

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

5 December 11, 2025  
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7 This proposal from the Antelope Valley Federation of Classified Employees to the Antelope Valley  
8 Community College District is expressly made pursuant to the Educational Employment Relations Act and  
9 the Collective Bargaining Agreement between the parties. This proposal is intended to apply only to the  
10 article below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain  
11 unchanged except as set forth below or as otherwise mutually agreed:  
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13 **ARTICLE XX**  
14 **LAYOFFS, SENIORITY AND RE-EMPLOYMENT RIGHTS**

15 **20.0 Seniority:** “Seniority” is defined as length of service with the District as a classified  
16 employeeunit member. “Seniority” and “length of service” shall be based upon the unit  
17 member’s original hire date in classified service. “Seniority in a classification” is defined as  
18 a unit member’s seniority in that particular classification.

19 **20.0.1 Seniority in a classification is accumulated in any classification in which the unit**  
20 member holds regular paid status, providing that person has completed the  
21 probationary period for the position.

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.

25 **20.0.3 A unit member who as a result of layoff is transferred laterally to a new classification**  
26 shall retain seniority in the prior classification.

27 **20.0.4 Unit members who move to a lower classification as a result of or in lieu of layoff**  
28 retain their current seniority in their former (higher) classification. Such transfers  
29 shall be considered voluntary demotions for purposes of this article.

30 **20.0.5 Higher classification shall be those classifications which have a higher present value**  
31 salary range allocation.

32 **20.0.6 Seniority shall be accumulatedcreditedearned during absences due to illnesses,**  
33 layoffs, or any other approved leaves of absence as long as such seniority is not  
34 terminated by statute and/or in accordance with other provisions of this Agreement.

35 **20.1 Effects of Layoff**

36 The District will make best efforts to notify the Federation of any anticipatedproposed  
37 contemplated layoff not less than forty-five (45) calendar days in advance of the effective  
38 date of the proposed layoff. Failure to provide advanced notice shall not prevent the District  
39 from initiating a layoff, provided statutory notice periods are met. After the District has  
40 served the notice specified in Article 20.2, tThe parties agree to meet and negotiate the impact  
41 of such layoff on these matters within the scope of bargaining. The District will provide  
42 AVCFCE, without charge, one (1) copy of the affected unit member’s seniority listing,  
43 including original hire date, and original start date within the current job classification, and  
44 each unit member’s seniority within their job classification , and each unit member’s seniority  
45 within their job classification no later than thirty (30) days after notice of the anticipated  
46 layoffprior to implementation of the layoff process. The District shall follow all layoff procedures  
47 as outlined in Education Code 88017 and in full consultation with AVCFCE.

48 **20.2 Reason for Layoff**

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

53 **20.3 Notice of Layoff**

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

61 **20.4 Order of Layoff**

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

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

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

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

95 20.5 **Equal Seniority/Bumping or Displacement Rights**

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

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

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108 20.6 **Re-employment Rights**

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

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20.7 **Notification of Re-employment**

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

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20.8 **Re-employment Rights**

- 1) 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.
- 2) 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.
- 3) Unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to their original (higher) classification position.
- 4) 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 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.

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20.9 **Fringe Benefits**

- 1) 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 **ninety 9030** days **from the date of the layoff**. Unit members given a notice of intended non-re-employment subject to layoff shall be entitled to use

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**up to seven three-(73) days of available personal necessity leave for purposes of bona fide job interviews with other prospective employers. The District may request reasonable documentation to validate the purpose and duration of such leave.**

**143 20.10 Employee Notification to the District Regarding Offer of Re-Employment**

- 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 havenotify the District of their expected return-to-work date, which may be up to thirty (30) calendar days from the postmark date of the notice be provided a return-to-work date upon which the unit member is expectedhave 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 returning to work in fewer than thirty (30) 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 thirty (30) calendar days 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.

166 20.11 **Challenge to Layoff:** Alleged violations of this article shall be reviewable under existing judicial  
167 provisions, administrative hearing procedures, or the grievance procedure in the Agreement.

1) 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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OF CLASSIFIED EMPLOYEES, LOCAL 4683

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