority will be transferred to the new unit.
- 10.13 **Effect of Leave on Seniority.** Unless provided for otherwise in this Agreement or properly executed Memoranda of Agreements, employees on full or part-time unpaid leaves will retain seniority earned prior to such leaves but shall not earn seniority for the period of such leaves. Employees on full or part-time paid leaves shall continue to earn seniority for the period of such leaves. In the event of layoff and two or more employees have equal seniority, the employee with the earliest date of hire as a continuous bargaining unit employee shall be considered more senior.
- 10.14 **Non-bargaining Unit Seniority.** Employees of the College may be granted a leave of up to thirty-six (36) months from a position included in the bargaining unit while still employed by the College and shall retain their seniority earned while employed in a position covered by the bargaining unit, but shall not accrue additional seniority. However, employees who remain outside the bargaining unit for more than thirty-six (36) consecutive months shall relinquish all seniority rights unless specified otherwise in this Agreement or properly executed Memoranda of Agreements.
- 10.14.1 Any administrator/manager who elects to return to the unit after serving as administrator/manager for more than 36 continuous months shall forfeit all prior seniority for two (2) years from date of reentry into the bargaining unit. On the second anniversary of reentry the employee shall receive credit for all prior bargaining unit seniority which shall be added to the two (2) years of additional service.
- 10.14.2 Administrators/managers elected by faculty for a specified term or recurring terms shall have the right to return to their faculty role without prejudice.
- 10.14.3 In the event of an actual reduction in staff, no administrator/manager, regardless of prior bargaining unit service, shall be assigned any bargaining unit work in excess of previous standards if such assignment results in layoff of a bargaining unit member.
- 10.15 **Seniority Tie-Breaker.** In the event a decision is to be made between two (2) faculty members who have equal seniority, the decision of which employee shall be retrenched shall be made on the basis of evaluations as provided in

this Agreement. If the affected employees remain tied after a review of their evaluations is completed, then the decision shall be made by lot.

- 10.16 **Insurance for Retrenched Employees.** Laid off employees shall continue to receive college-paid insurance benefits for three months from the date of lay off. Laid-off employees shall have the right to continue to participate in the employee fringe benefit program for eighteen (18) months or as required by statutes, whichever is greater, by making personal payments of the premiums due.
- 10.17 **Retrenchment Notice to Employee.** The College will provide simultaneous sixty (60) calendar days' advanced notice of layoff to the affected employee ~~by no later than May 1 of the same academic year for any employee affected by a retrenchment which the College was required to discuss with the Association by March 15 in Section 10.2. The College will provide at least sixty (60) calendar days' notice of layoff which is at least thirty (30) calendar days after the sixty (60)-day notice to the Association in Section 10.2, to the affected employees for retrenchments that occur at any other time of the year.~~
- 10.18 **PERS Termination.** Laid-off employees who find it necessary to terminate from the Public Employee Retirement System during their twenty-seven (27) month recall period may do so by written request to Human Resources and shall not be considered a terminated employee for other employee rights as determined by this Article.
- 10.19 **Order of Recall.** Recall shall be made in inverse order of layoff, provided the employee meets the minimum qualifications to perform the assignment(s) to which he/she is being recalled.
- 10.20 **Recall Rights.** Laid-off bargaining unit employees shall have recall rights to permanent positions within the listed units they were laid off from for a period of twenty-seven (27) months from the first day of the month following the date the employee would have normally reported to work. Employees laid off for more than twenty-seven (27) continuous months from the effective date of layoff shall relinquish all recall rights and shall be considered terminated.
- 10.20.1 Laid-off employees shall have recall rights to all temporary contracted positions or part-time assignments which are available for at least one (1) full term and of which the College has had knowledge, or reasonably should have had knowledge, of at least fifteen (15) days prior to the date of need. In cases of recall to temporary assignments, a recall notice must be answered within ten (10) calendar days of notification.
- 10.20.2 Recall to a temporary contracted position or part-time assignment shall have no effect on an employee's right to recall to a permanent position.

- 10.21 **Recall Notice/Information.** Recall notices shall be mailed by certified letter to the last mailing address recorded with the College. Employees shall have the obligation to advise Human Resources of address changes or changes in qualifications. A recall notice must be answered within thirty (30) calendar days of certification. The response must be by certified mail to Human Resources. The expiration of a temporary contracted position or part-time assignment to which an employee has been recalled does not trigger the College's obligation to provide layoff notice to the Association or the employee.
- 10.22 **Recall Notice Rejection.** Laid-off bargaining unit employees may reject a recall notice without forfeiting recall rights for future openings.