

ARTICLE 24 - REDUCTION IN FORCE – LAYOFFS – CONSOLIDATION REOPENER

A committee including supervisory and non-supervisory WCEA members has been formed to study the classification series and make appropriate changes.

Whenever the County reduces in force or lays off any employee having permanent status in a County department because of lack of work or lack of funds the following procedure shall be used. The layoff procedure for a reduction applies to the entire department.

1. The department head shall determine in what class series and in which classes within that class series reductions in staff will have the least detrimental effect on departmental operations and will specify layoff accordingly. A "class series," for purposes of layoff, is defined as a normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. Within a class series, the minimum qualifications, tests for fitness, duties and responsibilities are similar but different in level. The List of Class Series is set forth in Appendix C.

2. Within the department and in the class series selected and the class specified, all nonpermanent employees of the department shall be laid off before any permanent employees and in the following order: Temporary, provisional and probationary. A person who attained permanent status but is serving a new probationary period because of a promotion is considered a permanent employee for purposes of layoff. An employee who has been employed in a class series for a period of time equivalent to the minimum required to complete a probationary period but, because of promotions within that class series, has never completed a probationary period, shall be considered a permanent employee for purposes of layoff.

3. All other conditions being equal, seniority within a class shall prevail as the determining factor for purpose of layoff and right to rehire. An employee's seniority within a class for layoff and displacing purposes shall include all periods of service within the class from the employee's last continuous permanent County employment date except as provided herein. An employee who transfers or voluntarily demotes from one class to another class shall be allowed to include all periods of service within the former class from the employee's last continuous permanent County employment date for determining seniority. For these purposes a "transfer" is defined as the movement of an employee from a position in one class to a position in another class having the same salary grade. Periods of separation may not be bridged to extend service for purposes of class seniority unless the separation is a result of a layoff in which case bridging will be authorized if the employee is reemployed in a permanent position in the class within the period of the employee's layoff eligibility. Periods of separation may be bridged to extend service for purposes of benefit accruals if the separation is a result of a layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of the employee's layoff eligibility.. NOTE: The parties recognize and agree that the foregoing language "all other conditions being equal," has been removed and is inapplicable for the period of this contract, and said removal shall only be in effect through June 30, 2011).

4. A person laid off shall be entitled to displace to positions in the employee's department under either of the following circumstances:

(a) to a position in a lower class in which he/she formerly held a permanent appointment and in which there is an employee with less seniority, or

(b) to a position in a lower class within the class series, even though the person had not previously held a permanent appointment within the lower class, and in which there is an employee with less seniority. Within the class series, an employees' seniority in a higher class shall count as seniority in the lower class for displacement purposes.

5. In the event of interdepartmental transfers or promotions, an employee so transferred or promoted and who is laid off shall have the right to displace an employee in the employee's

former department having less seniority in the class formerly occupied. This interdepartmental displacement shall remain in effect until such time as the employee's seniority in the new department exceeds that of the former.

6. Permanent part-time employees may displace only employees holding permanent part-time positions.

7. A permanent full-time employee may displace a permanent part-time employee with less seniority in the same class or in a lower class under the same conditions governing full-time permanent displacements.

8. The employee with the least seniority shall be displaced by the person who is laid off. The employee displaced shall be considered as laid off for the same reason as the person who displaced him/her and shall in the same manner be eligible to displace. If two or more employees have the same displacement seniority to a position in a class, the order of displacement shall be determined by 1) seniority as determined by continuous service from the employee's last continuous permanent employment date with the "department" in the class of the layoff and in classes having the same or higher maximum salary; 2) if the order of displacement is still not resolved by #1 above, the order of displacement shall be determined by seniority as determined by continuous "county" service from the employee's last continuous permanent County employment date. When job classification seniority, permanent department employment in the same or higher level job class(s), and County employment are still equal as provided above, layoff shall be determined by drawing lots.

9. In the event that a County program, service or function is discontinued or modified to the extent that it results in the abolishment of a job family and/or job classification and subsequent reclassification of all affected individuals in the job family or job class into a new job family and/or new job class the County and the Association will, with due diligence, discuss an agreement that preserves the seniority of the individual or group of individuals that have been reclassified to a new job family or new job classification. In the event the parties fail to come to an agreement, either party may submit the issue pursuant to the grievance procedure set forth in Article 32.

10. An employee shall first displace within the department in which he/she is currently employed. In the absence of an election by the employee to waive the employee's displacement rights, he/she shall displace in the highest class in which he/she has displacement rights. If he/she has displacement rights in two or more classes at the same level, he/she shall displace in the class in which he/she has greater displacement seniority. If he/she has displacement rights in the employee's highest class in more than one department, he/she shall displace in the department in which he/she has the most displacement seniority. If the employee's department seniority is equal in two or more classes or departments, he/she shall displace in that class or department in which the employee with the least seniority is working.

11. All election and waivers of displacement rights by employees shall be made in writing.

12. When simultaneous layoffs occur in a class series, the layoff will occur first in the higher class, followed by displacement to the lower class. When displacements in the lower class have been completed, the layoff in the lower class will occur.

13. The names of permanent employees who have elected displacement or temporary demotion pursuant to the provisions of this Article must be placed first upon the reemployment list for the class or position involved, in reverse order of displacement or temporary demotion. The employee who was last to displace or demote is the first on the reemployment list, and must be given preference in rehiring. Each person on such a list retains eligibility for appointment for an unlimited period of time except as provided for in Section 14 below.

14. All permanent employees laid off shall be placed on a reemployment list for all positions in their class series and which positions are not at a higher level than previously held. All such

employees must be given preference for rehiring. Names of employees laid off shall remain on the reemployment list for two (2) years except as provided for in Section 14 below.

15. Refusal of an employee to accept an appointment to a position in a class from which he/she was laid off or elected displacement may result in the removal from the reemployment list.

16. The Association will be informed of any pending reduction in force layoffs at least seven (7) days prior to the official notification of employees affected thereby. This notification will include the reasons for the layoffs, and the number and types of positions affected. At this time, the Association may make its views and recommendations known to the Human Resources Director concerning the implementation of such layoffs. All layoffs will be carried out in strict compliance with applicable laws and regulations. Employees affected shall be given thirty (30) days' notice of layoff.

17. The County will cooperate with any employee who is laid off as a result of a reduction in force-layoff and the State Employment Service (or equivalent agency) in determining the rights to be afforded the separated employee(s) and will inform employees of the method and procedures to follow in applying for any available benefits.

18. In the event the County is evaluating contracting, selling, leasing or assigning any existing County programs or responsibilities to a successor employer, the County agrees to notify the Association of the options being evaluated and agrees to meet with the Association to allow a reasonable opportunity to make their views and recommendations known concerning the options. Following such discussions, should the County determine a successor employer will be allowed to assume any County programs or responsibilities that would result in the layoff or termination of employees covered by this agreement, the County shall attempt, in good faith, first, to arrange for the placement of such employees within the County without negative impact to their salary, and second, will attempt to relocate displaced employees within the framework of any new delivery system with the successor employer. The parties recognize the County's inability to absorb displaced employees or place them with the successor employer is not subject to the grievance/arbitration provisions of this agreement.

19. The County agrees to notify the WCEA at such time as the County determines to pursue the matter of consolidation of County services with another agency. In such an event, the parties agree to negotiate over the impact such consolidation may pose for members of this unit as required pursuant to NRS 288.

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