

1 PROPOSAL FROM  
2 THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the ANTELOPE VALLEY  
3 COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683  
4 May 14, 2026  
5

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

11 ARTICLE XX  
12 LAYOFFS, SENIORITY AND RE-EMPLOYMENT RIGHTS  
13

14 **20.0** Seniority: "Seniority" is defined as length of service with the District as a classified  
15 employee. "Seniority" and "length of service" shall be based upon the unit member's  
16 original hire date in classified service.  
17

18 20.0.1 Seniority in a classification is accumulated in any classification in which the unit  
19 member holds regular paid status.  
20

21 20.0.2 Unit members who move to an equivalent or higher classification accumulate  
22 seniority in that classification, and also continue to accumulate seniority in the  
23 former (equivalent or lower) classification.  
24

25 20.0.3 A unit member who is transferred laterally shall retain seniority in the prior  
26 classification.  
27

28 20.0.4 Unit members who move to a lower classification as a result of or in lieu of layoff  
29 retain their current seniority in their former (higher) classification. Such transfers  
30 shall be considered voluntary demotions for purposes of this article.  
31

32 20.0.5 Higher classification shall be those classifications which have a higher present value  
33 salary range allocation.  
34

35 20.0.6 Seniority shall be earned during absences due to illnesses, layoffs, or any other  
36 approved paid leaves of absence as long as such seniority is not terminated by  
37 statute and/or in accordance with other provisions of this Agreement.  
38

39 **20.1** Effects of Layoff  
40

41 The District will notify provide reasonable advance notice to the Federation of any contemplated  
42 layoffs to allow the parties an opportunity to negotiate the impacts of the potential layoff. The  
43 District will provide AVCFCE, without charge, one (1) copy of the affected unit member's  
44 seniority listing, including original hire date, and original start date within the current job  
45 classification, and each unit member's seniority within their job classification no later than  
46 thirty (30) days after notice of the anticipated layoff. ~~The parties agree to meet and negotiate~~  
47 ~~the impact of such layoff on those matters within the scope of bargaining.~~ The District shall  
48 follow all layoff procedures as outlined in Education Code 88017 and in full consultation with  
49 AVCFCE. ~~Nothing in this Article shall waive any rights any party has under the EERA,~~  
50 Education Code or other external law.  
51

52 **20.12** Reason for Layoff  
53

54 The reasons for layoffs shall include (1) separation from a permanent position due to lack of work,  
55 lack of funds, expiration of specially funded programs, or because the position has been abolished

56 or reclassified; or (2) a change in an employee's position which results in an involuntary reduction  
57 in hours or basis of assignment to a lower job classification.

58  
59 **20.23 Notice of Layoff**

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

68  
69 **20.34 Order of Layoff**

70  
71 ~~1) \_\_\_\_\_Layoff or a reduction in assigned hours will be based on length of service in the  
72 classification-seniority by classification. The order of layoff shall be based on length of  
73 service within that class and higher classes throughout the District. A unit member with  
74 the least seniority within the class plus higher classes shall be laid off first. In the event  
75 that unit members have the same hire date in classification, the District hire date in the  
76 AVCFCE-represented bargaining unit classified service shall prevail. In the event unit  
77 members have the same date of hire in the classified service, a lottery shall determine the  
78 order of seniority.~~

79  
80 ~~Employees with the least seniority of District employment within their classification will be~~  
81 ~~the first to be laid off or have a reduction in assigned hours if necessary, because of lack~~  
82 ~~of work or lack of funds. Those laid off would be eligible for re-employment for a period of~~  
83 ~~thirty-nine (39) months in inverse order of layoff.~~

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

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

100  
101 **20.45 Equal Seniority/Bumping or Displacement Rights**

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

109 If two (2) or more permanent unit members subject to layoff have equal class seniority,  
110 within classifications, priority shall be given to the unit employee with greater overall District

111 ~~seniority; if that be equal, the layoff determination of rights shall be by lot. The employee to~~  
112 ~~be bumped/laid off shall be the one with the least seniority in the classification.~~  
113

## 114 **20.56 Re-employment Rights**

- 115
- 116 1) Laid off unit members are eligible for re-employment in the class from which they  
117 were laid off, or to a lower classification for which the unit member is qualified, for  
118 a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.  
119 Their re-employment shall take precedence over other employment in the  
120 classification in which they have seniority.
  - 121
  - 122 2) A unit member who is laid off and is subsequently eligible for re-employment as  
123 provided for herein, shall be notified in writing by the District.
  - 124
  - 125 3) Unit members who accept a position lower than their former class shall retain their  
126 original thirty-nine (39) month rights to their original (higher) classification.
  - 127
  - 128 4) An employee who has been laid off from a class, or who is subject to layoff, may  
129 accept a transfer, voluntary demotion, or a voluntary reduction in status or assigned  
130 time in lieu of a layoff, and shall be granted the same rights as persons laid off. If at  
131 the end of the 39-month reemployment period the employee has not been  
132 reemployed in the former class, the employee may be considered for reinstatement  
133 to the former class within an additional period of up to 24 months subject to approval  
134 by the Office of People, Culture, and Talent, provided that the same tests of fitness  
135 under which the employee qualified for appointment to the class still apply.

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

## 141 **20.67 Fringe Benefits Notification of Re-employment**

142

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

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

150 **[NOTE: THE PARTIES AGREE THIS REASON WILL BE ADDED TO THE LIST IN ARTICLE**  
151 **10.13.5]**  
152

## 153 **20.78 Employee Notification to the District Regarding Offer of Re-Employment**

- 154
- 155 1) A unit member shall notify the District in writing of their intent to accept or refuse **re-**  
156 **employment** within ten (10) working days following receipt of the re-employment notice.  
157 Failure by the unit member to tender the written notice to the District within ten (10) days  
158 as provided for herein shall be deemed a refusal of employment by said unit member.
  - 159
  - 160 2) The laid off unit member may decline two (2) offers of employment before relinquishing  
161 their position on the 39-month reemployment list.
  - 162
  - 163 3) A unit member who receives such notice of reemployment and fails to respond in writing  
164 within ten (10) working days shall be deemed to have rejected the offer of reemployment.  
165

- 166 4) If a unit member on a re-employment list refuses the second offer of employment, no  
167 additional offers will be made, and the employee shall be considered unavailable for work  
168 and have waived any and all re-employment rights.  
169  
170 5) If the unit employee in a layoff status accepts the position being offered, the unit employee  
171 shall notify the District of their expected return-to-work date, which may be up to  
172 thirty (30) calendar days from the postmark date of the notice have up to thirty (30)  
173 calendar days from the postmark date of the notice to report to work. This does not  
174 preclude a unit employee from returning to work in fewer than thirty (30) calendar days.  
175 Failure to report to work within the thirty (30) calendar days shall be considered a rejection  
176 of the offer of reemployment.  
177  
178 6) A unit employee reemployed after being laid off shall be fully restored to their classification  
179 with all rights to permanent status.  
180

181 **20.9 Challenge to Layoff: Alleged violations of this article shall be reviewable under existing**  
182 **judicial provisions, administrative hearing procedures, or the grievance procedure in the**  
183 **Agreement.**

184 **Re-employment**

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

210  
211 **AVCFCE**

212 **New Language, Article X, Section 10.13.5:**

213  
214 **“Bona fide Job Interviews for Employees Subject to Layoff: Per Article 20.7, unit members subject**  
215 **to layoff may use personal necessity leave for job interviews with prospective employers.”**

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217 ANTELOPE VALLEY COLLEGE FEDERATION  
218 OF CLASSIFIED EMPLOYEES, LOCAL 4683

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220 ANTELOPE VALLEY COLLEGE DISTRICT  
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