

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

5 November 20, 2025
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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

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 accumulatedcredited during absences due to illnesses, layoffs, or
33 approved leaves of absence as long as such seniority is not terminated by statute
34 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, t~~The parties agree to meet and negotiate the impact~~
41 of such layoff on those 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 no later than thirty (30) days after
45 notice of the anticipated layoffprior to implementation of the layoff process. The District shall
46 follow all layoff procedures as outlined in Education Code 88017 and in full consultation with
47 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 **classification. 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 classified service shall prevail. In~~
73 ~~the event unit members have the same date of hire in the classified service,~~ a lottery
74 shall determine the order of seniority.

75 **[Note: As applied, we are interpreting the struck language to require the District to**
76 **utilize hire dates outside the unit (e.g. CMSA) for purposes of in-unit layoff and**
77 **bumping analysis. The District agrees that seniority within unit classification is**
78 **appropriate, but disputes the validity of utilizing "classified service" as a controlling**
79 **factor.]**

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 gained permanency previously served, provided the classification into which they are
 106 bumping is equal to or lower than the position from which they have been laid off and the
 107 unit member has greater seniority than the employee being bumped. Any unit member
 108 noticed for layoff may continue to bump into lower classes to avoid layoff. Displacement
 109 into a lower class shall be considered demotion for the purposes of this Article.
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111 **20.6 Re-employment Rights**

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

116 **20.7 Notification of Re-employment**

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

119 **20.8 Re-employment Rights**

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

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

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

129 4) An employee who has been laid off from a class, or who is subject to layoff
 130 reclassification, or change of location, may accept a transfer, a transfer, a voluntary
 131 demotion, or a voluntary reduction in status or assigned time in lieu of a layoff
 132 reclassification, change of location, or layoff from the District, and shall be granted
 133 the same rights as persons laid off. If at the end of the 39-month reemployment period the
 134 employee has not been reemployed in the former class, the employee may be considered
 135 for reinstatement to the former class within an additional period of up to 24 months subject
 136 to approval by the Office of Human Resources, provided that the same tests of fitness
 137 under which the employee qualified for appointment to the class still apply.

138 **20.9 Fringe Benefits**

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

146 **20.10 Employee Notification to the District Regarding Offer of Re-Employment**

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

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

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

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

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

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

169 **20.11 Challenge to Layoff:** Alleged violations of this article shall be reviewable under existing judicial
 170 provisions, administrative hearing procedures, or the grievance procedure in the Agreement.

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

176 ANTELOPE VALLEY COLLEGE FEDERATION
 177 OF CLASSIFIED EMPLOYEES, LOCAL 4683

ANTELOPE VALLEY COLLEGE DISTRICT

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