

46 including original hire date, and original start date within the current job classification, and
 47 each unit member's seniority within their job classification , and each unit member's seniority
 48 within their job classification no later than thirty (30) days after notice of the anticipated
 49 layoff prior to implementation of the layoff process. The District shall follow all layoff procedures
 50 as outlined in Education Code 88017 and in full consultation with AVCFCE. **Nothing in this Article**
 51 **shall waive any rights any party has under the EERA, Education Code or other external law.**

52 20.2 Reason for Layoff

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

57 20.3 Notice of Layoff

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

65 20.4 Order of Layoff

66 1) Layoff or a reduction in assigned hours will be based on **length of service in the**
 67 **classification. seniority, as follows: by classification. Employees with the least**
 68 **seniority of District employment within their classification will be the first to be laid**
 69 **off or have a reduction in assigned hours if necessary, because of lack of work or**
 70 **lack of funds. Those laid off would be eligible for re-employment for a period of**
 71 **thirty-nine (39) months in inverse order of layoff. The order of layoff of unit**
 72 **employees shall be determined by length of service in the classification. The order**
 73 **of layoff shall be based on length of service within that class and higher classes**
 74 **throughout the District. A unit member with the least seniority within the class plus**
 75 **higher classes shall be laid off first. In the event that unit members have the same**
 76 **hire date in classification, the District hire date in the AVCFCE-represented**
 77 **bargaining unit classified service shall prevail. In the event unit members have the**
 78 **same date of hire in the classified service, a lottery shall determine the order of**
 79 **seniority.**

80 ~~The employee who has been employed the shortest time in the affected classification,~~
 81 ~~including time employed in a higher classification, if applicable, shall be laid off first~~
 82 ~~providing that person has completed the probationary period for the position currently~~
 83 ~~held. The employee who has been employed the shortest time in the classification, plus~~
 84 ~~higher classes, shall be laid off first.~~

86 ~~A. For purposes of this section, "length of service" means date of employment~~
 87 ~~in the regular classified service. Seniority within a classification shall be~~
 88 ~~calculated by length of service within a classification, or higher classification~~
 89 ~~in which the employee is serving or has served. For the purpose of this~~
 90 ~~section, a higher classification is any classification in a higher salary range.~~
 91 ~~A unit member who is involuntarily transferred laterally to a new classification~~
 92 ~~shall retain seniority in the prior classification. A unit member who is~~
 93 ~~voluntarily transferred laterally and/or voluntarily demoted to a new~~

94 ~~classification shall receive seniority in the new classification at the~~
 95 ~~completion of a probationary period.~~

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

98
 99 **20.5 Equal Seniority/Bumping or Displacement Rights**

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

104 A unit member noticed for layoff may bump into another classification in which the employee
 105 has previously served ~~gained permanency previously served~~, provided the classification into
 106 which they are bumping is equal to or lower than the position from which they have been
 107 laid off and the unit member has greater seniority than the employee being bumped. Any
 108 unit member noticed for layoff may continue to bump into lower classes to avoid layoff.
 109 Displacement into a lower class shall be considered demotion for the purposes of this
 110 Article.
 111

112 **20.6 Re-employment Rights**

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

117 **20.7 Notification of Re-employment**

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

120 **20.8 Re-employment Rights**

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

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

128 3) Unit members who accept a position lower than their **highest** former class shall retain their
 129 original thirty-nine (39) month rights to their **original (higher) classification position**.

130 4) An employee who has been laid off from a class, or who is subject to layoff
 131 ~~reclassification, or change of location~~, may accept a ~~transfer, a transfer, a~~ voluntary
 132 demotion, or a voluntary reduction in status or assigned time in lieu of a layoff
 133 ~~reclassification, change of location, or layoff from the District~~, and shall be granted
 134 the same rights as persons laid off. If at the end of the 39-month reemployment period the
 135 employee has not been reemployed in the former class, the employee may be considered
 136 for reinstatement to the former class within an additional period of up to 24 months subject

137 to approval by the Office of Human Resources, provided that the same tests of fitness
138 under which the employee qualified for appointment to the class still apply.

139 20.9 Fringe Benefits

140 1) ~~Layoff as used herein shall refer to separation from service or reduction in assigned~~
141 ~~time.~~ Fringe benefit coverage, if currently provided, shall continue for the duration allowed
142 by the plan not to exceed ~~ninety~~ **9030** days ~~from the date of the layoff.~~ Unit members
143 ~~given a notice of intended non-re-employment subject to layoff~~ shall be entitled to use
144 ~~up to seven three (73)~~ days of available personal necessity leave, ~~as an acceptable~~
145 ~~reason under Article 10.13.5,~~ for purposes of bonafide job interviews with other
146 prospective employers. ~~The District may request reasonable documentation to~~
147 ~~validate the purpose and duration of such leave.~~

148 [\[NOTE: AVCFCE PROPOSES ALSO ADDING THIS REASON TO THE LIST IN ARTICLE](#)
149 [10.13.5\]](#)

150 20.10 Employee Notification to the District Regarding Offer of Re-Employment

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

155 2) The laid off unit member may decline two (2) offers of employment before relinquishing
156 their position on the 39-month reemployment list.

157 3) A unit member who receives such notice of reemployment and fails to respond in writing
158 within ten (10) working days shall be deemed to have rejected the offer of reemployment.

159 4) If a unit member on a re-employment list refuses the second offer of employment, no
160 additional offers will be made, and the employee shall be considered unavailable for work
161 and have waived any and all re-employment rights.

162 5) If the unit employee in a layoff status accepts the position being offered, the unit employee
163 shall ~~havenotify the District of their expected return-to-work date, which may be up~~
164 ~~to thirty (30) calendar days from the postmark date of the notice be provided a~~
165 ~~return-to-work date upon which the unit member is expected have up to thirty (30)~~
166 ~~calendar days from the postmark date of the notice to report to work.~~ This does not
167 preclude a unit employee from ~~returning to work in fewer than thirty (30) requesting to~~
168 ~~postpone the return-to-work date by up to fifteen (15) returning to work in fewer than~~
169 ~~thirty (30) calendar days.~~ Failure to report to work within ~~thirty (30) calendar days within~~
170 ~~the thirty (30) calendar days~~ shall be considered a rejection of the offer of reemployment.

171 6) A unit employee reemployed after being laid off shall be fully restored to their classification
172 with all rights to permanent status.

173 20.11 Challenge to Layoff: Alleged violations of this article shall be reviewable under existing judicial
174 provisions, administrative hearing procedures, or the grievance procedure in the Agreement.

175 1) ~~Nothing herein provided shall preclude a layoff for lack of funds in the event of an~~
176 ~~actual and existing financial inability to pay salaries of classified unit members, nor~~
177 ~~layoff for lack of work resulting from causes not foreseeable or preventable by the~~
178 ~~governing board, without the notice required by the sections above.~~
179

180 ANTELOPE VALLEY COLLEGE FEDERATION
181 OF CLASSIFIED EMPLOYEES, LOCAL 4683

ANTELOPE VALLEY COLLEGE DISTRICT

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