

1 PROPOSAL FROM
2 THE ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL
3 4683 to the ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
4

5 May 6, 2026
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7 This proposal from the Antelope Valley Community College District to the Antelope Valley Federation of
8 Classified Employees is expressly made pursuant to the Educational Employment Relations Act and the
9 Collective Bargaining Agreement between the parties. This proposal is intended to apply only to the article
10 below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged
11 except as set forth below or as otherwise mutually agreed:

12 ARTICLE XX
13 LAYOFFS, SENIORITY AND RE-EMPLOYMENT RIGHTS
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15 20.0 Seniority: "Seniority" is defined as length of service with the District as a classified
16 employee. "Seniority" and "length of service" shall be based upon the unit member's
17 original hire date in classified service.
18

19 20.0.1 Seniority in a classification is accumulated in any classification in which the unit
20 member holds regular paid status.
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22 20.0.2 Unit members who move to an equivalent or higher classification accumulate
23 seniority in that classification, and also continue to accumulate seniority in the
24 former (equivalent or lower) classification.
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26 20.0.3 A unit member who is transferred laterally shall retain seniority in the prior
27 classification.
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29 20.0.4 Unit members who move to a lower classification as a result of or in lieu of layoff
30 retain their current seniority in their former (higher) classification. Such transfers
31 shall be considered voluntary demotions for purposes of this article.
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33 20.0.5 Higher classification shall be those classifications which have a higher present value
34 salary range allocation.
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36 20.0.6 Seniority shall be earned during absences due to illnesses, layoffs, or any other
37 approved paid leaves of absence as long as such seniority is not terminated by
38 statute and/or in accordance with other provisions of this Agreement.
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40 20.1 Effects of Layoff
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42 The District will notify provide reasonable advance notice to the Federation of any contemplated
43 layoffs to allow the parties an opportunity to negotiate the impacts of the potential layoff. The
44 District will provide AVCFCE, without charge, one (1) copy of the affected unit member's
45 seniority listing, including original hire date, and original start date within the current job
46 classification, and each unit member's seniority within their job classification no later than
47 thirty (30) days after notice of the anticipated layoff. ~~The parties agree to meet and negotiate~~
48 ~~the impact of such layoff on those matters within the scope of bargaining.~~ The District shall
49 follow all layoff procedures as outlined in Education Code 88017 and in full consultation with
50 AVCFCE. Nothing in this Article shall waive any rights any party has under the EERA,
51 Education Code or other external law.
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53 20.12 Reason for Layoff
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55 The reasons for layoffs shall include (1) separation from a permanent position due to lack of work,
56 lack of funds, expiration of specially funded programs, or because the position has been abolished
57 or reclassified; or (2) a change in an employee's position which results in an involuntary reduction
58 in hours or basis of assignment to a lower job classification.

60 **20.23 Notice of Layoff**

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

70 **20.34 Order of Layoff**

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72 ~~1) —Layoff or a reduction in assigned hours will be based on length of service in the
73 classification—seniority by classification. The order of layoff shall be based on length of
74 service within that class and higher classes throughout the District. A unit member with
75 the least seniority within the class plus higher classes shall be laid off first. In the event
76 that unit members have the same hire date in classification, the District hire date in the
77 AVCFCE-represented bargaining unit classified service shall prevail. In the event unit
78 members have the same date of hire in the classified service, a lottery shall determine the
79 order of seniority.~~

80
81 ~~Employees with the least seniority of District employment within their classification will be
82 the first to be laid off or have a reduction in assigned hours if necessary, because of lack
83 of work or lack of funds. Those laid off would be eligible for re-employment for a period of
84 thirty-nine (39) months in inverse order of layoff.~~

85 ~~A. —The order of layoff of unit employees shall be determined by length of service in the
86 classification. The employee who has been employed the shortest time in the
87 affected classification, including time employed in a higher classification, if
88 applicable, shall be laid off first providing that person has completed the
89 probationary period for the position currently held. The employee who has been
90 employed the shortest time in the classification, plus higher classes, shall be laid off
91 first.~~

92 ~~B. —For purposes of this section, “length of service” means date of employment in the
93 regular classified service. Seniority within a classification shall be calculated by
94 length of service within a classification, or higher classification in which the
95 employee is serving or has served. For the purpose of this section, a higher
96 classification is any classification in a higher salary range. A unit member who is
97 involuntarily transferred laterally to a new classification shall retain seniority in the
98 prior classification. A unit member who is voluntarily transferred laterally and/or
99 voluntarily demoted to a new classification shall receive seniority in the new
100 classification at the completion of a probationary period.~~

102 **20.45 Equal Seniority/Bumping or Displacement Rights**

103
104 ~~A unit member noticed for layoff may bump into another classification in which the employee
105 has previously served, provided the classification into which they are bumping is equal to
106 or lower than the position from which they have been laid off and the unit member has
107 greater seniority than the employee being bumped. Any unit member noticed for layoff may
108 continue to bump into lower classes to avoid layoff. Displacement into a lower class shall
109 be considered demotion for the purposes of this Article.~~

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

114 20.56 Re-employment Rights

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- 117 1) Laid off unit members are eligible for re-employment in the class from which they
118 were laid off, or to a lower classification for which the unit member is qualified, for
119 a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.
120 Their re-employment shall take precedence over other employment in the
121 classification in which they have seniority.
- 122
- 123 2) A unit member who is laid off and is subsequently eligible for re-employment as
124 provided for herein, shall be notified in writing by the District.
- 125
- 126 3) Unit members who accept a position lower than their former class shall retain their
127 original thirty-nine (39) month rights to their original (higher) classification.
- 128
- 129 4) An employee who has been laid off from a class, or who is subject to layoff, may
130 accept a transfer, voluntary demotion, or a voluntary reduction in status or assigned
131 time in lieu of a layoff, and shall be granted the same rights as persons laid off. If at
132 the end of the 39-month reemployment period the employee has not been
133 reemployed in the former class, the employee may be considered for reinstatement
134 to the former class within an additional period of up to 24 months subject to approval
135 by the Office of ~~Human Resources~~ People, Culture, and Talent, provided that the
136 same tests of fitness under which the employee qualified for appointment to the
137 class still apply.

138 ~~Permanent laid off unit members are eligible for re-employment in the class from which they~~
139 ~~were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order~~
140 ~~of layoff. Their re-employment shall take precedence over other employment in the~~
141 ~~classification in which they have seniority.~~

142 20.67 Fringe Benefits Notification of Re-employment

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145 1) —Fringe benefit coverage, if currently provided, shall continue for the duration
146 allowed by the plan not to exceed ninety 90 days from the date of the layoff. Unit members
147 subject to layoff shall be entitled to use up to seven (7) days of available personal necessity
148 leave, as an acceptable reason under Article 10.13.5, for purposes of bona fide job
149 interviews with other prospective employers.

150

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

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154 [NOTE: THE PARTIES AGREE THIS REASON WILL BE ADDED TO THE LIST IN ARTICLE
155 10.13.5, WITH THE LANGUAGE IN THE NOTED AT THE END OF THIS TA]

156 20.7810 Employee Notification to the District Regarding Offer of Re-Employment

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- 160 1) A unit member shall notify the District in writing of their intent to accept or refuse re-
161 employment within ten (10) working days following receipt of the re-employment notice.
162 Failure by the unit member to tender the written notice to the District within ten (10) days
163 as provided for herein shall be deemed a refusal of employment by said unit member.
- 164

- 165 2) The laid off unit member may decline two (2) offers of employment before relinquishing
166 their position on the 39-month reemployment list.
167
- 168 3) A unit member who receives such notice of reemployment and fails to respond in writing
169 within ten (10) working days shall be deemed to have rejected the offer of reemployment.
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- 171 4) If a unit member on a re-employment list refuses the second offer of employment, no
172 additional offers will be made, and the employee shall be considered unavailable for work
173 and have waived any and all re-employment rights.
174
- 175 5) If the unit employee in a layoff status accepts the position being offered, the unit employee
176 shall notify the District of their expected return-to-work date, which may be up to
177 thirty (30) calendar days from the postmark date of the notice have up to thirty (30)
178 calendar days from the postmark date of the notice to report to work. This does not
179 preclude a unit employee from returning to work in fewer than thirty (30) calendar days.
180 Failure to report to work within the thirty (30) calendar days shall be considered a rejection
181 of the offer of reemployment.
182
- 183 6) A unit employee reemployed after being laid off shall be fully restored to their classification
184 with all rights to permanent status.
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186 **20.911 Challenge to Layoff: Alleged violations of this article shall be reviewable under existing**
187 **judicial provisions, administrative hearing procedures, or the grievance procedure in the**
188 **Agreement.**

189 **Re-employment**

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

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217 New Language, Article X, Section 10.13.5: "**Bona fide Job Interviews for Employees Subject to**
218 **Layoff**: Per Article 20.7, unit members subject to layoff may use personal necessity leave for job
219 interviews with prospective employers."
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OF CLASSIFIED EMPLOYEES, LOCAL 4683

ANTELOPE VALLEY COLLEGE DISTRICT
