

1 **TENTATIVE AGREEMENT BETWEEN THE**
2 **PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE**
3 **PASADENA CITY COLLEGE CALIFORNIA FEDERATION OF TEACHERS (PCC-CFT)**
4 **LOCAL 6525**

5
6 **September 21, 2021**
7

8 The collective bargaining proposal presented herein by the Pasadena Area Community College
9 District to the Pasadena City College California Federation of Teachers (PCC-CFT) Local 6525
10 is expressly made pursuant to the Educational Employment Relations Act and the Collective
11 Bargaining Contract between the parties.
12

13 The following articles shall be deemed to remain unchanged in the Collective Bargaining
14 Agreement except as set forth below:
15

16 **ARTICLE 20**
17 **LAYOFF AND REEMPLOYMENT**
18

19 20.1 Reason for Layoff. Bargaining unit members shall be subject to layoff for lack of
20 work
21
22 and/or lack of funds.
23

24 20.2 Notice of Layoff. Upon the decision of the District to reduce the number of bargaining
25 unit employee(s) in the classified service of the District, the District shall send written
26 notice of layoff to the affected employee(s) and PCC-CFT no less than forty-five (45)
27 days prior to the effective date of layoff if the layoff is for lack of funds or sixty (60)
28 days if the layoff is for lack of work. This notice of layoff shall be sent by certified
29 mail, return receipt requested, or delivered in person to the affected bargaining unit
30 employee(s) by the District. Affected bargaining unit employee(s) shall be informed of
31 the reason for layoff, his/her displacement rights, if any, and reemployment rights.
32 PCC-CFT shall receive the name and classification of the employee(s) designated for
33 layoff.
34

35 20.3 Order of Layoff.
36

- 37 A. The District shall determine the specific positions to be discontinued.
38 B. The order of layoff of unit employees shall be determined by length of service.
39

40 The employee who has been employed the shortest time in the affected

41 classification, including time employed in a higher classification, if applicable, shall
42 be laid off first providing that person has completed the probationary period for the
43 position currently held. Restricted (specially funded) classified employees shall
44 be laid off before any regular bargaining unit employee holding the same or
45 similar classifications.

46 C. For purposes of this section, "length of service" means date of employment in the
47 regular classified service. Seniority within a classification shall be calculated by
48 length of service within a classification, or higher classification in which the
49 employee is serving or has served. For the purpose of this section, a higher
50 classification is any classification in a higher salary range. A unit member who is
51 involuntarily transferred laterally to a new classification shall retain seniority in the
52 prior classification. A unit member who is voluntarily transferred laterally and/or
53 voluntarily demoted to a new classification shall receive seniority in the new
54 classification.

55 20.4 Bumping Rights. Bargaining unit employees who are subject to layoff shall exercise
56
57 bumping rights into any position, within a current or previously held classification,
58 providing they meet minimum qualifications and providing that the classification in which
59 they are bumping is equal or lower than that classification in which the employee has
60 served.

61 20.5 Optional Transfer in Lieu of Layoff. Bargaining unit employees may be transferred to
62
63 vacant classifications in lieu of layoff providing they are qualified or can be trained to
64 be qualified to fill the vacancy.

65 20.6 Layoff in Lieu of Bumping. A unit member may elect layoff in lieu of bumping rights
66 and
67
68 maintain his/her reemployment rights under this Agreement.

69
70 20.7 Equal Seniority. If two (2) or more unit employees subject to layoff have equal
71 seniority
72

73 within the classifications, priority shall be given to the unit employee with greater
74 overall District seniority; if that be equal, determination shall be made by lot.

75 20.8 Voluntary Demotion or Voluntary Reduction in Hours. A unit employee who takes
76
77 voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be,
78 at the employee's option, returned to a position in his/her former classification or to a
79 position with increased assigned time as vacancies become available, and with no
80 time limit, except that he/she shall be ranked in accordance with his/her seniority
81 on any valid reemployment list. The salary of a unit member taking a voluntary demotion
82 shall be the lesser of his/her old salary or the highest step of the new range.

83 20.9 Reemployment Procedures.
84

85 A. A unit employee who is laid off shall be placed on a thirty-nine (39) month
86 reemployment list. The unit employee shall be required to maintain his/her current
87 address on file with the Office of Human Resources.

88 B. If, during a unit employee's eligibility period of reemployment, a classification
89 becomes vacant to which the employee has a return privilege, the District shall
90 send written notice offering reemployment by certified mail, return receipt
91 requested, or telegram to the last known address of such unit employee(s). A copy
92 of this written notice shall be sent to PCC-CFT.

93 C. A unit employee who receives such notice of reemployment and fails to respond
94 in writing within ten (10) working days shall be deemed to have rejected the offer
95 of reemployment.

96 D. If the unit employee in a layoff status accepts the position being offered, the
97 unit employee shall have up to thirty (30) calendar days from the postmark date
98 of the notice to report to work. This does not preclude a unit employee from
99 returning to work in fewer than thirty (30) calendar days. Failure to report to

100 work within the thirty (30) calendar days shall be considered a rejection of the
101 offer of reemployment.

102 E. A unit member rejecting an offer of employment under the conditions set forth in
103 C and D above, on three (3) occasions, shall have his/her name permanently
104 removed from the reemployment list.

105 F. A unit employee reemployed after being laid off shall be fully restored to his/her
106 classification with all rights to permanent status. Service credit and benefits shall
107 not accrue during the period of layoff.

108 20.10 Reemployment. Unit employees shall be reemployed in the highest-rated job
109 classification
110 available in accordance with their classification seniority. Unit members, in order to be
111 appointed to a lower position, must be qualified for that position. Unit employees who
112 accept a position lower than their highest classification shall retain their original thirty-
113 nine
114 nine
115 (39) month rights to the highest paid position.

116 20.11 The Parties agree to meet and negotiate the impact of such layoff on those matters
117 within the scope of representation.
118

119 Signed and entered into this 22nd day of September, 2021.

120 FOR THE DISTRICT

122 
123 [Robert Blizinski \(Sep 28, 2021 09:55 PDT\)](#)

124 Robert S. Blizinski

125
126
127

FOR PCC-CFT, Local 6525


[Julio Huerta \(Sep 22, 2021 12:08 PDT\)](#)

Julio C. Huerta


[Ahrien T. Johnson \(Sep 22, 2021 12:24 PDT\)](#)

Ahrien T. Johnson