

ARTICLE 13 LAYOFF

A. DETERMINATION

The University, at its sole non-grievable discretion, shall determine when emergency, temporary, or indefinite layoffs are necessary.

B. DEFINITIONS

1. A layoff is an involuntary separation of a non-probationary career employee from employment.
2. An emergency layoff is one for which the need occurs suddenly, and shall not affect an individual employee longer than fifteen (15) days.
3. A temporary layoff is one for which the University specifies an affected employee's date for return to work of not more than one-hundred and twenty (120) calendar days.
4. An indefinite layoff is one for which the affected employee receives no date for return to work.
5. 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.

C. SELECTION FOR LAYOFF

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 will be reduced in accordance with this Article.
2. The order of layoff of employees shall be in inverse order of seniority, except that the University may retain, at its discretion, employees irrespective of seniority who possess special skills, knowledge, or abilities which are not possessed to the same degree by other employees in the same class and which are necessary to perform the ongoing function of the department/division.

D. NOTICE

1. When the University determines that a temporary layoff is imminent, it shall give FUPOA such advance notice as is reasonable under the circumstances. The notice shall describe the general areas which may be affected.
2. When the University selects particular members of the unit for layoff, it shall give individual notice to each employee of the effective date of the layoff. Advance notice will be provided as follows:

a. Temporary Layoff:

When the University identifies particular employees to be affected by a temporary layoff, it shall give the individual employee written notice of the expected beginning and ending dates of the temporary layoff as follows:

- 1) The University shall give fifteen (15) calendar days notice of the expected beginning and ending dates of the layoff to the affected employee.
- 2) If less than fifteen (15) calendar days notice is given, the affected employee shall receive straight-time pay in lieu of notice for each additional day the employee would have been on pay status, had the employee been given fifteen (15) calendar days notice. Pay in lieu of notice is provided for reductions in appointment rate only up to the employee's pre-layoff appointment rate.
- 3) For conversion from temporary layoff to indefinite layoff, the University shall give fifteen (15) calendar days notice.
- 4) If the ending date of the temporary layoff is changed, the University shall give the affected employee such advance notice as is practicable. The employee shall return to work on the date provided in the notice. The employee shall make every reasonable attempt to return to work on the date provided above and will notify the University in advance if unable to do so. The University and the employee shall attempt to establish a mutually agreeable return date. If, due to operational considerations, the University cannot accommodate the employee, he/she will be considered to have resigned effective on the date provided in the notice above.
- 5) Notice of a change in temporary layoff dates does not invoke the pay in lieu of notice provisions of this Article.

b. Indefinite Layoff:

For an anticipated indefinite layoff, the University shall give 30 calendar days notice, if feasible. If less than 30 calendar days notice is given, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status to a maximum of 30 calendar days. Upon receipt of written notice of layoff, an employee may schedule an appointment with the designated campus representative who will inform the employee regarding benefit continuation.

c. Emergency Layoff:

An emergency layoff requires no advance notice. Where an emergency layoff has occurred, the University shall notify FUPOA as soon as is reasonable under the circumstances.

3. The University shall notify FUPOA within a reasonable time after it notifies employees that they are to be laid off. To the extent possible, such notice will be concurrent.
4. In the event of an anticipated layoff of five or more full-time-equivalent (FTE) employees on the same effective date, the University will, to the extent possible, give 45 calendar days notice to FUPOA. When such notice is provided regarding the layoff of five or more FTE, the campus will, upon receipt of a timely written request from FUPOA, meet with FUPOA to discuss the layoff.

E. ALTERNATIVES TO LAYOFF

1. Emergency Layoff:

In the event of an emergency layoff, the University may attempt to avoid the layoff or ease its impact by:

- a) Scheduling the use of compensatory time off; or
- b) Offering affected employee(s) the opportunity to voluntarily use accrued vacation time or take a leave without pay.

Such alternatives to emergency layoff may be provided in accordance with the needs of the University. If, however, after seeking alternatives, the University determines the need to layoff employees continues to exist, the emergency layoff shall be implemented.

2. Temporary Layoff:

The University may attempt to avoid a temporary layoff, or to ease its impact, by implementing the following alternatives:

- a) Scheduling the use of compensatory time off; or
- b) Offering the affected employee(s) the opportunity to use accrued vacation time.

3. Indefinite Layoff:

The University may ease the impact of the indefinite layoff by offering the use of accrued vacation and/or compensatory time off, in accordance with the needs of the University.

F. RECALL

- 1. A non-probationary career employee who is laid off shall be recalled in order of seniority to an active, vacant career position in this unit at the campus from which the employee was laid off.
- 2. In order to be recalled to such active, vacant career position, the employee must, as determined at the sole, non-grievable discretion of the University, be qualified to perform the duties of the active, vacant career position.
- 3. Employees who are eligible for recall and have less than five (5) years seniority, shall retain recall eligibility for one (1) year. Employees who are eligible for recall and have five (5) or more years seniority, shall retain recall eligibility for two (2) years.

4. Recall Termination:

The right to recall terminates at the end of the period of eligibility described in Section F.3. above, or if an employee:

- a) Fails or refuses within ten calendar days to respond affirmatively to University inquiries concerning the employee's desire to return to work. The ten calendar day response period shall begin immediately upon personal notice or ten calendar days from the date written notice is postmarked; or
- b) Refuses a recall to work; or

- c) Accepts recall in any previously held career position at a lower salary level.

G. CONTINUITY OF SERVICE UPON REEMPLOYMENT

Reemployment in a career position within the period of right to recall provides continuity of service and continuation of previously accrued seniority. However, seniority and benefits accrue only when an employee is on pay status.

H. BENEFIT COVERAGE

See Article 16 - University Benefits.

I. SUBCONTRACTING

When feasible, the University shall at least 60 calendar days prior to the commencement of work by a contractor inform FUPOA regarding the subcontracting of all or any portion of any operation which results in the layoff of a paid police officer position.

- J.** In the event an alleged violation of this Article with regard to notice is grieved/arbitrated, notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make the employee whole for the number of days the notice was deficient. In no case shall such amount be calculated for a period of greater than thirty (30) calendar days.