

38 A classified employee may request a hearing to determine if there is cause for not
39 reemploying the employee for the ensuing year. A request for a hearing shall be in
40 writing and shall be delivered to the person who sent the notice, on or before a date
41 specified, which shall not be less than seven days after the date on which the notice
42 is served upon the employee. If an employee fails to request a hearing on or before
43 the date specified, this failure to do so shall constitute waiver of the employee's right
44 to a hearing.

45 If a hearing is requested by a classified employee, the District shall follow the
46 procedure as outlined in Education code 88017 and with full consultation with PCC-
47 CFT.

48 20.4 Order of Layoff.
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- 50 A. The District shall determine the specific positions to be discontinued.
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52 B. The order of layoff of unit employees shall be determined by length of service.
53 The employee who has been employed the shortest time in the affected
54 classification, including time employed in a higher classification, if applicable, shall
55 be laid off first providing that person has completed the probationary period for the
56 position currently held. Restricted (specially funded) classified employees shall
57 be laid off before any regular bargaining unit employee holding the same or
58 similar classifications.
- 59 C. For purposes of this section, "length of service" means date of employment in the
60 regular classified service. Seniority within a classification shall be calculated by
61 length of service within a classification, or higher classification in which the
62 employee is serving or has served. For the purpose of this section, a higher
63 classification is any classification in a higher salary range. A unit member who is
64 involuntarily transferred laterally to a new classification shall retain seniority in the
65 prior classification. A unit member who is voluntarily transferred laterally and/or

66 voluntarily demoted to a new classification shall receive seniority in the new
67 classification.

68 20.5 Bumping Rights. Bargaining unit employees who are subject to layoff shall exercise
69 bumping rights into any position, within a current or previously held classification,
70 providing they meet minimum qualifications and providing that the classification in which
71 they are bumping is equal or lower than that classification in which the employee has
72 served.
73

74 20.6 Optional Transfer in Lieu of Layoff. Bargaining unit employees may be transferred to
75 vacant classifications in lieu of layoff providing they are qualified or can be trained to
76 be qualified to fill the vacancy.
77

78 20.7 Layoff in Lieu of Bumping. A unit member may elect layoff in lieu of bumping rights
79 and
80 maintain his/her reemployment rights under this Agreement.
81

82 20.8 Equal Seniority. If two (2) or more unit employees subject to layoff have equal
83 seniority
84 within the classifications, priority shall be given to the unit employee with greater
85 overall District seniority; if that be equal, determination shall be made by lot.
86

87 20.9 Voluntary Demotion, or Voluntary Reduction in Hours. A unit employee who takes
88 voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be,
89 at the employee's option, returned to a position in his/her former classification or to a
90 position with increased assigned time as vacancies become available, and with no
91 time limit, except that he/she shall be ranked in accordance with his/her seniority
92 on any valid reemployment list. The salary of a unit member taking a voluntary demotion
93 shall be the lesser of his/her old salary or the highest step of the new range.
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95 20.10 Reemployment Procedures.
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97 A. A unit employee who is laid off shall be placed on a thirty-nine (39) month
98 reemployment list. The unit employee shall be required to maintain his/her current
99

100 address on file with the Office of Human Resources.

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

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

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

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

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

121 20.11 Reemployment.

122 Unit employees shall be reemployed in the highest-rated job classification
123 available in accordance with their classification seniority. Unit members, in order to be
124 appointed to a lower position, must be qualified for that position. Unit employees who
125
126

127 accept a position lower than their highest classification shall retain their original thirty-
128 nine
129 (39) month rights to the highest paid position.

130 20.12 The Parties agree to meet and negotiate the impact of such layoff on those matters
131 within the scope of representation.
132

133 Signed and entered into this 3rd day of August, 2022.

134
135 FOR THE DISTRICT

136 
137 Robert Blizinski (Aug 4, 2022 12:06 PDT)

138 Robert S. Blizinski

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FOR PCC-CFT, Local 6525


Julio Huerta (Aug 5, 2022 11:12 PDT)

Julio C. Huerta


Ahrien T. Johnson (Aug 4, 2022 12:29 PDT)

Ahrien T. Johnson