

## CLASSIFIED BARGAINING AGREEMENT

### ARTICLE 24 – REDUCTIONS IN STAFF

Revised April 20, 2015  
by the Joint RIF Task Force

#### DEFINITION OF TERMS

1. **Calendar Year.** Calendar year is defined as January 1 – December 31.
2. **Call Time.** Call time refers to a situation in which a classified employee is contacted and requested to report to work for hours other than his/her normal work hours. This is generally in response to an unusual situation such as heavy snowstorm, critical technology failure or other urgent situation.
3. **Call Time Occurrence.** A call time occurrence takes place when a supervisor calls an employee into work at a time that the employee is not normally scheduled due to a campus emergency or unforeseen issue that is temporary in nature.
4. **Fiscal Year.** COCC's Fiscal Year is defined as July 1 – June 30.
5. **Immediate Family.** Immediate family is defined as father, mother, brother, sister, wife, husband, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepparents, grandparents, grandchildren, and any other person who resides with or derives his/her support from the employee, or his or her spouse, regardless of the relationship. Immediate family includes relationships related to the employee through a domestic partner.
6. **Insurance Cap.** The insurance cap refers to the maximum amount (dollar or percentage) the College will contribute to the cost of an employee's insurance premium.
7. **Overtime.** Overtime shall mean work required by the College and performed by an employee in excess forty (40) hours in a workweek.
8. **Standard Workweek.** The College identifies the standard workweek as seven (7) consecutive days, 12:00 am, Monday through 11:59 pm, Sunday, unless specified by the department.
9. **Full-time employee.** Full-time employees in the bargaining unit are defined as employees working forty (40) hours per week for a minimum of nine (9) months per calendar year.
10. **Part-time employee.** Part-time employees in the bargaining unit are defined as those employees working more than twenty (20) hours per week for a minimum of nine (9) months per calendar year.
11. **Seniority.** Seniority is defined as years in the bargaining unit, to include job transfers, time off through approved leaves, professional development opportunities (including work out of classification), and lapses in COCC employment of not more than thirty (30) consecutive days.

**12. Incumbent Employee.** The incumbent employee is the classified employee currently seated in a position within the bargaining unit.

**13. Bumping Employee.** The bumping employee is the classified employee whose position has been identified for layoff and whom has bumping rights as defined by Article 23.

## ARTICLE 24: REDUCTIONS IN STAFF

1. In the event the College determines a reduction of staff (layoff) is necessary, the College shall determine which and how many positions, will be eliminated and shall implement such reduction in staff. The College reserves the right to place employees where it needs them in compliance with this Article.

The Association will be given notice in writing of an impending layoff thirty (30) working days prior to the commencement or implementation of layoffs. At the time of this notification, Human Resources will provide the Association with a comprehensive list, delineating all classified positions, the incumbent employee and his/her years of seniority. Members of the bargaining unit impacted by the impending layoff will be notified by Human Resources and provided a list of positions they are eligible to bump within their current salary grade.

The Association may request to meet with a designated College representative to discuss the pending layoff within the above noted thirty (30) working day period. As part of the discussions relative to layoff procedures, the Association may provide the College with suggestions or recommendations for reduction. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall they delay the College from placing its determined course of action into effect.

The College and the Association agree that, for the purposes of layoff and recall, full-time and part-time employees bumping and recall rights will be limited to their respective employment categories of full-time and part-time within the bargaining unit. Part-time, and full-time, are defined on the Definitions page of this agreement.

2. **Procedure of Layoff.** The determining factor for layoff will be seniority within the bargaining unit. Seniority is defined on the Definitions page of this agreement.
  - a. Seniority shall be used only to determine eligibility for bumping privileges and recalls due to layoffs, therefore:
    - i. Any employee returning to the bargaining unit within two (2) years of leaving it, whether voluntarily, or through layoff, shall be credited with their seniority for all

time within the bargaining unit prior to leaving.

- ii. Any employee returning later than two (2) consecutive years shall lose their seniority with the bargaining unit.

b. Bumping Privileges.

- i. A regular, classified employee identified for layoff, is the bumping employee. He/she shall be entitled to bump into the next position held by the least senior incumbent employee when the following criteria is met:
  - a. the incumbent employee has less seniority than the bumping employee, in his/her salary grade, and
  - b. the bumping employee meets the minimum qualifications as defined by the job description on file with Human Resources at the time of the bumping.
- ii. If there is a vacant position in the same salary grade as the bumping employee, and the bumping employee meets the minimum qualifications for the position as defined by the job description on file with Human Resources, he/she will be placed in the vacant position before bumping other positions.
- iii. If there is no position in his/her existing salary grade for which he/she meet the minimum qualifications and has seniority over, he/she may bump the least senior position for which he/she is qualified for and has seniority over, in the next lower salary grade.
- iv. The bumping employee may continue bumping at subsequent lower salary grades until the bumping employee finds a position for which he/she is qualified and has seniority over the incumbent employee. The bumping employee must take the first position for which he/she is qualified.
- v. If the person is not eligible for any positions, he/she will be placed on layoff status.
- vi. An employee who is unable, or chooses not to bump, shall be placed on layoff status.
- vii. The bumping process can only occur within classified bargaining unit positions, but may be college-wide.

- c. Procedures for bumping. The bumping employee notified of impending layoff must inform the Director of Human Resources (or designee), in writing, within ten (10) business days following notification of layoff, of his/her desire to engage in the bumping process. This notification will remain in effect until the employee is placed in a position,

or placed on layoff status.

- i. Once the position he/she is able to bump into is identified, the Director of Human Resources will conduct a review of the identified position to ensure the job description for the incumbent position is accurate and determine if the employee meets the minimum qualifications.
- ii. The review will be conducted through an interactive process with the bumping employee
- iii. The review may consider any active Plan of Assistance the bumping employee is participating in or recent, unsatisfactory performance evaluations/issues, if the area of deficiency would negatively affect the bumping employee's ability to perform the essential job functions for the position.
- iv. The bumping employee will have a maximum of three (3) months to learn and perform the duties and responsibilities of the new position, with a required performance appraisal at the end of the three (3) month probationary period.
- v. At the end of the three (3) month probationary period, if the college determines the employee is not able to perform the duties of the position, he/she will be placed on layoff status with recall rights to a position in her/his salary grade prior to the reduction in accordance with Section 5 of this article.

**3. Salary Placement.** An employee who bumps into a new position shall retain his/her current salary, if it is within the salary grade of the position into which he/she has bumped. If the bumping person's current salary is higher than the maximum of the new salary grade, the salary will be reduced to the maximum of the new salary grade. Changes to salary will take effect the first of the month following the date the employee begins work in the new position.

- 4. Layoff Status.** For a period of eighteen (18) months following the date of layoff an employee shall be classified as on layoff status and his/her name will be maintained on a layoff eligibility list.
- a. At the end of the eighteen (18) month period, or sooner if the employee so requests, the employee's name shall be removed from the list and he/she will be deemed fully terminated.
  - b. An employee on layoff status shall not be entitled to any pay, status, benefits, or employment rights other than those specifically provided in this Article.
  - c. An employee on layoff status shall promptly inform the Office of Human Resources, in

writing, of any change of address. If the College mails a certified letter to employee's last recorded address and it is returned unclaimed, the employee in layoff status will be deemed terminated.

- d. Employees on layoff status will be able to utilize the Employee Assistance Program within the guidelines of the plan.
- e. The College may provide COCC tuition for one term as mutually agreed by the employee and the College.

**5. Applying for Vacant Positions.** In accordance with Article 23 in this agreement, an employee on layoff status may apply for a position at the College that is open for recruitment.

**6. Recall.** In the event of a recall of classified employees by the College, laid off employees will be recalled by salary grade and seniority in the same order in which they were laid off.

a. Procedures for recall:

- i. When a recall position becomes available, the salary grade will be determined by the College.
- ii. The College shall notify the Association and all eligible laid off employees of the recall position to be filled.
- iii. The employees shall have five (5) business days in which to notify the College of their desire to be re-employed in the position(s).
- iv. Any employee on layoff status, with recall rights, shall have first option for the position he/she held at the time of the layoff, should it become available within the 18 month layoff period.
- v. If the incumbent employee is not available to accept the position, the most senior employee on the layoff list, who, at the time of layoff, was at or above the designated salary grade for the recall position will be offered the position.
- vi. If the employee accepts the recall position, he/she will be removed from the layoff list and placed in the recall position.
- vii. If the employee refuses the recall position, he/she will remain on the layoff list and the next most senior employee, who, at the time of layoff, was at or above the designated salary grade for the recall position, becomes eligible and will be offered the position, until the position is filled.
- viii. If the college is unable to find an eligible laid off employee to fill a recall position, the position shall be subject to normal filling of vacancy procedures.

- ix. The methods to be removed from the layoff list are:
- a. Employee asks to be removed.
  - b. 18 month layoff period is exhausted.
  - c. Employee is placed into a position.
  - d. Employee is terminated due to unclaimed certified mail.

**For the College:**

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Date: 03-09-16

**For the Association:**

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Date: 3-7-16

