

ARTICLE 22 LAYOFF AND RECALL SECTION 1. DEFINITION OF LAYOFF A. Layoff shall be defined as the reduction of the work force due to lack of work, lack of funds, or curtailment of programs. Layoff may result from departmental "reorganization," which shall mean the restructuring or redeployment of resources resulting from legitimate (demonstrated) economic and/or programmatic changes or needs resulting in the lack of work, lack of funds, or the curtailment of programs that are not and cannot be related to employee conduct or performance and shall not constitute discharge or termination for cause. The appointing authority agrees that no unit employee will be laid off in an arbitrary or capricious manner. Employees hired with a minimum commitment of thirty-five (35) weeks per year shall be laid off in accordance with their employment agreement. The terms of this Article shall not apply to employees paid from grant, contract, or institute funds. However, such employees shall receive a thirty (30) day notice of impending layoff unless a predetermined date for the end of employment has been established and shall be placed in the on-campus callback pool for two (2) years pursuant to Section G. The terms of this Article shall not apply to probationary employees. B. 1. The appointing authority agrees that it will hold a layoff meeting with the Association to discuss the impact of pending layoffs and to explore alternatives for laid off employees. Upon notification to the Association, if a meeting is requested to discuss the situation, it shall be held as soon as possible. Layoffs shall be conducted by job classification on the basis of the employee's campus seniority, provided the employee retained has the ability to perform the job. In the event of a layoff within a job classification, probationary employees, within that job classification, shall be laid off first with regard to their individual periods of employment. Non-probationary employees shall be next for being laid off. 2. In the event that there are full and part-time employees within a job classification in a department or area and it is determined that the department must reduce a full-time position to a part-time position, it shall proceed as follows: a. If a more senior employee works part-time, the department may require the part-time employee to either accept a full-time schedule or be laid off. b. If the more senior employee elects to accept the full-time schedule, the department shall then lay off the least senior employee in the job classification. c. The department may also elect to reduce or restructure the full-time schedule of the least senior employee in the job classification, pursuant to subsection M of this Article. C. 1. Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their campus seniority, in the reverse order from which they were laid off, provided the employee(s) recalled have the ability to perform the job. 58 2. Employees who would have been laid off, except that they exercised their options under Sections F and G, and accepted positions in lower graded classifications from the one they held before the layoffs, shall be recalled to available jobs in their classification in accordance with their campus seniority, in the reverse order from which they were laid off, provided the employee(s) recalled have the ability to perform the job. Said employees shall retain the right to be recalled for one (1) year from the date of their layoff. 3. An employee who has been laid off and identifies a position to which they are entitled to be recalled shall, within five (5) days of identifying such positions, notify the Division of Human Resources, who shall review the position and, if it meets the criteria set forth in this section; award the position to the laid off employee. D. Layoff in excess of three (3) continuous months shall not be credited or accrued towards seniority for any purpose. Employees whose layoff result in their going "off payroll" may request the Division of Human Resources to retain accrued vacation credits, without paying out accrued vacation, for up to one hundred and twenty (120) days from the actual date of layoff. A laid off employee, who returns to employment, shall have their

sick leave credits at the time of layoff, as well as personal leave credits, restored. However, if they are on layoff through the end of the calendar year, they shall be entitled to a personal day accrual that is the same as a newly hired employee on that date. E. Employees to be laid off will be notified of such layoff in writing, as soon as practicable, but in no event less than thirty (30) calendar days prior to the layoff.

The Association will be sent a list, from the appointing authority, of the employees being laid off at the same time as the written notices are given to the employees. The University will provide, within five (5) calendar days, the Form 30s and other information necessary for an employee scheduled to be laid off

to make an informed decision on bumping options. F. At the same time as the University notifies the Association of the layoff, the University shall compile the following information which shall be provided

to the Association with said notice: 1. The name, state title, working title, salary grade or level and seniority date of the employee(s) facing layoff. 2. The names and seniority dates of all other employees in the organization who have the same title. 3. The names and bargaining unit affiliation of the employee(s) who will take over the work, and whether the work will be outsourced, or a CC/03

employee who will be hired to cover the task. 4. The reasons for the layoff; i.e. loss of grant funding, reorganization, cut in state funding, need to reallocate funds or other factors. 5. The proposed effective

date of layoff. 59 G. In the event an employee is scheduled to be laid off, or is on layoff status, as set forth in Article 22, and there exists a vacant position in the bargaining unit which has been certified for filling in an equal or lower-graded classification, provided the employee can perform the work, campus seniority shall prevail in permitting such an employee to fill such position. Any employee, in such category, shall have their name forwarded for any vacant position prior to Article 17 being applicable.

An employee may refuse an interview offered in accord with this provision and continue to have their name forwarded. An employee, who is offered a position through this process and declines it, shall not continue to have their name forwarded. Should the University fail to inform an employee of their rights under this Article 22, Section G within ten (10) days from the date of the notice of layoff, the employee's lay off date shall be extended one day for each day the University fails to meet its obligation.

H. If after forty-five (45) days of being referred to vacancies in accord with Article 22, § G, an employee has not secured a position at the University they may choose one (1) of the following options. During this period of time the employee shall be designated to "unpaid leave of absence." Option #1. In the

event a non-probationary employee is scheduled to be laid off, they may elect to receive a severance payment which shall constitute one (1) week of pay for each year of service to a maximum payout of thirty (30) weeks. An employee electing a severance payment shall not be entitled to use the processes

described in Article 22. Or Option #2. a. An employee scheduled to be laid off from a unit position shall first seek to bump one (1) of the three (3) least senior individuals in his/her current classification. If there is no position available or if the bump is denied, he/she may next seek to bump one (1) of the three (3)

least senior employees in a lower graded position he/she has previously held on campus. If that position is unavailable or the bump is denied, he/she may seek to bump one (1) of the three (3) least senior employees in a position where the regular duties of the position are basically similar to the normal

requirements of the employee's present position. An employee denied bumps three (3) times shall be deemed terminated. b. (1) If the position of the least senior employee is a part-time position, the full-time employee to be laid off may elect to accept the part-time hours. (2) A part-time employee whose

position is to be eliminated, who elects to bump into the position of the least senior employee, must be willing and able to accept the hours of the position into which they seek to bump. c. For purposes of this

Article, the regular duties of a position are those listed on the Form 30 for that position, provided the duties described on the Form 30 do not exceed the level, tenor, and complexity of the state specification. 60 I. When an employee returns to employment with the University in the same title or an equivalently graded title, either through the subsection (G) of this Article or recall, the employee shall be placed at the same step in grade as they held at the time of layoff. J. In the event of layoff, the Division of Human Resources shall make every reasonable effort to obtain preferential treatment during the layoff period for the affected employee(s) in enrolling them in training courses offered by the University. K. Notwithstanding their position on the seniority list, Association stewards, in the event of a layoff, shall be offered the first open job in the bargaining unit, which they can perform in their specific district. Notwithstanding their position on the seniority list, eleven (11) Association officials, including the grievance officer, chief stewards and the most senior stewards shall continue to be employed at all times in the event of a layoff, provided they can perform the duties of any available bargaining unit positions. L. Any grievance filed, pursuant to Article 22 concerning a layoff, may be filed at Step 3 and if unresolved at that step may be referred to arbitration under that agreement by the Association. M. If the University determines that a total layoff could be avoided by reducing a position's percent of time or the number of weeks of guaranteed employment, the University shall offer such a position to the affected employee according to the terms and conditions as set forth below. 1. An employee, who has received a layoff notice and whose position has been determined by the University to be possibly restructured by reducing the position's percent of time or the number of weeks of guaranteed employment, shall be notified of such possible restructuring at least thirty (30) calendar days prior to the implementation of the restructuring. Said employee's effective date of layoff shall not occur prior to the effective date of hire of the restructured position. 2. Notification to the employee of the possibility of a restructured position shall be in writing and copied to the Association. The notice shall include a proposed schedule, work hours, and the number of weeks of the restructured position. Said notification shall be a separate letter from the layoff notice. 3. Upon request, the University shall meet with the Association within ten (10) calendar days of receipt of notice for a consultation meeting on the proposed restructured position. Discussions between the department and the employee regarding the restructured position shall take place after the consultation meeting between the University and the Association. 4. The employee, given notice by the University of the proposed restructuring, shall be given released time to meet with the Association and the department to discuss the details of the restructured position. After such discussion with the employee, the department shall decide to either offer the employee the proposed restructuring as originally presented or to offer the employee a modified version. In either case, the offer to the employee of the restructured position shall be in writing and forwarded to the employee and the Association by the Labor Relations Office. 61 5. The employee shall have ten (10) calendar days from receipt of the department's written offer of the restructured position to inform the University that he/she accepts or declines the restructured position. 6. The parties agree that an employee who has accepted the restructured position shall have Article 22, Section G rights for two (2) years from the effective date of layoff. Said employee shall waive any rights under Article 22, Section C. 7. The parties agree that should the restructured position be made a higher percentage of time or full-time and/or full year, there shall be no obligation to post that position if the employee accepts the restructured position. In that circumstance, said employee's time shall be increased accordingly. 8. If the employee does not accept the restructured position, said employee's

layoff shall proceed in accordance with Article 22. 9. At the Association's request, a labor management meeting shall be held to re-examine an employee's restructured schedule in order to assess returning the employee's schedule to the status quo ante. 10. Any restructured position shall be a minimum of thirty-five (35) workweeks per year. No restructured position shall be less than 18.75 hours per week.