

The College Council of Classified Employees CFT/AFT Local #4522 (CCE)  
Proposal to the  
Palomar Community College District (District)  
for  
2023-2024 Successor Negotiations

July 13, 2023

## ARTICLE 21 – LAYOFFS AND REEMPLOYMENT RIGHTS

### 21.1 General Provisions

With regards to layoffs, the District and the CCE/AFT will be consistent with the Education Code and EERA. The determination of the need to layoff shall be made solely by the Governing Board.

### 21.2 Notice of Layoff

The District shall inform the CCE/AFT of pending layoffs and shall consider input from the CCE/AFT.

The District shall provide CCE/AFT with the reason for the layoff, and identify by name and classification the employees designated for layoff at least seventy (70) calendar days prior to the effective date of any layoff.

A written notice of intent to layoff shall be given to affected permanent unit members no later than March 15 of the year in which the layoff occurs. Notice of pending layoffs and procedures pertaining to layoffs shall be in accordance with the Education Code 88017.

Unit members employed in any grant or specially-funded programs, shall be given written notice of termination not less than 60 days prior to the effective date of their layoff.

The District shall notify the affected employees in writing a minimum of sixty (60) calendar days prior to the effective date of any layoff in accordance with Education Code Section 88017.

A layoff notice shall contain:

- A statement of the effective date of the layoff;
- A statement of the employee's displacement rights;
- A statement of the employee's reemployment rights;
- A statement that the employee may be eligible for unemployment benefits;
- A statement of the reason for layoff;
- An up-to-date seniority list of all classifications in which the employee has seniority.

**- A statement of the employee's right to a hearing as specified in  
Educational Code Section 88017**

### 21.3 Computation of Seniority

Seniority is defined as and is based upon length of service with the District as a classified employee. For the purpose of this Article, length of service shall be based upon the unit member's original hire date in classified service. Unit members who move to an equivalent or higher classification accumulate seniority from the date of hire into that classification, and continue to accumulate seniority in former lower or equal classifications in which they have permanent and/or probationary service. Seniority shall accumulate during paid absences.

Any layoff shall take place within a classification. The order of layoff shall be based on hire date within the classification, plus seniority in higher classifications within the classified bargaining unit. The employee who has been employed the shortest time in the classification, plus higher classifications within the classified bargaining unit, shall be laid off first.

The District shall establish and maintain a current and accurate seniority roster indicating an employee's hire date. Such roster shall be available to CCE/AFT and upon request to District employees through the Human Resource Services office of the District.

An employee transferred from one classification to another shall retain his/her seniority in the former classification; seniority in the new classification shall begin on the date of transfer.

In the event of a tie in a classification, preference would be given to the employee with the longest total service with the District. If a tie still exists, the employees will draw lots to determine preference.

No seniority shall be earned during periods of separation from the service of the District except during Military Leave only to the extent required by law.

A permanent employee laid off and subsequently reinstated within thirty-nine (39) months shall maintain the seniority earned prior to the time of layoff.

Any employee who is laid off or retired in lieu of layoff, and is subsequently eligible for reemployment, shall be notified through certified mail by the District as to the date of the opening at his/her last address known to the District. The employee must respond within seven (7) working days of issuance of the letter or be deemed to have declined the offer.

In the event of reclassification, employees in a position that is reclassified will carry forward seniority from the position reclassified.

### 21.4 Employee Rights

#### 21.4.1 Displacement (Bumping)

A regular employee in the classified service who is laid off and who has previous service in an equal or lower classification shall have the right to

displace an employee with the least seniority in that equal or lower classification.

#### 21.4.2 Voluntary Demotion, Transfer or Reduction in Hours

A regular classified employee being laid off who has no displacement rights may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee meets the minimum qualifications to perform the duties thereof, and provided further that the Governing Board approved the voluntary demotion. If a position opens in a classification for which the laid off employee meets minimum qualifications, that employee shall have preference over outside and District candidates for that open position.

#### 21.4.3 Assignment as Temporary Employee

Subject to the provisions of Ed. Code 88017, the District retains the right to fill positions with temporary, hourly, and/or short term assignment workers. Laid off employees, if qualified, shall have preference for such positions that have an assignment period of sixty-one (61) days or more, for the duration of their reemployment rights unless three (3) offers of short term employment have been refused by the employee. No seniority will accrue for any short term assignment filled by a laid off District employee.

#### 21.4.4 Retirement in Lieu of Layoff

Regular employees who have been employed at least five (5) years under Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to the Public Employees Retirement System provided by the Human Resource Services department for this purpose.

#### 21.4.5 Reemployment Rights

Subject to the availability of a vacant position for which he/she is qualified, the laid off employee has the right to reemployment over outside candidates.

Any employee who is laid off or retired in lieu of layoff, and is subsequently eligible for reemployment, shall be notified through certified mail by the District as to the date of the opening at his/her last address known to the District. The employee must respond in writing within seven (7) working days of issuance of the letter to be deemed to have declined the offer.

Laid off employees are eligible for reemployment in the classification from which laid off for thirty-nine (39) months from the effective date of layoff and shall be employed in the reverse order of seniority. Their reemployment shall have preference over any other method of filling vacancies in classifications incurring layoff. An employee on a reemployment list shall be notified of

promotional opportunities and shall be entitled to apply through the regular selection process.

Regular employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be reemployed in their former classification or to positions in the former classification with increased assigned time as vacancies become available, for a period of thirty-nine (39) months plus twenty-four (24) months. Employees who are demoted in lieu of layoff shall remain on the reemployment list until their rights are exhausted, or until they have regained the assignment from which they were laid off.

Regular employees who are eligible and elect to retire under Section 21.4.4 shall then be placed on a thirty-nine (39) month reemployment list in accordance with this regulation. The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District receives within ten (10) workdays a written acceptance of this offer, the retired person shall be allowed sufficient time to terminate his or her retired status with Public Employees Retirement System.

#### **21.4.6 Hearing**

- With the exception of unit members employed in any grant or specially-funded programs, A regular permanent employee in the classified service who is laid off may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year in accordance with Educational Code 88017.

### **21.5 Layoff Procedures**

In the event of layoffs of regular employees in the classified service, the following procedures shall be utilized:

- Layoff shall be implemented in inverse order of seniority in the classification in which the layoff occurs. The employee who has been employed the shortest time in the classification, plus higher classifications shall be laid off first.
- In cases where an employee's work history with the District includes position title(s) that may have been changed due to reclassification or organizational modifications, the District will consult with the CCE/AFT in determining seniority for these employees.
- The names of permanent and probationary employees laid off shall be placed upon the reemployment list for the classification from which they were laid off. Names on the reemployment list shall be in the order of seniority.

### **21.6 Benefits**

Employees laid off shall maintain District-paid benefits for the remainder of the

month in which the effective date of the layoff occurs and for one month subsequent. Employees shall be eligible to use up to five (5) days of accrued sick leave for job search purposes subsequent to the notice of layoff, and prior to the effective date of layoff.

Insurance Provision:

- The District shall continue to pay health and welfare benefits for laid off employees according to the following schedule: If the layoff is effective between the 1<sup>st</sup> and 15<sup>th</sup> day of a month, paid coverage shall continue for the remainder of that month, plus the following month; if the layoff is effective between the 16<sup>th</sup> day and the end of the month, paid coverage shall continue for two (2) months thereafter.
- After the benefit continuation provided for in subparagraph a. of this section, the laid off employee may continue participation in District benefit plans at their own expense through COBRA.
- Employees issued a layoff notice shall receive eight (8) hours of paid release time for seeking employment

21.7 Grievance Exclusion

The District and the CCE/AFT agree that any District decision to lay off, as well as its determination of a lack of work or lack of funds for such layoffs, shall be excluded from the provisions of Article 19 of this Agreement covering grievances.


# CCE Article 21 Layoff and Reemployment TA

Final Audit Report


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