PROPOSAL FROM
THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683
April 28, 2026

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

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

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

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

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

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

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

20.1 Effects of Layoff

The District will **~~notify~~ provide reasonable advance notice to** the Federation of any contemplated layoff**s to allow the parties an opportunity to negotiate the impacts of the potential layoff**. **The District will provide AVCFCE, without charge, one (1) copy of the affected unit member's seniority listing, including original hire date~~,~~ and original start date within the current job classification, and each unit member's seniority within their job classification no later than thirty (30) days after notice of the anticipated layoff. ~~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. **Nothing in this Article shall waive any rights any party has under the EERA, Education Code or other external law**.

20.~~1~~2 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.

20.23 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 **~~any~~known**, 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.

20.34 Order of Layoff

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

~~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 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.~~

20.45 ~~Equal Seniority~~/Bumping or Displacement Rights

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

~~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 bumpedlaid off shall be the one with the least seniority in the classification.~~

20.~~5~~6 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 former class shall retain their original thirty-nine (39) month rights to their original (higher) classification.

4) An employee who has been laid off from a class, or who is subject to layoff, may accept a transfer, voluntary demotion, or a voluntary reduction in status or assigned time in lieu of a layoff, 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*~~People, Culture, and Talent, provided that the same tests of fitness under which the employee qualified for appointment to the class still apply.

~~**Permanent laid off unit members are eligible for re-employment in the class from which they were laid off 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~~7 Fringe Benefits ~~Notification of Re-employment~~

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

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

~~**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~~8~~*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 **notify 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** ~~**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 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.~~9~~11 Challenge to Layoff: Alleged violations of this article shall be reviewable under existing judicial provisions, administrative hearing procedures, or the grievance procedure in the Agreement.

~~**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 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.**~~

ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683	ANTELOPE VALLEY COLLEGE DISTRICT
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