1 2 3 4 5	PASA	TENTATIVE AGREEMENT BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE DENA CITY COLLEGE CALIFORNIA FEDERATION OF TEACHERS (PCC-CFT) LOCAL 6525
6		July 20, 2023
7 8 9 10 11 12	District expres	illective bargaining proposal presented herein by the Pasadena Area Community College to the Pasadena City College California Federation of Teachers (PCC-CFT) Local 6525 is sly made pursuant to the Educational Employment Relations Act and the Collective hing Contract between the parties.
13 14 15		lowing articles shall be deemed to remain unchanged in the Collective Bargaining Agreement as set forth below:
16		ARTICLE 20
17		LAYOFF AND REEMPLOYMENT
18 19 20	20.1	Reason for Layoff. Bargaining unit members shall be subject to layoff for lack of work
21		and/or lack of funds.
22 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) as follows:
27		20.2.1 When classified positions must be eliminated as a result of the expiration of a
28		specially funded program, the District shall notify the affected employee(s) in writing
29		no later than sixty (60) days prior to any anticipated layoffs.
30		20.2.2 When classified positions must be eliminated due to a reduction in services or lack
31		of funds other than those of a specially funded program, the Superintendent shall
32		notify the affected employee(s) and Board of Trustees in writing not later than March
33 34		15th of the fiscal year. The layoff shall proceed in accordance with Education Code Section 88017.
35		20.2.3 Notice of termination shall be given on or before May 15th of the fiscal year with
36		final notice of the Board's determination, unless extended by a continuance. The
37		layoff shall be effective the last workday for that position of the fiscal year. If the
38		governing board of the community college does not give notice of termination as
39		required by law, a permanent employee shall be deemed reemployed for the
40		ensuing fiscal year.
41		This notice of layoff shall be sent by certified mail, return receipt requested, or delivered
42		in person to the affected bargaining unit employee(s) by the District. Affected bargaining

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

20.3 Order of Layoff.

- A. The District shall determine the specific positions to be discontinued.
- B. The order of layoff of unit employees shall be determined by length of service. 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. Restricted (specially funded) classified employees shall be laid off before any regular bargaining unit employee holding the same or similar classifications.
- C. 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.
- 20.4 <u>Bumping Rights.</u> Bargaining unit employees who are subject to layoff shall exercise bumping rights into any position, within a current or previously held classification, providing they meet minimum qualifications and providing that the classification in which they are bumping is equal or lower than that classification in which the employee has served.
- 20.5 Optional Transfer in Lieu of Layoff. Bargaining unit employees may be transferred to vacant classifications in lieu of layoff providing they are qualified or can be trained to be

74		qualified to fill the vacancy.
75 76	20.6	Layoff in Lieu of Bumping. A unit member may elect layoff in lieu of bumping rights and
77		maintain his/her reemployment rights under this Agreement.
78 79 80	20.7	Equal Seniority. If two (2) or more unit employees subject to layoff have equal seniority
81		within the classifications, priority shall be given to the unit employee with greater overall
82		District seniority; if that be equal, determination shall be made by lot.
83 84	20.8	Voluntary Demotion or Voluntary Reduction in Hours. A unit employee who takes
85		voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at
86		the employee's option, returned to a position in his/her former classification or to a position
87		with increased assigned time as vacancies become available, and with no time limit,
88		except that he/she shall be ranked in accordance with his/her seniority on any valid
89		reemployment list. The salary of a unit member taking a voluntary demotion shall be the
90		lesser of his/her old salary or the highest step of the new range.
91 92	20.9	Reemployment Procedures.
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 becomes vacant to which the employee has a return privilege, the District shall 97 98 send written notice offering reemployment by certified mail, return receipt requested, or telegram to the last known address of such unit employee(s). A copy 99 100 of this written notice shall be sent to PCC-CFT. C. 101 A unit employee 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 102 reemployment. 103 104 D. If the unit employee in a layoff status accepts the position being offered, the unit employee shall have up to thirty (30) calendar days from the postmark date of the 105 notice to report to work. This does not preclude a unit employee from returning to 106 107 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 108 reemployment. 109 E. A unit member rejecting an offer of employment under the conditions set forth in C 110 111 and D above, on three (3) occasions, shall have his/her name permanently removed from the reemployment list. 112 F. 113 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 117 118 available in accordance with their classification seniority. Unit members, in order to be appointed to a lower position, must be qualified for that position. Unit employees who 119 120 accept a position lower than their highest classification shall retain their original thirty-nine 121 (39) month rights to the highest paid position.

20.11 The Parties agree to meet and negotiate the impact of such lavoff on those matters within

122

123

the scope of representation.