

43 unit employee(s) shall be informed of the reason for layoff, his/her hearing rights,
44 displacement rights, if any, and reemployment rights. PCC-CFT shall receive the name
45 and classification of the employee(s) designated for layoff.

46 20.3 Order of Layoff.

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48 A. The District shall determine the specific positions to be discontinued.

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50 B. The order of layoff of unit employees shall be determined by length of service. The
51 employee who has been employed the shortest time in the affected classification,
52 including time employed in a higher classification, if applicable, shall be laid off first
53 providing that person has completed the probationary period for the position
54 currently held. Restricted (specially funded) classified employees shall be laid off
55 before any regular bargaining unit employee holding the same or similar
56 classifications.

57 C. For purposes of this section, "length of service" means date of employment in the
58 regular classified service. Seniority within a classification shall be calculated by
59 length of service within a classification, or higher classification in which the employee
60 is serving or has served. For the purpose of this section, a higher classification
61 is any classification in a higher salary range. A unit member who is involuntarily
62 transferred laterally to a new classification shall retain seniority in the prior
63 classification. A unit member who is voluntarily transferred laterally and/or
64 voluntarily demoted to a new classification shall receive seniority in the new
65 classification.

66 20.4 Bumping Rights. Bargaining unit employees who are subject to layoff shall exercise
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68 bumping rights into any position, within a current or previously held classification, providing
69 they meet minimum qualifications and providing that the classification in which they are
70 bumping is equal or lower than that classification in which the employee has served.

71 20.5 Optional Transfer in Lieu of Layoff. Bargaining unit employees may be transferred to
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73 vacant classifications in lieu of layoff providing they are qualified or can be trained to be

74 qualified to fill the vacancy.

75 20.6 Layoff in Lieu of Bumping. A unit member may elect layoff in lieu of bumping rights and
76 maintain his/her reemployment rights under this Agreement.

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78 20.7 Equal Seniority. If two (2) or more unit employees subject to layoff have equal seniority
79 within the classifications, priority shall be given to the unit employee with greater overall
80 District seniority; if that be equal, determination shall be made by lot.
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83 20.8 Voluntary Demotion or Voluntary Reduction in Hours. A unit employee who takes
84 voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at
85 the employee's option, returned to a position in his/her former classification or to a position
86 with increased assigned time as vacancies become available, and with no time limit,
87 except that he/she shall be ranked in accordance with his/her seniority on any valid
88 reemployment list. The salary of a unit member taking a voluntary demotion shall be the
89 lesser of his/her old salary or the highest step of the new range.
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91 20.9 Reemployment Procedures.
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93 A. A unit employee who is laid off shall be placed on a thirty-nine (39) month
94 reemployment list. The unit employee shall be required to maintain his/her current
95 address on file with the Office of Human Resources.

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

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

104 D. If the unit employee in a layoff status accepts the position being offered, the unit
105 employee shall have up to thirty (30) calendar days from the postmark date of the
106 notice to report to work. This does not preclude a unit employee from returning to
107 work in fewer than thirty (30) calendar days. Failure to report to work within the
108 thirty (30) calendar days shall be considered a rejection of the offer of
109 reemployment.

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

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

116 20.10 Reemployment. Unit employees shall be reemployed in the highest-rated job classification
117 available in accordance with their classification seniority. Unit members, in order to be
118 appointed to a lower position, must be qualified for that position. Unit employees who
119 accept a position lower than their highest classification shall retain their original thirty-nine
120 (39) month rights to the highest paid position.

122 20.11 The Parties agree to meet and negotiate the impact of such layoff on those matters within
123 the scope of representation.

124 20.12 Neither terminations for cause nor decisions not to continue employment of probationary
125 PCC-CFT members as provided by Education Codesection 88013 are considered layoffs.

126 Signed and entered into this 3th day of May, 2022.

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128 FOR THE DISTRICT

FOR PCC-CFT, Local 6525

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[Robert Blizinski \(May 9, 2022 13:16 PDT\)](#)

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Robert S. Blizinski

Julio C. Huerta

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Ahrien T. Johnson