

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

**TENTATIVE AGREEMENT
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

August 16, 2022

This tentative agreement between the Pasadena Area Community College District and the Pasadena City College Police Officers Association is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Contract between the parties.

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

ARTICLE 27
LAYOFFS

27.1 Whenever an employee covered by this Agreement is laid off for lack of work or lack of funds, affected employees shall be given notice of layoff ~~as follows: not less than sixty (60) days prior to the effective date of their layoff.~~

27.1.1 When classified positions must be eliminated as a result of the expiration of a specially funded program, the District shall notify the affected employee(s) in writing no later than sixty (60) days prior to any anticipated layoffs.

27.1.2 When classified positions must be eliminated due to a reduction in services or lack of funds other than those of a specially funded program, the Superintendent shall notify the affected employee(s) and Board of Trustees in writing not later than March 15th of the college year. The layoff shall proceed in accordance with Education Code Section 88017.

27.1.3 Notice of termination shall be given on or before May 15th of the college year with final notice of the Board's determination, unless extended by a continuance. The layoff shall be effective the last workday for that position of the college year. If the governing board of the community college does not give notice of termination as required by law, a permanent employee shall be deemed reemployed for the ensuing college year.

The order of layoff within the class shall be determined by the total number of hours worked. The employee, who has worked the least number of hours in class, plus higher classes, shall be laid off first. Re-employment shall be in reverse order of layoff so that employees with highest seniority shall be re-hired first. Hours worked shall not be interpreted to mean any service performed prior to entering into probationary status or to any hours worked on over-time. An employee cannot be laid off if a short-term employee is retained to render services that the employee is qualified to render.

27.2 All employees in an acting capacity shall be laid off first before any probationary employees are laid off.

27.3 Any probationary employee who had permanency in another class covered by this Agreement shall be returned to the class in which permanency was attained, replacing the

51 last person hired in that class with less seniority. All probationary employees in a class
52 shall be laid off before any permanent employee in the class is laid off.

53
54 27.4 **The order of layoff within the class shall be determined by the total number of hours**
55 **worked. The employee, who has worked the least number of hours in class, plus**
56 **higher classes, shall be laid off first. Re-employment shall be in reverse order of**
57 **layoff so that employees with highest seniority shall be re-hired first. Hours worked**
58 **shall not be interpreted to mean any service performed prior to entering into**
59 **probationary status or to any hours worked on over-time. The order of layoff of**
60 **permanent employees shall be the employee with the least number of hours worked**
61 **in class, plus higher classes, being laid off first.** Subsequent layoffs shall continue in
62 that order.

63
64 27.5 Employees laid off have displacement rights (which must be calculated for each
65 individual). The first right is to move into **a vacant position in the affected class. If there**
66 **are no vacancies, the next right is to move into** the position occupied by the employee
67 with the least seniority in class. If the person laid off is least senior in the affected class,
68 that person may displace into a lower class in which he or she had attained permanency,
69 displacing the least senior in the class.

70
71 27.6 A re-employment list shall be established and maintained for thirty-nine (39) months.
72 Names of employees laid off from the District shall be placed on the list in reverse order
73 of layoff. **Employees on disability leave of absence shall be merged into the list on**
74 **the basis of the total number of hours accrued at the time they went on leave.**
75 Employees who have accepted voluntary reduction in hours or classification shall have an
76 additional twenty-four (24) months (for a total of sixty-three (63) months) of reemployment
77 rights.

78
79 27.7 Employees on the reemployment list must be willing to accept reemployment in class
80 within five (5) days after notification of the offer. If the offer is declined, the next person on
81 the list shall be called. An employee may decline three (3) offers of reemployment. After
82 the third refusal, no additional offers need be made unless the employee requests, in
83 writing, that he or she wishes to be reactivated.

84
85 27.8 **When an employee accepts reemployment, a** ~~absences~~ **because of layoff shall be**
86 **considered as unpaid leave and shall** not constitute a break in service.

87
88 FOR THE COLLEGE DISTRICT

88 FOR THE ASSOCIATION

89
90 
91 Robert Blizinski (Aug 18, 2022 09:48 PDT)

90 
91 Michael DeSpain (Aug 18, 2022 13:32 PDT)

92 Robert Blizinski
93 Vice President, Human Resources

92 Michael DeSpain
93 POA President

94 
95
96 Brian Cummins
97 Director, Human Resources

98 
99
100 Joshua Taylor
101 District Counsel