

ARTICLE 12 LAYOFF AND REDUCTION IN TIME

A. GENERAL PROVISIONS

1. The University has the sole discretion to determine whether and when layoffs or reductions in scheduled work hours are necessary, the departments affected, and the duration of such actions in accordance with this Article.
2. Within thirty (30) days of ratification, the University shall provide the Union with the layoff units.
3. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give the Union advance notice of at least forty-five (45) days and upon request shall meet and discuss such proposed changes.
4. These provisions only apply to career non-probationary appointments as defined in Article 02 – Appointments.

B. DEFINITIONS

1. A layoff is an involuntary:
 - a. separation of an employee from employment as implemented in accordance with the provisions of this Article, or
 - b. reduction in the appointment rate of an individual employee.
2. For the purposes of this Article, seniority shall be calculated by full time-equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment is the “junior” employee.
3. Layoff Units
 - a. The University shall determine the layoff unit(s) at each location and which classifications are to be subject to layoff. The layoff units, once identified by the University, shall include all employees within a given classification at a location within the layoff unit.
4. Temporary Layoff or Reduction in Scheduled Work Hours

A temporary layoff or reduction in scheduled work hours is defined as a full or partial reduction in work hours or separation from employment for a definite period of time, not expected to exceed a cumulative total of one-hundred twenty (120) calendar days from the date of the layoff.
5. Indefinite Layoff or Reduction in Scheduled Work Hours

An indefinite layoff or reduction in scheduled work hours occurs when the reduction or separation has no defined end date.

C. NOTICE REQUIREMENTS

1. Temporary Layoff or Reduction – Employees subject to temporary layoff or reduction in time shall receive at least 15 calendar days advance written notice or pay in lieu of service. In the event of a temporary layoff, the employee will be provided the expected beginning and ending dates of the layoff.
2. Indefinite Layoff or Reduction – Employees subject to indefinite layoff or indefinite reduction in scheduled work hours shall receive at least sixty (60) calendar days' advance written notice. The University may pay up to thirty (30) days of the sixty (60) days' notice period in lieu of notice.
3. If a temporary layoff or reduction in time is to be converted to an indefinite layoff or indefinite reduction in time, the procedures for indefinite layoff or indefinite reduction in time will apply.
4. The University will provide the Union with a copy of the layoff communications provided to employees referenced in this Section.
5. In the event of an anticipated indefinite layoff of five (5) or more full-time equivalent (FTE) employees on the same effective date in the same layoff unit, the University will give forty-five (45) calendar days' notice to the Union prior to the effective date of the layoff. Upon timely request, the University and Union will meet with the goal of finding alternatives to layoff.

D. ORDER OF LAYOFF OR REDUCTION

1. If, in the judgment of the University, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels may be reduced in accordance with this Article.
2. Temporary Layoff or Reduction – An employee may be temporarily laid off or temporarily reduced in time irrespective of special skill, knowledge, or ability, seniority or classification.
3. Indefinite Layoff or Reduction – The order of indefinite layoff of career, non-probationary employees shall be in inverse order of seniority within a layoff unit.
 - a. With regard to indefinite layoff only, the order of indefinite layoff of career, non-probationary employees in the same classification within a layoff unit shall be in inverse order of seniority except that the University may retain, at its discretion, career, non-probationary employees irrespective of seniority who possess special knowledge, skills or abilities which are not possessed by other employees in the same classification, which cannot be learned in less than six (6) months, and which are necessary to perform the ongoing functions of the layoff unit. If an employee with less seniority is to be retained, the University shall notify the Union in advance of the layoff date and in writing of the special knowledge, skills and abilities which support the retention of the less senior employee.
 - b. Regardless of seniority, the department may elect to invite all bargaining unit employees in the same class within a layoff unit to volunteer for layoff. In that case,

the Union shall be notified of the invitation at the same time the invitation is transmitted to employees. The Union shall also be informed of the identities of volunteers before the layoff occurs.

E. ALTERNATIVES TO LAYOFF

1. The University may, at its discretion, offer an employee another career position at the same location for which the employee is qualified at the same or greater percentage of time and at the same or higher rate of pay.
2. Alternative options to layoffs, if any, not identified in this Article, may be discussed by the parties upon request by the Union. Such discussions shall not delay the scheduling and implementation of any layoffs.

F. REEMPLOYMENT FROM INDEFINITE LAYOFF OR REDUCTION

1. A career employee, upon receiving notice of an indefinite layoff or reduction in time, shall have recall rights and preferential reemployment status, unless they elect to receive severance pay per Section F.6 below.
2. Recall Rights – An employee with recall rights has the right to be recalled into any active and vacant career position for which the employee is minimally qualified when the position is in the same classification, same layoff unit, and at the same or lesser percentage of time as the position held at the time of layoff. Bargaining unit members will be recalled within their layoff unit in order of seniority, with the most senior returning first. Recall rights are for three (3) years from the date of layoff.
3. Preferential Reemployment – An employee with preferential reemployment status shall receive preferential consideration for any active and vacant career position when the position is at the same location, at the same or lower classification, and at the same or lesser percentage of time provided the employee is minimally qualified to perform the duties and responsibilities assigned to the position. First consideration for preferential rehire shall be given to employees who are on layoff status (not currently employed by the University) and who were laid off from the same department where the vacant position exists.
 - a. The time available to an employee for preferential reemployment is based on seniority as follows:
 - i. Less than five (5) years of seniority will have preference for reemployment for one (1) year from the date of layoff.
 - ii. At least five (5) years but less than ten (10) years of seniority will have preference for reemployment for two (2) years from the date of layoff.
 - iii. Ten (10) years or more of seniority will have preference for reemployment for three (3) years from the date of layoff.
4. Trial Employment Period – An employee who is recalled or rehired under preference for reemployment may, upon prior written notification, be required to serve a trial employment period of up to six months upon recall or rehire. An employee who is required to serve a

trial employment period may, at any time during the trial employment period, return to layoff status at the employee's or at the department head's discretion. Time spent in trial employment will not count against the period of eligibility for recall preferential rehire. Time on leave, with or without pay, is not qualifying service for the completion of the trial employment period.

5. Termination of Reemployment Rights

- a. An employee's rights to recall and preference for reemployment terminate when the employee accepts any career position and passes the trial employment period, if required.
- b. These rights also terminate if the employee refuses to be recalled, refuses a preferential job offer at the same or higher salary and same percentage of time, fails to respond to a written notice of an employment opportunity within ten (10) calendar days, refuses two (2) offers of employment for a career position at the same or higher salary and same percentage of time as the position held at the time of layoff, elects to receive severance pay in lieu of preferential rehire and recall rights, or resigns.

6. Severance Pay – A career employee who has received notice of indefinite layoff may elect, in writing, to receive severance pay in lieu of preferential rehire and recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. The University shall offer severance in lieu of preferential rehire and recall rights to all employees in the same layoff unit who receive notice for indefinite layoff. Severance pay shall be in accordance with the following:

- a. Payment – An employee who elects severance pay in lieu of preferential rehire and recall rights shall be paid a lump sum as follows:
 - i. An employee who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one week (5 workdays) of salary for each full year of service from the most recent break in service, up to a maximum of sixteen (16) weeks of base pay.
 - ii. Employees who are laid off following a reduction in time that occurred within sixty (60) calendar days of the layoff notice shall be eligible for severance on the basis of their percentage of appointment just prior to their reduction in time.
 - iii. This section shall not apply to temporary layoff or reduction in time.
 - iv. Failure to make an election as provided in Section F.5 will result in the employee receiving preferential rehire and recall rights and extinguish the right to severance pay.
- b. Repayment – An employee who has received severance pay under this provision and who returns to work in a career position with the University at the same or higher salary and same percentage of time as the position held at the time of layoff shall repay to the University the portion of severance pay received that exceeds the time the employee was laid off.

7. Continuity of Service

- a. Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service.
- b. Benefits and seniority accrue only when on pay status.
- c. Additional definitions can be found in Article 30 – Transfer, Promotion, and Reclassification, Section C.2.
- d. A layoff of one-hundred twenty (120) calendar days or less does not constitute a break in service.