

PROPOSAL
FROM THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the
ANTELOPE VALLEY FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683

August 28, 2025

This proposal from the Antelope Valley Community College District to the Antelope Valley Federation of Classified Employees is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties. This proposal is intended to apply only to the article below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

ARTICLE XX
LAYOFFS, SENIORITY AND RE-EMPLOYMENT RIGHTS

20.0 Effects of Layoff

The District will notify the Federation of any ~~contemplated~~ layoff. After the District has served the notice specified in Article 20.2, the parties agree to meet and negotiate the impact of such layoff on those matters within the scope of bargaining. The District shall follow all layoff procedures as outlined in Education Code 88017 and in full consultation with AVCFCE.

20.1 Reason for Layoff

The reasons for layoffs shall include (1) separation from a permanent position due to lack of work, lack of funds, expiration of specially funded programs, or because the position has been abolished or reclassified; or (2) a change in an employee's position which results in an involuntary reduction in hours or basis of assignment to a lower job classification.

20.2 Notice of Layoff

Any layoffs shall take place upon written notice. Any notice to the affected unit member of layoff shall specify the reason for layoff, the date of the layoff, the identity by name and classification of the employee designated for layoff and information on rights to a hearing in accordance with Education Code 88017, displacement rights, if ~~anyknown~~, and reemployment rights. Unit members shall be provided notice no later than March 15th, unless the layoff is a result of the expiration of a specially funded program. If the layoff is due to expiration of a special funded program, then the unit member will receive sixty (60) calendar days' notice.

20.3 Order of Layoff

Layoff or a reduction in assigned hours will be based on seniority, as follows: by classification. Employees with the least seniority of District employment within their classification will be the first to be laid off or have a reduction in assigned hours if necessary, because of lack of work or lack of funds. Those laid off would be eligible for re-employment for a period of thirty-nine (39) months in inverse order of layoff.

A. The order of layoff of unit employees due to lack of work or lack of funds shall be determined by length of service in the classification. The employee who has been employed the shortest time in the affected classification, including time employed in a higher classification, if applicable, shall be laid off first providing that person has completed the probationary period for the position currently held. The employee who has been employed the shortest time in the classification, plus higher classes, shall be laid off first.

B. For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, or higher classification in which the employee is serving or has served. For the purpose of this section, a higher

classification is any classification in a higher salary range. A unit member who is involuntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall receive seniority in the new classification at the completion of a probationary period.

C. Those laid off shall be eligible for re-employment for a period of thirty-nine (39) months in inverse order of layoff, in accordance with Article 20.5.

20.4 Equal Seniority/Bumping or Displacement Rights

If two (2) or more permanent unit members subject to layoff have equal class seniority, within classifications, priority shall be given to the unit employee with greater overall District seniority; if that be equal, the layoff determination of rights shall be by lot. The employee to be **bumped laid off** shall be the one with the least seniority in the classification.

20.5 Re-employment Rights

Permanent laid off unit members are eligible for re-employment in the class from which they were laid off, **or to a lower classification for which the unit member is qualified**, for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their re-employment shall take precedence over other employment in the classification in which they have seniority.

20.6 Notification of Re-employment

A unit member, who is laid off and is subsequently eligible for re-employment as provided for herein, shall be notified in writing by the District.

20.7 Employee Notification to the District

- 1) A unit member shall notify the District in writing of their intent to accept or refuse **re-employment** within ten (10) working days following receipt of the re-employment notice. Failure by the unit member to tender the written notice to the District within ten (10) days as provided for herein shall be deemed a refusal of employment by said unit member.
- 2) The laid off unit member may decline two (2) offers of employment before relinquishing their position on the 39 month reemployment list.
- 3) A unit member who receives such notice of reemployment and fails to respond in writing within ten (10) working days shall be deemed to have rejected the offer of reemployment.
- 4) If a unit member on a re-employment list refuses the second offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all re-employment rights.
- 5) If the unit employee in a layoff status accepts the position being offered, the unit employee shall **be provided a return-to-work date upon which the unit member is expected have up to thirty (30) calendar days from the postmark date of the notice** to report to work. This does not preclude a unit employee from **requesting to postpone the return-to-work date by up to fifteen (15) returning to work in fewer than thirty (30) calendar days**. Failure to report to work **within the thirty (30) calendar days** shall be considered a rejection of the offer of reemployment.
- 6) A unit employee reemployed after being laid off shall be fully restored to their classification with all rights to permanent status.

20.8 Re-employment

- 1) Unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the ir original (higher) position.
- 2) An employee who has been laid off from a class, or who is subject to layoff reclassification, or change of location, may accept a transfer, a voluntary demotion, or a voluntary reduction in status or assigned time in lieu of a layoff reclassification, change of location, or layoff from the District, and shall be granted the same rights as persons laid off. If at the end of the 39-month reemployment period the employee has not been reemployed in the former class, the employee may be considered for reinstatement to the former class within an additional period of up to 24 months subject to approval by the Office of Human Resources, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply.
- 3) Layoff as used herein shall refer to separation from service or reduction in assigned time. Fringe benefit coverage, if currently provided, shall continue for the duration allowed by the plan not to exceed 30 days. Unit members given a notice of intended non-re-employment shall be entitled to use three (3) days of available personal necessity leave for purposes of bonafide job interviews with other prospective employers.
- 4) Alleged violations of this article shall be reviewable under existing judicial provisions, administrative hearing procedures, or the grievance procedure in the Agreement.
- 5) ~~Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by the sections above.~~

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