

ARTICLE FIFTEEN

REDUCTION IN FORCE

15-1 State Law

In accordance with ARS-15-544, the Governing Board may utilize reduction in staff in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the schools.

15-2 Determination

The District shall determine any reduction in force in accordance with the following procedure:

- A. Project the enrollment and program needs;
- B. Determine the present staff in each grade and/or program area;
- C. Determine the certification of all MBUs and/or the education and experience of MBUs for assignments with neither specified certification nor educational requirements;
- D. Estimate the following year's staff including those MBUs returning from leaves of absence and adjusting for those MBUs retiring, resigning, taking a leave of absence, taking a sabbatical, being discharged and being transferred to non-bargaining unit positions;
- E. Project staffing needs based on enrollment, program needs and the class size and staffing articles in this Agreement.
- F. All of the above information shall be delivered to the Association by March 15. All of the above information shall be revised, updated and delivered to the Association by April 1 of each school year.

15-3 Method

A. Seniority List

A list of the total MBUs in the District shall be compiled starting with the MBU having the most seniority and continuing to the MBU with the least seniority. The seniority list shall also itemize, after each name, each MBU's area(s) of certification. The seniority list shall be delivered to the Association by October 1 of each year. MBUs shall have the right to challenge their placement on the seniority list.

B. Retaining MBUs

- 1. If a reduction in force is necessary, then probationary MBUs in the affected programs shall be the first employees RIFed (in order of seniority). If cuts are necessary among continuing employees or other MBUs in any program, then such cuts will be made within those programs on the basis of seniority.
- 2. Those programs with specific certification and endorsements will be considered as one program.

C. Affirmative Action

The percentage of MBUs of any minority group shall be no less after any reduction in force than it was prior to the reduction in force.

D. Exemptions

No MBU shall be subject to a reduction in force during a school year for which he/she has signed a contract.

15-4 Notification

- A. MBUs subject to the reduction in force shall be notified in writing no later than the fifteenth of April by certified mail; however, MBUs who become entitled after April 15 of any year to a contract (with an effective date prior to or after April 15) for the balance of the school year will not have entitlement to a contract for the following year.
- B. All RIF bargaining unit employees shall receive a letter from the District stating that the loss of their positions was due to a reduction in force. The District shall, upon request of the individual, send a duplicate of this letter to any placement or personnel file. Said letter shall automatically be placed in the personnel file of the RIF bargaining unit employee.
- C. The Association shall receive a list of employees sent notification of the reduction in force along with each MBU's area(s) of certification and education and experience including their seniority ranking.

15-5 RIF Benefits

- A. The District shall pay the full cost of the current health and life insurance benefit for all RIF MBUs until **AUGUST 31** of the following school year. After **AUGUST 31**, RIF MBUs shall, upon request, be allowed to continue their health insurance coverage by paying the premium themselves.
- B. All positions of substitutes shall be offered to RIF MBUs on the recall list, in order of seniority, before any other person is offered such a position.

15-6 Recall Procedure

- A. **Seniority**
WHEN THE DISTRICT DETERMINES THAT THERE WILL BE BUDGETED, AVAILABLE POSITIONS, RIF MBUS WILL BE RECALLED IN THE ORDER OF BARGAINING UNIT SENIORITY, ACCORDING TO THE ARTICLES OF THIS AGREEMENT. IF THE POSITION THAT THE RIF MBU PREVIOUSLY OCCUPIED IS NO LONGER AVAILABLE, THE RIF MBU WILL BE RECALLED TO THE DISTRICT INITIATED TRANSFER (DIT) LIST AND WILL BE SUBJECT TO THE CRITERIA FOR PLACEMENT AS OUTLINED IN ARTICLE 8, INVOLUNTARY ASSIGNMENT/RELOCATION.
- B. **Notice**
The District shall give written notice of recall by sending a registered or certified letter to the Association and to said MBUs at their last known address. The recall letter shall specify the position which is vacant, including the site, assignment, and full-time equivalency for the position, **OR IF THE RIF MBU IS BEING RECALLED AS A DISTRICT-INITIATED TRANSFER.** It shall be the responsibility of such MBUs to notify the District of any change in address, additional certification, or additional educational units.
- C. **Response**
Any MBU so notified shall respond within five (5) days from the receipt of the recall letter whether he/she accepts or rejects the position. If a MBU rejects a position for which he/she is qualified and such position is offered consistent with the provisions in this Article, **OR IF THE MBU REJECTS THE STATUS OF A DIT,** said MBU shall be considered to have resigned from the employ of the District and all his/her benefits shall cease.
- D. **Other Employment**
If a MBU has secured employment elsewhere, he/she shall be allowed fifteen (15) days from the date of acceptance of position before being required to report to work.
- E. **Full-Time/Part-Time Positions**

MBUs who were previously assigned to part-time and full-time positions shall be recalled to full-time positions according to State law. Full-time MBUs shall have the option of accepting or rejecting any part-time positions that may exist without jeopardizing their recall status for any full-time position. Part-time MBUs shall have the option of accepting or rejecting any full-time positions that may exist without jeopardizing their recall status for any part-time position.

F. Qualifications for Recall

RIFed MBUs shall specify in writing the grade level, program and subject matter for which they wish to be considered for recall. MBUs shall have the right to limit the positions for which they will be considered for recall.

15-7 Recall Rights

A. Other Employment

MBUs shall not lose their recall rights if they secure other employment during the time they are on the recall list.

B. Benefits

All benefits to which MBUs were entitled at the time of their being released due to a reduction in force, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to MBUs upon their return to active employment, and MBUs shall retain their placement on the salary schedule.

C. Recall List

A MBU shall remain on the recall list for three (3) years after the effective date of layoff unless the MBU:

1. Waives recall rights in writing;
2. Resigns in writing to the District;
3. Fails to accept a position offered consistent with this Article.

D. Grievances

The Association shall have the right to file a grievance for MBUs who are not recalled if it appears that their re-employment rights have been violated. The District shall provide the Association with the current list of those MBUs who have retained recall rights, along with each MBU's area(s) of certification, and the education and experience of MBUs for assignments with neither specified certification nor educational requirements, and their seniority ranking by September 15, November 15, February 15, and April 15 of each year.

15-8 RIF Protection

All MBUs hired on or before **JULY 1, 2004** shall not be subject to a reduction in force.