

**ARTICLE FOURTEEN
LAYOFF AND RECALL**

- A. **Layoff:** In the event the Board determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which 1) shall not be arbitrary or capricious; 2) shall not deprive employees of other rights conferred by this agreement or laws of Florida and the United States; and 3) shall be capable of uniform application. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:
1. Layoff is defined as the separation of an employee for lack of work or funds as determined by the Board, or due to the reduction in or the contracting out of services, without fault or delinquency on the employee's part.
 2. Prior to implementing a reduction in personnel, the Superintendent or his/her representative (with decision making power) will meet with representatives of the BTU-TSP to discuss the proposed Board action, including but not limited to the initial number and identity of positions being considered for reduction, and solicit their suggestions or alternatives to layoffs.
 3. The Board shall then determine the net number of positions to be reduced and the departments/programs or specific positions in which the layoff shall occur.
 4. An employee with less than effective overall ratings on performance evaluations in the department/program or positions in which the layoff shall occur shall be laid off prior to employees with an effective overall rating in the department/program or positions in which the layoff shall occur regardless of seniority and shall have no right to displace other employees. In no case shall employees enrolled with the Florida Retirement System (FRS) prior to July 1, 2011 and in their sixth year of service or enrolled with FRS on or after July 1, 2011 and in their eighth year of credible service be laid off if the layoff would result in their failure to vest with the FRS. Such employees shall be retained until they become vested. Retained employees must be qualified for their assigned positions.

5. **ORDER OF LAYOFF**

a. When the District has hired outside vendors to fill bargaining unit vacancies that could not be filled by any other method and a layoff occurs, bargaining unit members who are placed on layoff shall have the right to displace such outside vendors when the employee is qualified and competent to perform the duties of the position that is filled by the outside vendor. Nothing in this section shall be construed to limit the District's right to contract out services, as long as such contracting out of services is in compliance with the provisions of Article 18.

b. Employees in each affected department/program shall then be laid off in the following manner in ascending seniority:

- First - Temporary Employees
- Second - Employees with annual overall appraisal ratings of less than effective
- Third - Part-Time Employees
- Fourth - Regular Full-Time Employees
- Fifth - A Building Designated Steward or TSP Elected Officials

c. In the event that two or more employees being considered for layoff have the same seniority date, order of layoff will be determined by the tie breakers below in the following order:

1. bargaining unit date.
2. date of employment in the current job description.
3. a lot drawing witnessed by a representative of the BTU and the Employee & Labor Relations Department.

A laid-off employee is entitled to one of the following options:

- 1) to fill a vacant position within his/her current job family, or
- 2) to return to the job classification within the same job family, which the laid-off employee most recently held, and displace the employee who has held the position for the least amount of time, or
- 3) displace the employee with the least amount of time in any position within the job family.

d. For any option, the laid-off employee must be qualified for the position, and the position must be at an equivalent or

lower pay grade. For purposes of this section, a job classification shall not have been deemed to change because of a change in title or reporting structure if its duties have remained essentially the same. If such positions are not available or if an employee is displaced from such a position, the employee shall be placed on the recall list.

- e. If an employee chooses a position at a lower pay grade, his/her salary shall not be reduced for a twelve (12) month period from the effective date of the layoff.
- f. If more than one employee identified for layoff is qualified for such positions, then the position shall be offered to the employee with the most seniority as defined in this contract. Employees who accept positions in a different department or position shall be required to demonstrate their proficiency to perform the duties of the new position for a period not less than thirty (30) days and no more than ninety (90) days. Such employees will receive appropriate orientation and training as determined necessary by the concerned department. If the employee fails to successfully perform the new job duties, he/she shall be placed on the layoff list for twelve (12) months starting with the effective date of the layoff.
- g. If layoffs are to occur, a list of employees, containing their seniority, their positions and their current job family shall be prepared by the Board and a copy thereof made available to BTU-TSP prior to notice of layoff to employees.
- h. Laid-off employees shall receive payment for accumulated vacation leave, sick leave and compensatory time. Payment for sick leave shall be in accordance with the schedule in Article 15, Section T.
- i. In order to accommodate new and revised job descriptions, the parties shall have the authority to modify job families upon mutual agreement without submitting the changes to ratification by members of the bargaining unit. The authority to incorporate such changes into the contract is limited to changes for the purpose of including new job descriptions in existing job families.

B. IT Displacement Process: Effective with the 2013-2014 school year, both parties agree that continuous improvement of employee skills benefits both the employee and the School Board in the performance of

job duties. Therefore, the parties agree to address the displacement process within the TSP job families for employees whose primary function is IT.

All TSP job families whose primary function is IT (Computer Applications, Computer Customer Service, Computer Network Systems Analyst, Computer Operations, Computer Programmer, and Telecommunications) shall be able to exercise displacement rights, as described in Article 14(A) (5), across the six (6) families.

In order to address this issue and accomplish their common goal, the parties agree to the following:

1. It is the intent of the District to create additional qualifications for job descriptions that are reasonable to attain within a six (6) month period. Both parties will participate in this process.
 2. All revised job descriptions relating to the six (6) job families listed above must be submitted, and reviewed with the BTU-TSP no later than January 31st of each year in order to be used for the displacement process during that same school year. Changes after this date shall take effect for the following school year.
 3. Displaced employees in the six (6) job families may be subject to meeting additional qualifications of a revised job description.
 4. Pursuant to Appendix E, employees within the six (6) job families will have access to reimbursement funds for acquiring additional qualifications and/or pursuing additional coursework to improve or maintain skills within their job family.
 5. Both parties agree that this provision shall not establish a precedent.
- C. **RECALL:** Employees who have been laid off shall be re-employed in seniority order from most senior to least senior. Employees whose positions have been eliminated through layoff or otherwise, shall be called first to fill a vacancy within their job family.
1. Prior to other employees being recalled from the recall list, an employee who displaced another employee pursuant to provisions contained in this article shall have the right to be recalled to a vacant position for which they are qualified. However, the employee who displaces another employee shall not be eligible for a position at a higher pay grade than the one he/she originally held at the time of layoff. If the employee who displaced another

employee fills a vacancy in his/her original department, then the employee whom he/she displaced will automatically be recalled into the position from which he/she previously held. After this process, other employees will be recalled to fill a vacancy for which they are qualified in the same department they were assigned at the time of their layoff.

2. Employees may be offered a position outside their department/program for which they are qualified. Employees may refuse a position outside their department/program. Employees who refuse such a position a second time shall have no further rights to recall.
3. Each employee on layoff shall be required to provide the District Personnel Office, in writing, with a current address to which a letter of recall may be sent. Employees being recalled shall be notified by "Certified Mail Delivery Confirmation" and shall have five (5) working days from the date of the receipt of notice to respond to the School Board's offer and return to work. The School Board reserves the right to temporarily assign an employee to the vacancy until the recalled employee reports to work. If the letter is mailed to the address provided by the employee and is returned to the School Board because the address is incorrect, the School Board has fulfilled the obligation of this sub-section.

If the School Board does not receive an affirmative response, the employee will be moved to the bottom of the recall list. If the recall notice is returned in the allotted time, yet not marked appropriately by the Human Resources & Equity Department, the employee shall retain his/her place on the recall list for the next job opening for which he/she is qualified. However, after the third returned notice, the employee's name will be dropped from the recall list and the School Board shall have no further obligation to the employee.

4. An employee whose contract is non-renewed due to reorganization shall be entitled to recall rights for a layoff period of eighteen (18) months. All other employees shall be entitled to recall rights for a layoff period of twelve (12) months.
5. The employee laid off pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

6. No new or substitute appointments may be made while there are laid off employees available who are qualified to fill the vacancies, except that employees may be hired into positions that have been offered and refused by employees on the layoff/recall list.