

**ARTICLE 8  
SENIORITY, LAY-OFF AND RE-CALL**

**A. SENIORITY:**

1. Bargaining unit seniority shall be defined as the total length of continuous service in the certified unit after the completion of the appropriate probationary period, from the first day of hire into the certified unit covered by this Agreement between the FOPE and the School Board.

EXAMPLE: After an employee completes his/her probationary period, the seniority date shall be determined from the start of the probationary period.

For Maintenance, Facilities, and Security Specialists/Campus Monitors, bargaining unit seniority shall be defined as the total length of continuous service from the first day of hire into the bargaining unit covered by this Agreement on a 244/261 day calendar between the FOPE and the School Board.

2. Employees shall lose their seniority as a result of the following:
  - (a) Termination
  - (b) Retirement
  - (c) Resignation
  - (d) Layoff exceeding one year
  - (e) Failure to report to the Personnel office within five (5) days of receipt of recall notice.
3. In the event a unit employee leaves the unit but remains with the district outside the unit and returns to the unit within one (1) year, he/she shall retain the previously earned accumulated seniority upon re-employment in the bargaining unit.
4. Authorized leave shall count for seniority purposes and such leave shall not be considered as an interruption of service.
5. Employees whose positions have been eliminated through layoff or otherwise, shall be considered first for equivalent vacancies which may become available and for which they are technically and physically qualified to perform the job. Such employees shall be recalled in descending order of seniority with the employee who is (1) technically and (2) physically qualified to perform the job.

**B. LAYOFF:**

In the event the School Board determines that the number of employees in the bargaining unit must be reduced for any reason, such reduction shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious; (2) shall not deprive employees of their rights conferred by this agreement or laws of Florida and the United States; (3) shall be capable of uniform application; and (4) seniority and ability according to the provisions of this Article.

1. Prior to implementing a district-wide reduction (school-based reduction for facilities servicepersons and security specialists), the Superintendent or designee, shall meet with representatives of the FOPE to discuss the proposed School Board action and solicit their suggestions.
2. The School Board shall determine the net number of positions to be reduced and the classifications in which layoff shall occur.
3. Employees with the least bargaining unit seniority in each affected classification (district seniority for facilities servicepersons and security specialists/and campus monitors) shall then be laid-off using the following guidelines:

- |        |   |                                  |
|--------|---|----------------------------------|
| First  | - | Temporary Employees              |
| Second | - | Part-Time Employees              |
| Third  | - | Probationary Full-Time Employees |
| Fourth | - | Regular Full-Time Employees      |

Retained employees must be qualified for their assigned positions.

In the event that there is a scheduled layoff in one (1) or more of the trade classifications (plumbers, carpenters, electricians, etc.) or non-trade classifications (bus operators, bus attendants, facilities servicepersons and security specialists), the leadman in that respective trade or non-trade shall also be subject to layoff in that classification utilizing his/her seniority date as if he/she was working in that classification rather than working as a leadman.

In the event there is a reduction in force in the foremen classification, foremen shall be laid off in reverse order of seniority. Any foreman who is scheduled to be laid off shall have the right to return (bump back) to the journeyman job classification in which

he was a foreman and to utilize all his bargaining unit seniority for purposes of avoiding said lay off.

In the event that there is a reduction in force in the facilities serviceperson classifications, the facilities servicepersons with the least district seniority shall be laid off first and thereafter each employee in reverse order of his/her district seniority.

In the event that there is a reduction in force in the security specialist or campus monitor classifications, the security specialists and/or campus monitors with the least district seniority shall be laid off first and thereafter each employee in reverse order of his/her district seniority. Employees who have been identified for lay-off and have successfully completed their probationary period shall be eligible to displace other probationary security specialists/campus monitors district wide.

4. A laid off employee is not entitled to replace another employee in a different classification. However, if the employee identified for layoff is qualified for a bargaining unit vacancy which exists in the District, then said employee(s) shall be offered the vacancy if he/she is qualified for the position.

**C. RECALL**

1. Employees whose positions have been eliminated through layoff or otherwise shall be considered first for equivalent vacancies which may become available and for which they are technically and physically qualified to perform the job. Such employees shall be recalled in descending order of district seniority.
2. 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 Return Receipt Requested" and shall have five (5) working days from the date of the receipt of notice to respond to the School Board's offer. The School Board reserves the right to temporarily assign employees to the vacancy until the recalled employee reports for 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 shall be removed from the recall list and the School

Board shall have no further obligation to the employee. If the recall notice is returned and not receipted, 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 second 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.

3. An employee who has been laid off shall maintain recall rights for twelve (12) months from the date of layoff or until he/she refuses a recall opportunity, fails to respond to a recall letter, submits a resignation, or accepts employment with another, employer within the Florida Retirement System (FRS) whichever is less.
4. Written notice of layoff shall be given to the affected employee ~~five~~ twenty (20) working days before the action is to become effective.
5. An employee who fails to apply to two (2) vacancies for which he/she is qualified, shall be removed from the layoff list.

An employee who applies for a vacancy and is offered the position and subsequently declines the position, shall be removed from the layoff list.

6. An employee who has started his/her sixth year of service and who will qualify for retirement by the end of that year shall be permitted to complete the sixth year so as to acquire the necessary service to become vested in the retirement system.