

# Summary of Layoff Procedures

For SEIU Units A&B, AFSCME, USA/MTA, IBPO and Non-Unit Staff

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## FOR ADDITIONAL INFORMATION CONTACT:

Labor Relations Office	Personnel Office
Division of Human Resources	Division of Human Resources
330 Whitmore Administration Building	330 Whitmore Administration Building
Telephone (413) 545-2736	Telephone (413) 545-0380

For information on Faculty Layoffs contact Susan Pearson, Associate Provost for Development and Faculty Relations. For information on Graduate Employee layoff contact Susan Chinman in the Provost's Office

When lack of work, reorganization, lack of funding or any other cause not related to employee conduct or performance causes the University to separate employees, that action falls under the layoff provisions of the various Collective Bargaining Agreements as well as the non-unit Reduction in Force policy. Because reduction in force is a mandatory subject of bargaining, we have negotiated provisions covering layoffs in all our collective bargaining agreements. These provisions eliminate the need for the University to negotiate how to lay off employees each time layoffs occur. However, it does not eliminate our obligation to bargain the impact of layoffs and alternative approaches to saving money that might reduce or avoid layoffs. When choosing to layoff an employee, who is in a bargaining unit, it is necessary for the Labor Relations Office to notify the Union. For this reason, prior to informing a unionized employee they will be laid off, inform the Labor Relations Office so it can send appropriately timed notices to the Union.

In this summary you will find an overview of the steps and notice periods, an annotated version of the language in the various agreements and some sample letters giving notice of layoff. The Labor Relations Office at 5-2736 is charged with helping you to work through this process. Please feel free to contact us.

**STEP 1--Determine Cause:** Legitimate reasons for layoff(s) includes budgetary constraints, lack of work, and/or departmental reorganization. Be prepared to identify the reason(s) for the layoff(s) and to present data/information supporting said reason(s).

**STEP 2 Notice:** Each Union Agreement calls for a different notice period prior to a layoff becoming effective. The notice periods are as follows:

AFSCME	Not less than fifteen (15) <u>working</u> days.
USA/MTA	Not less than thirty (30) <u>calendar</u> Days.
SEIU, Units A&B	Less than two years of service: at least thirty (30) <u>calendar</u> days; Less than five years but two or more years of service: sixty (60) <u>calendar</u> days; Five or more years of service: ninety (90) <u>calendar</u> days;
IBPO, Units A&B	no specified time period.
Non-unit	Sixty (60) Days minimum notice.

The form of the notice varies according to unit. For example, our practice with SEIU members has been to send two letters. Sample letters for those notices are attached to this document. Employees will normally be paid their salaries until the end of the notice period unless severe financial circumstances

justify otherwise.<sup>1</sup> All layoff letters and notices should be copied to the employee's permanent Human Resources Personnel file (Whitmore), the appropriate Union, and the Labor Relations Office. As stated before, the Labor Relations Office should be contacted before any layoff notice is sent to the employee. AFSCME and the SEIU Unit B contract provide for Union notice fifteen days prior to the pending layoff being announced to effected employees. The Labor Relations Office administers bumping and provides all notice to Unions.

When notice is given employees should be offered the *Leaving Employment @ UMass Amherst Information for Employees* Handbook available from Human Resources and they should be counseled to contact Human Resources Benefits to consider pension and COBRA matters. We all recognize that layoff is a traumatic experience for employees and anything you can do as a supervisor to assist them in getting their questions answered or seeking new employment will be very helpful to easing this unhappy experience.

**STEP 3—Meeting:** Prepare to accompany Labor Relations to a Labor-Management meeting on this subject with the affected employee's Union<sup>2</sup> representatives.

**STEP 4—Personnel Action Forms:** Prepare all needed paperwork including personnel action forms to effectuate the layoff. Please consult with Human Resources if you have any questions about these forms. Classified employees should make sure they have visited the Employment Office and have current applications for vacant positions. Professional Staff should watch the professional vacancies carefully. All the Union Agreements call for some degree of bumping of less senior employees by more senior employees if there are layoffs. Even Departments not laying anyone off may find their work forces affected by bumping. We will try to provide as much notice as possible concerning upcoming bumping, but you should be prepared for this eventuality. Please note all Union contracts have some form of preference for laid off employees filling vacancies.

## Reductions in Time and Work Years

The Trustee policy describing forty-three week employment contracts for exempt (professional) staff and the campus policy for thirty-five week minimum contracts for non-exempt (classified) employees both prohibit involuntarily changing fifty-two week employees to forty-three week or thirty-five week minimum employees. The only way to convert a fifty-two week employee to thirty-five weeks or forty-three week in AFSCME, SEIU, Unit B and IBPO would be to layoff a full-time employee and post for a part-time employee offering the laid off employee recall to the full-time position.

However, the SEIU, Unit A (exempt) contract and an agreement received by USA/MTA and the University provide for a method to reduce the work year from 52 week to 43 weeks or a minimum of 35 weeks, respectively. In AFSCME, an employee may not be reduced to 35 weeks. No involuntary change in work year should occur, except where you have spoken to the Labor Relations Office in advance of making the change. In addition, the contracts and practice require the appropriate union should be included before taking action. In considering taking the action of involuntarily moving a classified employee to 35 week contract, please recall that University policy requires the department of a 35 week minimum employee to carry health insurance during the period of non-responsibility. Similar

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<sup>1</sup> These extreme circumstances should not be relied upon to give shorter notice; notice should be for the period specified in the applicable policy or collective bargaining agreement.

<sup>2</sup> These meetings may not be necessary in the face of widespread cuts and layoffs, but you should assemble and have ready data to support your action. It is the Union's choice, not the University's to not meet.

considerations apply to moving an employee to part-time status, however, in the case of USA/MTA and AFSCME you will need to follow the layoff process and advertise the less than fifty-two week position as a vacancy. The incumbent may, if they can, be moved into an open part-time position which was created to provide the function formerly provided on a full-time basis on a part time basis or through a reduced work year. The whole issue of converting positions to less than fifty-two week contracts is a complex one and the Labor Relations office is available to help you determine the feasibility of such approaches.

## SUMMARY

Layoff is a traumatic event for employees and supervisors. Try to set aside time to listen to employees facing layoff. The employee is the responsibility of the department through to the actual effective date of their separation. The department should try to provide any support it can to assisting that employee in that period in addition to any the University is able to provide centrally. We are all tempted to avoid the painful, such as talking to and working with an employee already informed of their layoff. Please try to avoid this tendency and stay engaged with the employee in this difficult time. Remember the Union has a legal role in this process. The processes outlined in this document are designed to help you cope with the policy and contractual mandates for laying off employees. The supervisor is responsible for working with Human Resources to make the process as humane as is feasible in such a circumstance. Benefits in Human Resources stands ready to address questions about pension, health insurance and other issue of leaving employment. We have training services on campus as well as staff who can find outside training sites which can help in finding new employment. Please call this office and other Human Resources offices if you have any questions.



	<b><i>NOTICE TO EMPLOYEE</i></b>	<b>NOTICE TO UNION</b>	<b>NOTICE TO LABOR RELATIONS</b>	<b>BUMPING</b>	<b>SENIORITY DEFINITION</b>	<b>PAYOUTS</b>
SEIU UNIT A PROFESSIONAL Article 13	2 or fewer service years: 30 calendar days more than 2, but less than 5 years: 60 calendar days 5 or more years: 90 calendar days	Labor Relations will notify Union at the same time the employee receives notification	YES, prior to notice to employee as much advance as possible	Must have more than 5 years service to bump--cannot bump employees with more than 8 years of service	Continuous employment since last date of hire or rehire. O3/CC service can be added if employee requests to HR Director	Vacation up to 40 days plus current calendar year accrual
SEIU UNIT B CLASSIFIED Article 14	2 or fewer years: 30 calendar days 2-5 years: 60 calendar days 5 or more years: 90 calendar days	Labor Relations will notify Union at the same time the employee receives notification	YES, prior to notice to employee as much advance as possible	Least senior employee in an equal or lower graded position. More than 20 years service cannot be bumped	Length of full time equivalent service as full time or regular part-time employee regardless of source of funds since last date of hire by University	Unused vacation Unused compensatory time
USA/MTA Article 22	Not less than thirty (30) calendar days	Labor Relations will notify Union at the same time the employee receives notification	YES, prior to notice to employee as much advance as possible	YES, by seniority--similar positions can choose among three least senior to bump--own classification first	Length of full time equivalent service as full time or regular part-time employee regardless of source of funds since last date of hire by University	Unused vacation to a maximum of 35 days Unused compensatory time
AFSCME Article 20	Not less than fifteen (15) work days	Labor Relations will notify Union at the same time the employee receives notification	YES, prior to notice to employee as much advance as possible	YES, bump into position held by equal or lower graded employee who has least seniority & Mgt. determines can do job	Length of full time equivalent service as full time or regular part-time employee regardless of source of funds since last date of hire by University	Unused vacation to a maximum of 45 days Unused comp. time
IBPO Article 20	No specific notice period	Notice by Labor Relations as soon as feasible--notify union and meet as soon as possible	YES, prior to notice to employee as much advance as possible	YES, by seniority within unit--no restrictions	Length of full time equivalent service as full time or regular part-time employee regardless of source of funds since last date of hire by University	Unused vacation to a maximum of 35 days Unused comp. time
NON-UNIT Workforce Reduction Policy	Sixty (60) calendar days	N/A.. However, Vice Chancellor must receive written approval from Chancellor before effecting layoff notice.	N/A. Instead, notify Assistant Vice Chancellor for HR at the same time as employee.	None	N/A. Decisions about who to lay off are based on function, not Seniority.	Unused VAC time amount depends on hire date. Classifieds may also claim unused OT comp. time
GEO Article 27	Contact Labor Relations Specialist, Susan Chinman, in the Provost's Office at 5-6228					

## APPENDIX

### ANNOTATED REDUCTION IN FORCE LANGUAGE FROM UNION AGREEMENTS

Original Text in Times New Roman Font

Annotations in Comic Sans Font

*SEIU—Unit A (professional):*  
**ARTICLE 13**  
**LAYOFFS**

#### Section 13.1 Preface

The parties recognize that promoting racial and cultural diversity within the University community enhances the University and is consistent with its mission as an institution of higher learning. The parties also recognize that all employees have the equal right to be free from discrimination based upon race, national origin, sex, sexual orientation, age, religion, veteran status, or handicap. The parties further agree that a layoff shall be implemented consistent with and in consideration of all appropriate state and federal statutes prohibiting discrimination.

If the University determines that a layoff could be avoided by reducing a position's percent of time or the number of weeks of guaranteed employment, the University may offer such a restructured position as a voluntary option to the affected person prior to invoking the terms of this article. The University must notify the Union prior to any discussion with the affected person, and a Union representative must have the opportunity to be present when the option is presented to the affected employee. The employee will have five (5) working days to respond to such an offer. If the employee rejects such an offer and is subsequently laid off, all other sections of this article will apply.<sup>3</sup>

#### Section 13.2 Definition

- A. Layoffs shall be defined as follows:
1. Termination by the Employer/University Administration of a state funded or trust funded bargaining unit member due to a lack of funds or a lack of work.
  2. A grant-funded bargaining unit member's functional job or position is terminated due to a lack of funds or lack of work.
  3. A state-funded or trust-funded bargaining unit member explicitly hired for a specific project with a specified duration completes that stipulated project.
- B. Bargaining unit members laid off in accordance with Section 13.2, A.2 and Section 13.2, A.3 shall not have Voluntary Reassignment (13.6) or Consultation Period (13.3) rights under this Article. Such members will be covered by the remaining provisions of Article 13 of this Agreement.
- C. No bargaining unit member shall be laid off in an arbitrary or capricious manner.

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<sup>3</sup> This offer can be made before or after notice of layoff is given. Professional staff cannot have their 52-week contracts *unilaterally* changed to 43-week contracts.

Section 13.3 Consultation Period

- A. The Employer/University Administration retains the exclusive right to determine the need for a layoff, the effective date of the layoff (subject to the express conditions of this agreement), the programs to be affected, the positions to be reduced, and the bargaining unit members to be laid off.
- B. If the Employer/University Administration determines that layoffs may be necessary because of lack of funds or lack of work, the Employer/University Administration shall notify the Union in writing of the reasons for the anticipated layoff and the area(s) proposed for the layoffs. At this time the Employer/University Administration will also notify any employees likely to be affected of the possibility of individual layoffs. The Employer/University Administration will provide a minimum of fifteen (15) calendar days, with extensions possible by mutual agreement, for consultation with the Union unless the Employer/University Administration's determination of the need for a layoff is due to a condition beyond the control of the Employer/University Administration. During this period, if it so requests, the Union, with a committee no larger than three (3) members, is entitled to meet with the Employer/University Administration to review the relevant financial or other data necessitating the layoff and to explore possible options to avoid the layoff. Upon the Union's request, the University will supply available statistical and financial data relevant to the layoffs. **This consultation notice and the notice to individuals should go out simultaneously from the Labor Relations Office and the Department.**

Section 13.4 Notice to Bargaining Unit Members

- A. If the Employer/University Administration determines after the above consultation period that a layoff is still necessary, the Employer/University Administration shall submit to the Union a final list of employees being laid off; the departments involved; the number of affected positions; and the duration of the layoff. The Employer/University Administration shall also notify affected bargaining unit members that they have been targeted for layoff and shall give the date of layoff if written notice has not previously been provided with the effective date of layoff.
- B. The Employer/University Administration shall provide a thirty (30) calendar day notice before bargaining unit members are laid off. Except in extreme financial circumstances, the following notices shall be given:
  - Years of Service Calendar Days
  - 2 years but less than 5: 60 days
  - 5 years or more: 90 days
- C. The written notice of layoff shall advise the bargaining unit member of the date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The notice shall also state that the layoff is not related to the bargaining unit member's performance. A letter to that effect shall be provided to the bargaining unit member. **Many executive areas have provided two letters to meet this requirement. Samples of such letters are attached.**

- D. Once notice is given, the Employer/University Administration and the affected bargaining unit member, by mutual agreement, may abbreviate the length of the previously given notice period by agreeing to a lump sum payment of fifty (50) percent of the bargaining unit member's weekly salary for each week that the previously given notice is shortened.

#### Section 13.5 Order of Layoffs

- A. Within departments/programs in which layoffs take place, temporary employees shall be terminated before any bargaining unit members are laid off. A temporary employee, for this purpose, shall be defined as an employee who has been employed for less than one (1) year and who is filling the position of a bargaining unit member on an authorized leave.
- B. If the Employer/University Administration decides to reduce in number, within a department/program, state and/or trust-funded positions whose essential job duties and functions are, in the judgment of the supervisor, interchangeable, seniority shall prevail in determining the bargaining unit member or members who shall remain. **It is important to note that should a department determine that a position is not interchangeable there may be a challenge to the Supervisor's judgment, especially if that determination is not based on obvious differences. Our decisions should be based on position descriptions and other clearly documented differences.**  
If the funding source for a grant or contract cuts back funding or funding within a grant or contract is otherwise reduced and the Employer/University Administration decides that layoffs are necessary to reduce in number positions whose essential job duties and functions are, in the judgment of the supervisor, interchangeable, seniority shall prevail in determining the bargaining unit member or members who shall remain.

#### Section 13.6 Voluntary Reassignment

- A. A bargaining unit member with five (5) or more years of service who is targeted for layoff shall be entitled to the option of voluntary reassignment under Section 13.6, B below to a vacant and available position or to a position which is occupied by a bargaining unit member who has less than eight (8) years' seniority and less seniority than the targeted individual. The targeted bargaining unit member must be qualified and able to fill the position after a brief period. There shall be no voluntary reassignment into or out of grant-funded positions. **This is the bumping language of the SEIU Unit A Agreement. Note employees with more than eight (8) years of service are immune from bumping regardless of the seniority of the person being laid off.**
- B. 1. The Employer/University Administration may choose to identify within the bargaining unit member's MBU (Major Budgetary Unit) two (2) bargaining unit positions which are vacant and available or whose occupants have less seniority. In the case of positions that are currently occupied, they must be of the same or lower grade level as the position held by the person seeking voluntary reassignment. After a meeting with the bargaining unit member to discuss his or her employment history, qualifications, and abilities, the

Employer/University Administration may offer these positions to the bargaining unit member. The Employer/University Administration will endeavor to offer positions within County Extension, which are as close as possible to the bargaining unit member's current location. **This identification is done by the Labor Relations Office in discussions with the Executive area, though in most circumstances the University has declined to identify positions.**

2. If the Employer/University Administration does not choose to identify two (2) positions within the MBU or the bargaining unit member rejects a position offered within the MBU, the Employer/University Administration shall provide to the bargaining unit member a list of bargaining unit positions whose occupants have fewer than eight (8) years' seniority within the executive area and the working titles and seniority of bargaining unit members filling those positions. The list will also include vacant and available positions. Upon the request of the bargaining unit member, the Employer/University Administration shall provide the up to date job descriptions/position descriptions of those positions on the list for which the bargaining unit member believes, from a review of the working titles, that he or she may be qualified. The bargaining unit member may then identify for voluntary reassignment one (1) such position with equal or lesser responsibilities and whose occupant has less seniority or one (1) vacant and available position. After meeting with the bargaining unit member to discuss his or her employment history and his or her qualifications and abilities, the Employer/University Administration shall determine whether the bargaining unit member meets the qualifications for the position identified, and, if he or she does, shall offer the position to the bargaining unit member.

If two or more bargaining unit members targeted for layoff select the identical position for voluntary reassignment, and are found to meet the qualifications for the position, then the most senior employee shall be offered the position.

3. If the Employer/University Administration decides to reduce a position's responsibilities and duties, that restructured position may be included among the positions within the MBU offered to the bargaining unit member. This provision will be utilized only in rare instances and after prior notification to the Union.
- C. The bargaining unit member offered two (2) positions within the MBU must exercise voluntary reassignment to one of the positions offered. If the bargaining unit member fails to exercise his or her option of voluntary reassignment, he or she shall be laid off in accordance with the notice already received. Each bargaining unit member shall be allowed up to three (3) working days to decide on whether or not to exercise his or her option. These days shall be counted from the first day that the bargaining unit member is advised what positions are available to him or her.

A bargaining unit member who is not offered two (2) positions within the MBU or who rejects a position offered within the MBU has two (2) working days from the date on which he or she is given the list of positions within the executive area to request job descriptions/position descriptions and three (3) working days from the date on which the descriptions are provided to identify a position for which the bargaining unit member believes he or she is qualified.

- D. A bargaining unit member who exercises his or her option to voluntarily reassign to a position that is not equal to the position he or she is being laid off from shall receive the salary of the offered

position commensurate with its duties and responsibilities, working title, and appointment basis. If the new position is the same percentage of appointment and the same grade level as the one held by the bargaining unit member at the time notice of layoff is given, the targeted bargaining unit member shall receive the salary of the bumped unit member provided that the new salary does not represent a) an increase in salary, b) a decrease of more than 10% of the salary being earned by the targeted bargaining unit member immediately prior to the bump. Only in circumstance b) will the salary ever be greater than that of the bumped unit member, and in that case it will be established at 90% of the targeted unit member's salary immediately prior to the bump.

If the new position is the same percentage of appointment but a lower grade level from the one held by the bargaining unit member at the time notice of layoff is given, the targeted bargaining unit member shall receive the salary of the bumped unit member provided that the new salary does not represent a) an increase in salary, b) a decrease of more than 20% of the salary being earned by the targeted bargaining unit member immediately prior to the bump. Only in circumstance b) will the salary ever be greater than that of the bumped unit member, and in that case it will be established at 80% of the targeted unit member's salary immediately prior to the bump.

If the percentage of appointment is different in the new position the maximum percentage stated above may be exceeded to correspond with the new percentage. An equity increase may in some cases be warranted, but would occur only after the targeted bargaining unit member has assumed the duties of the new position at the salary as described above.

- E. The occupant of a position to which the bargaining unit member has exercised reassignment shall receive at least thirty (30) calendar days' notice of layoff. The bargaining unit member reassigning into the position shall not occupy the position until its occupant has been laid off, except that the bargaining unit member reassigning into the position shall not be off the payroll for more than ten (10) working days after his or her original termination date.
- F. Voluntary Reassignment Outside the Executive Area

If a bargaining unit member targeted for layoff occupies a position that is the sole, unique position in the executive area and there exists, in another executive area, a substantially equivalent bargaining unit position or vacancy certified for filling, in job title and function whose occupant has less than eight (8) years' seniority and less seniority than the bargaining unit member targeted for layoff, that bargaining unit member may request that his or her Vice Chancellor first certify that his or her position is the sole, unique position in the executive area and then ask the Vice Chancellor in the other executive area to evaluate the bargaining unit member's qualifications for the substantially equivalent position. After receiving a recommendation from the department head or supervisor to whose unit the substantially equivalent position belongs, the Vice Chancellor of the other executive area shall make a decision whether or not the targeted bargaining unit member is qualified for the position. If the Vice Chancellor decides that the bargaining unit member is qualified, the Vice Chancellor shall offer him or her the position, and the occupant of the position shall be laid off, as provided for in Section 13.6.E. The provisions of Section 13.6.E on occupying the new position shall also apply. The decision of the Vice Chancellor is final and is not subject to the hearing procedure or appeal procedure of this Article.

This Agreement does not prohibit the Union and the University, with the affected employee's consent, from agreeing to a severance payment for an employee facing layoff. If such a severance payment is agreed to, the employee receiving such payment shall have no bumping rights. **It is difficult to see how severance payments can be made when budget issues rather than programmatic or restructuring issues occasion layoffs.**

#### Section 13.8 Recall Rights

- A. In recognition of the benefit that re-employment of bargaining unit members may bring to the continued future operations of the institution, a recall procedure shall be established as follows. Recall rights do not apply if an individual has exercised voluntary reassignment except as provided in 13.7, C below.
- B. Bargaining unit members who are laid off shall have recall rights to the campus for a period of three (3) years from their date of layoff. They shall have recall rights to:
- their former position, if re-established, or if it becomes vacant and available;
  - to a vacant and available position the most significant portion of which has been reconstituted or restructured from their former position;
  - to a vacant and available position they may formerly have held, if they held it in a competent manner, and if it is the specific, exact position they held.
- C. A bargaining unit member who has exercised voluntary reassignment to a new position shall have recall rights to his or her specific former position, should that former position be re-established, for a period of thirty (30) calendar days following the date on which he or she occupies the new position.
- D. Upon written request to the Employment/Recruitment Office, the laid-off bargaining unit member shall be sent for one year announcements of vacant professional staff positions to be filled at the Campus. This period may be extended for an additional year upon written request from the bargaining unit member, submitted one month before the end of the initial one year period, and for a third year upon submission of a similar request submitted one month before the end of the second year. For Cooperative Extension bargaining unit members, upon written request to the Dean of the College of Food and Natural Resources announcements shall include announcements of Cooperative Extension openings received by the Dean.

#### Section 13.09 Out-Placement Services

The Employer/University Administration shall make every reasonable effort within budgetary constraints to make available to laid-off bargaining unit members, prior to their termination date, the following services: workshops on career changes, including stress management, identifying career alternatives, and building job search skills; job and career advising; and information on benefits. Upon request, the Employer/University Administration shall provide, for a period of ninety (90) days from the date of notice, reasonable access to personal computers and typewriters for use in preparing resumes and cover letters and shall, for the same time period, assist in or arrange for copying a reasonable number of

resumes and cover letters. Release time shall be provided for bargaining unit members participating in out-placement services.

### Section 13.10 Appeal Procedure

Bargaining unit members who have been laid off may use the Appeal Procedure, except that unit members who have identified a position in a higher grade under Section 13.6.B.2. and who are not selected for that position do not have access to the Appeal Procedure.

### Appeal Procedure

1. Within five (5) working days of the receipt of notice of layoff to the bargaining unit member or of the incident giving rise to the appeal, the bargaining unit member may file a written appeal specifying the reasons for the appeal, the bargaining unit member may file a written appeal specifying the reasons for the appeal. This appeal shall be filed with the Campus Contract Administrator for the Tripartite Appeals Panel, with a copy to the Union.
2. The Tripartite Appeals Panel shall be comprised of: one member appointed by the Union; one member appointed by the Employer/University Administration; and one independent hearing officer/arbitrator.
3. A hearing will be held on the appeal forwarded to the Tripartite Appeals Panel. The bargaining unit member appealing may attend to present his/her case with witnesses and Union representation. Representatives of the Employer/University Administration may attend to present the Employer/University Administration's position.
4. The Tripartite Appeals Panel will issue its decision on the appeal no later than five (5) calendar days following the conclusion of the hearing unless an extension of time is requested.
5. The Tripartite Appeals Panel's ruling on the appeal shall be final and binding.
6. The provisions of Section 13.3, A are not subject to the Appeals Procedure. The provisions of Section 13.6, B.1 and 13.6, B.2 are not subject to the Appeals Procedure, except that if the Employer/University Administration determines that the bargaining unit member is not qualified to fill the position in the executive area identified by the bargaining unit member in Section 13.6, B.2, that determination shall be appealable. The Tripartite Panel may not substitute its judgment for that of the Employer/University Administration; the Tripartite Panel shall decide only whether the Employer/University Administration was arbitrary or capricious in making its determination that the unit member was not qualified under Section 13.6.B.2.

*USA/MTA*

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 and shall not mean a termination. 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. Such employees, however, shall receive a thirty 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 call back pool for two years pursuant to section G. The terms of this Article shall to apply to probationary employees.
- B. 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, the Association shall make itself promptly available for such meeting.
- C. 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 to be laid off.
- D. a) 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 recalled has the ability to perform the job.
- b) 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 employees recalled have the ability to perform the job. Said employees shall retain the right to be recalled for one year from the date of their layoff.
- E. Layoff in excess of three (3) continuous months shall not be credited or accrued towards seniority for any purpose.
- F. In the event a non-probationary employee is scheduled to be laid off, and there exists a position in an equal or lower-graded classification which either the employee has previously held on campus, or where the regular duties of the position are basically similar to the requirements of the employee in his/her present position and which the employee can perform after a standard roientation period, campus seniority shall prevail in permitting such employees to bump one of the three least senior individuals in such a classification covered by this Agreement provided that that individual's seniority does not exceed that of the employee scheduled to be laid off.
- a) An employee scheduled to be laid off from a clerical unit position shall first seek to bump one of the three 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 of the three 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 of the three 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.

- b) An employee scheduled to be laid off from a technical or administrative unit position may initially choose to bump one of the three least senior individuals who is either in his/her current classification, in a lower graded position he/she has previously held on campus or who is in a position where the regular duties of the position are basically similar to the normal duties of the employee's present position. If a position in the selected category is not available or the bump is denied, he/she may then choose to bump one of the three least senior employees in his/her choice of the two remaining categories. If that position is unavailable or the bump is denied, he/she may seek to bump the least senior employee from the remaining category.
  - 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. The University shall provide Form 30's when the Association makes a specific request for good reason.
- G. In the event an employee is scheduled to be laid off, or in on layoff status as set forth in Article 23 (D) and there exists a vacant position in the bargaining unit which has been certified for filling in an equal or lower-graded classification, campus seniority shall prevail in permitting such an employee to fill such position, provided the employee can perform the work. Any employee in such category shall have their name forwarded for any vacant position prior to Article 17 being applicable.
- H. 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 30's and other information necessary for an employee scheduled to be laid off to make an informed decision on bumping options.
- I. 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 in training courses offered by the University.
- J. 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 Association officials, including the grievance officer, chief stewards and the most senior stewards shall, in the event of a layoff, continue to be employed at all times, provided they can perform the duties of any available bargaining unit positions.

## USA/MTA SIDE LETTER ON RESTRUCTURED POSITIONS

### Reductions in Force---Restructured Positions

#### PREAMBLE:

The intent behind this Side Letter is to deal with the FY02 and FY03 Massachusetts state budget shortfalls and their attendant affects on the University; the parties understand it is not a permanent part of the contract. The University agrees that it is not its intention to use this process to increase the number or percentage of part-timers within the USA/MTA bargaining unit beyond the positions impacted by budget constraints and restructured in accord with this Side Letter. Both parties agree that reductions to employee work schedules shall be made in conformity with the process outlined in this Side Letter. The parties agree and commit themselves to prompt and thorough labor-management communication about the process of layoff and restructuring of positions.

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 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, hours of work, and 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 release 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 to 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.
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 does not accept the restructured position.

6. The parties agree that if the position being restructured be made a higher percentage of time or full time and/or full year again there shall be no obligation to post that position if the employee is still in the position. In that circumstance, said employee's time shall be increased accordingly.
7. If the employee does not accept the restructured position said employee's layoff shall proceed in accordance with Article 22.
8. 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.
9. 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.

This Side Letter shall be in force through September 1, 2003 unless mutually agreed by the parties otherwise.

## *AFSCME*

### **ARTICLE 20 LAYOFF AND RECALL**

#### **Section 1.**

##### A. Procedures

In the event of a reduction of personnel, the parties shall endeavor to maintain as near as possible the same percentage of minority and female employees as existed immediately prior thereto, where under-utilization or under representation exists. Subject to this understanding, those employees having least seniority within classification would be considered first for release.

##### B. Notice to Union

In the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union fifteen (15) working days prior to the layoff.

##### C. Meeting with Union

Within three (3) working days of management notice to the Union of an impending layoff, management shall meet with the Union and discuss the impact of the layoff on the affected employee(s).

This discussion shall include, but shall not be limited to the following:

1. Availability of similar positions within the University.

2. Availability of training or retraining programs which may be applicable to the affected employees.
3. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available comparable positions.

D. Notice to Employee

In the event of an actual layoff, management will notify the affected employees in writing as soon as possible, but not less than fifteen (15) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run one day after the date of the mailing of the notice.

**Section 2.**

A. Selection for Layoff

In the event that the CEO shall lay off employees because of a reduction in force, layoff 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.

B. Layoff

In the event an employee is scheduled to be laid off and there exists a vacant position which has been certified for filling in an equal or lower-graded classification, upon timely application by the employee, campus seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work in a competent manner.

C. Bumping

In the event an employee is scheduled to be laid off, the employee may bump into a position held by the least senior employee at the University in an equal or lower-graded classification for which management has determined the employee meets qualifications. An employee will have ten (10) working days in which to exercise his/her bumping options, following notification to the employee.

D. Layoffs shall be conducted within each division with all other provisions of this Article applicable. The divisions at shall be as follows:

1. Auxiliary Services
  - a. Dining Services (includes those listings under Article 10, section 1.C.3)
  - b. Campus Center (includes those listings under Article 10, section 1.C.3)
2. University Health Services
3. Physical Plant

4. Parking Services
5. Athletics
6. Public Safety
7. Office of Information Technology
8. Transit
9. Distribution Services
10. Environmental Health and Safety
11. Housing Services
12. Other Academic areas.

\*1a and 1b for purposes of this agreement shall be treated as divisions.

### **Section 3.** Recall

- A. The CEO shall maintain a recall roster from which laid off employees will be recalled to positions to be filled in accordance with their seniority within classification.
- B. A laid off employee will remain on the recall roster for three (3) years, provided that an employee who is offered recall to a position in the same job classification as the position for which he/she was laid off and who fails to accept such offer within five (5) calendar days or three (3) working days, whichever is greater, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time. The recalled employee may delay his/her return to work for a period of up to fourteen (14) calendar days, except in emergency situations after the date of acceptance of recall.

### **Section 4.** Seniority

- A. As used in this Article, seniority shall mean all continuous service since the last date of hire at the campus.
- B. In computing seniority as defined in this Article, any break in service or any time off the payroll in excess of twenty-eight (28) consecutive days shall be excluded from total seniority except approved military, maternity, industrial accident leave, and a layoff of up to three (3) months.

### **Section 5.**

Those employees who are subject to periodic layoffs within a calendar year and who have less than 52 week employment commitment shall enjoy layoff rights at the times indicated in their individual employment contracts in accordance with this Article except that their rights under section 2C shall be limited to that of bumping other limited term of employment employees. At other times, the layoff provisions of this Article shall apply.

### **Section 6.**

This Article shall not apply to employees paid from institute, grant or contract funds. Such employees shall retain their seniority for three (3) months after their termination for the purpose of applying for vacant positions.

**Section 7.**

Notwithstanding their position on the seniority list, in the event of a layoff the president and the ten chief stewards of the Union shall continue to be employed at all times, provided they can perform the duties of any available positions

**Section 8.**

In the event there is a layoff of bargaining unit employees, they shall not be replaced by students, except for short periods of time not in excess of twenty (20) hours.

**Section 9.**

In the determination of selecting unit employees to be laid off in accordance with this Article, management shall make all reasonable efforts to first lay off 03 and similar type employees who normally perform those duties performed by bargaining unit members in classifications affected by the layoff.

**Section 10.**

The Employer shall investigate the possibility of identifying appropriate work for certain employees who are in a temporary layoff status. Such work may or may not be within the job specifications of the employees concerned.

***IBPO***

**ARTICLE 20  
LAYOFF AND RECALL**

**Section 1. Layoff**

- A. Subject to the provisions of Article 6, in the event of a reduction of personnel, those employees having least seniority within classification would be first considered for release.
- B. As soon as feasible, after the appointing authority becomes aware of impending reduction in the work force and prior to notifying any employees who may be affected, the appointing authority shall notify the Union of such impending reduction. Thereafter, the appointing authority shall meet with the Union to discuss the impact of the layoff on the affected employee, including the availability of similar vacant positions within the same appointing authority and including the availability of any training program which may be applicable to the employees.
- C. In the event an employee is scheduled to be laid off and there exists a position in an equal or lower-graded classification on campus, the duties of which the employee has the ability to immediately perform, unit seniority shall prevail in permitting such employee to bump the least senior individual in such classification in the bargaining unit.
- D. In the event an employee is scheduled to be laid off and there exists a vacant position on campus which has been certified for filling in an equal or lower-graded classification in the bargaining unit, upon timely application by the employee, unit seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work.

Section 2. Recall

- A. The appointing authority shall maintain a recall roster from which laid off employees will be recalled to available positions within their classification in accordance with unit seniority and subject to their ability to perform the work.
- B. A laid off employee will remain on the recall roster for two years, provided that an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who fails to accept such offer within five days from the date on which he/she received or should have received such notice, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time.
- C. An employee who is recalled shall have that seniority which he/she had at the time of layoff.
- D. An employee who is recalled shall retain that step which he/she had at the time of layoff .

*SEIU--- UNIT B (classified):*

**ARTICLE 14**  
**LAYOFF AND RECALL**

**Section 1.**

- A. In the event of a reduction of personnel, the parties shall endeavor to maintain as near as possible the same percentage of minority and female employees as existed immediately prior thereto, where under-utilization or under representation exists. Subject to this understanding, those employees having least seniority within classification would be considered first for release.
- B. Notice to the Union  
In the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union fifteen (15) working days prior to the layoff.
- C. Meeting with Union  
Within three (3) working days of management notice to the Union of an impending layoff, management shall meet with the Union and discuss the impact of the layoff on the affected employee(s).  
This discussion shall include, but shall not be limited to the following:
  - 1. Availability of similar positions within the University.
  - 2. Availability of training or retraining programs, which may be applicable to

the affected employees.

- 3. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available comparable positions.

D. Notice to Employee

i. If the Employer/University Administration determines after the above consultation period that a layoff is still necessary, the Employer/University Administration shall submit to the Union a final list of employees being laid off, the departments involved; the number of affected positions; and the duration of the layoff. The Employer/University Administration shall also notify affected bargaining unit members that they have been targeted for layoff and shall give the date of layoff.

ii. The Employer/University Administration shall provide a thirty (30) calendar day notice before bargaining unit members are laid off. Except in extreme financial circumstances, the following notices shall be given:

<u>Years of Service</u>	<u>Calendar Days</u>
2 years but less than 5	60
5 years or more	90

The written notice of layoff shall advise the bargaining unit member of the date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The notice shall also state that the layoff is not related to the bargaining unit member's performance. A letter to that effect shall be provided to the bargaining unit member.

iii. Once notice is given, the Employer/University Administration and the affected bargaining unit member by mutual agreement may abbreviate the length of the previously given notice period by agreeing to a lump sum payment of fifty (50) percent of the bargaining unit member's weekly salary for each week that the previously given notice is shortened.

Section 2.

A. Selection for Layoff

In the event that the CEO shall layoff employees because of a reduction in force, layoff 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.

B. Layoff

In the event an employee is scheduled to be laid off and there exists a vacant position which has been certified for filling in an equal or lower-graded classification, upon timely application by the employee, campus seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work in a competent manner.

C. Bumping

In the event an employee is scheduled to be laid off, the employee may bump into a position held by the least senior employee at the University and the Bargaining Unit in an equal or lower-graded

provided the bumping employee is in the judgement of the employer qualified and able to perform the responsibility of the position after a brief familiarization period. An employee who has twenty (20) or more years seniority shall not be susceptible to bumping notwithstanding the seniority of the employee facing layoff.

D. Appeals Procedure

Bargaining unit members who have been laid off and are aggrieved by the refusal of the employer to permit a bump may appeal that denial as follows:

Within five (5) working days of the receipt of notice of layoff to the bargaining unit member or of the incident giving rise to the appeal, the bargaining unit member may file a written appeal specifying the reasons for the appeal. This appeal shall be filed with the Campus Contract Administrator for the Tripartite Appeals Panel, with a copy to the Union.

The Tripartite Appeals Panel shall be compromised of: one member appointed by the Union; one member appointed by the Employer/University Administration; and one independent hearing officer/arbitrator.

A hearing will be held on the appeal forwarded to the Tripartite Appeals Panel. The bargaining unit member appealing may attend to present his/her case with witnesses and Union representation. Representatives of the Employer/University Administration may attend to present the Employer/University Administration's Position. The Tripartite Appeals Panel will issue its decision on the appeal no later than five (5) calendar days following the conclusion of the hearing unless an extension of time is requested.

The Tripartite Appeals Panel's ruling on the appeal shall be final and binding. The Tripartite Panel may not review the decision to curtail or eliminate services and/or position. The Employer/University Administration retains the exclusive right to determine the need for a layoff, the effective date of the layoff (subject to the express conditions of this agreement), the programs to be affected, the positions to be reduced, and the bargaining unit members to be laid off. Appeals Procedure. The issues of Employer/University Administration determination that the bargaining unit member is not qualified to fill the position in the executive area is the only issue that is appealable. The Tripartite Panel may not substitute its judgement for that of the Employer/University Administration; the Tripartite Panel shall decide only whether the Employer/University Administration was arbitrary or capricious in making its determination the the unit member was not qualified.

Section 3. Recall

- A. The CEO shall maintain a recall roster from which laid off employees will be recalled to positions to be filled in accordance with their seniority within classification.
- B. A laid off employee will remain on the recall roster for three (3) years, provided that an employee who is offered recall to a position in the same job classification as the position for which he/she was laid off and who fails to accept such offer within five (5) calendar days or three (3) working days, whichever is greater, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time. The recalled employee may delay his/her return to work for a period of up to fourteen (14) calendar days except in emergency situations after the date of acceptance of recall.

Section 4. Seniority

- A. As used in this Article, seniority shall mean all continuous service since the last date of hire at the campus.
- B. In computing seniority as defined in this Article, any break in service or any time off the payroll in excess of twenty-eight (28) consecutive days shall be excluded from total seniority except approved military, maternity, industrial accident leave, and a layoff of up to three (3) months.
- C. This Article shall not apply to employees paid from institute, grant or contract funds. Such employees shall retain their seniority for three (3) months after their termination for the purpose of applying for vacant positions.
- D. Continuity of service shall not be affected by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken during an individual's period of recall, but seniority shall not accrue during the layoff period.

Section 5.

Notwithstanding their position on the seniority list, in the event of a layoff, three officers designated by the Union shall continue to be employed at all times, provided they can perform the duties of any available positions

Section 6.

In the event there is a layoff of bargaining unit employees, they shall not be replaced by students, except for short periods of time not in excess of twenty (20) hours.

Section 7.

In the determination of selecting unit employees to be laid off in accordance with this Article, management shall make all reasonable efforts to first lay off O3 and similar type employees who normally perform those duties performed by bargaining unit members in classifications affected by the layoff.

Section 8.

The Employer shall investigate the possibility of identifying appropriate work for certain employees who are in a temporary layoff status. Such work may or may not be within the job specifications of the employees concerned.

Section 9.

This Agreement does not prohibit the Union and the University, with the affected employee's consent, from agreeing to a severance payment for an employee facing layoff. If such a severance payment is agreed to, the employee receiving such payment shall have no bumping rights.

Section 10. Laid off Employees

Laid off employees shall be considered on-campus employees for two (2) years following the effective date of their layoff. Laid off employees shall have access to on-campus training opportunities to the same extent as current employees for two (2) years after effective date of their layoff.

Section 11. Laid off Employees, Eligibility for Vacancies

In the event an employee is scheduled to be laid off, or in on layoff status as set forth in Article 14 (3 A) and there exists a vacant position in the bargaining unit which has been certified for filling in an equal or lower-graded classification, campus seniority shall prevail in permitting such an employee to fill such position, provided the employee can perform the work. Any employee in such category shall have their name forwarded for any vacant position prior to Article 14 being applicable.

Section 12. Cost Saving Options

If there are one or more layoffs within the Unit the University/Employer and Union will meet as expeditiously as possible to examine payroll cost saving options which will permit retention of some or all of the employees identified for layoff.

***NON-UNIT---Reduction in Force Policy:***

Doc. T93-079  
Passed by the BoT  
8/11/93

**REDUCTION IN FORCE POLICY  
NON-UNIT STAFF  
Amherst, Boston, Dartmouth, Lowell, and the President's Office**

The termination of non-unit employees due to a reduction in force necessitated by the unavailability of sufficient funds to cover all planned or budgeted activities is an action undertaken with great reluctance, and only where, in the judgment of the Chancellor, circumstances require such action to be taken in the best interest of the campus. The goal of this policy is to provide procedures and standards pursuant to which decisions regarding reduction in force will be made when unavailability of either state appropriated or trust funds necessitates such action. The following standards and procedures will be adhered to in connection with reductions in force of non-unit professional and classified staff at the Amherst campus, the Boston campus, the Dartmouth campus, the Lowell campus, and the President's Office. When applied to the President's Office, the terms "Chancellor," "Vice Chancellor," and "campus" should be understood to refer, respectively, to the "President," "Vice President(s)," and the "President's Office or Central Administrative Services."

1. The Chancellor shall determine, based on his or her analysis of the anticipated or actual unavailability of sufficient funds to cover all planned or budgeted activities and the overall financial requirements of the campus, whether a reduction in force of non-unit employees is necessary. In making such determination, the Chancellor shall consider the level of services he or she deems essential to the preservation and fulfillment of the overall mission of the campus, particularly its academic integrity as an institution of higher education.

2. Whenever the Chancellor determines that a reduction in force due to the anticipated or actual unavailability of sufficient funds to cover all planned or budgeted activities is necessary, he or she shall determine the number and identity of non-unit professional positions to be reduced. The selection of positions to be reduced will be functional, based on the Chancellor's determination, after consultation with the Vice Chancellors or others whom he or she deems appropriate, that such reduction will impair to the least extent feasible the level of services he or she deems essential to the preservation and fulfillment of the overall mission of the campus.
3. The selection of employees subject to reduction in force pursuant to this Policy shall be without regard to race, sex, age, religion, national origin, veteran status or handicap.
4. The Chancellor shall notify any employee whose employment will be terminated pursuant to this policy as soon as it is reasonably practicable. Said notice shall advise the employee of the date of termination, the fact that the termination is solely due to the anticipated or actual unavailability of funds, and the fact that the employee's position was selected pursuant to this policy. The notice shall also advise the employee of his or her right to a hearing pursuant to the termination procedure set forth in this Policy. The notice shall also state that the termination is not related to the employee's performance and that, upon request, a letter to that effect shall be provided to the employee.
5. The Chancellor or designee shall provide a minimum of sixty (60) calendar days notice to affected employees.
6. Once notice is given, the Chancellor or designee, with the approval of the affected non-unit staff member, may abbreviate the length of the previously given notice period by making a lump sum payment of the non-unit professional staff member's weekly salary for each week that the previously given notice is shortened.
7. During the notice period, the non-unit staff member may be given reasonable paid release time off to seek new employment and to attend to other matters pertinent to career transition.
8. Employees terminated pursuant to this policy shall be informed by the campus human resources office of the benefits available to them upon termination.
9. The Chancellor may make available outplacement assistance, consistent with available resources, to employees terminated pursuant to this policy.

#### Termination Hearing Procedure

Employees whose employment is terminated pursuant to this policy shall be entitled to request a hearing pursuant to this policy. The hearing, which shall be the exclusive procedure available to the employees terminated pursuant to this policy, shall be conducted as follows:

1. The employee shall, within five (5) calendar days of receipt of notice of termination, file a request for hearing with the Chancellor.
2. The Chancellor shall designate a Hearing Officer who shall, no later than ten (10) calendar days following receipt of the request for a hearing, schedule a hearing. The purpose of such hearing shall be to provide the employee an opportunity to demonstrate that the termination of his or her employment was in material violation of this policy or was otherwise unlawful.

3. No later than three (3) working days prior to such hearing, the employee shall file with the Hearing Officer a written statement specifying why the termination of his or her contract is in material violation of the termination policy contained herein or was otherwise unlawful.
4. At the hearing, the employee shall be permitted to present relevant evidence, including witnesses and documentary evidence. The hearing shall be non-judicial in nature, and the formal rules of evidence shall not apply. The employee may be accompanied by up to two University employees, but there may only be one individual spokesperson at the hearing. The employee may ask that the Hearing Officer request the attendance of appropriate campus personnel to provide information at the hearing. The Hearing Officer shall determine if the attendance of such personnel is reasonably necessary, and if so, shall request the attendance of such personnel. Attendance at the hearing will be limited to those persons whose presence is deemed necessary by the Hearing Officer. A record shall be made of the hearing, which may be stenographic or tape recorded at the discretion of the Hearing Officer. Such record will be preserved by the Hearing Officer, but it need not be formally transcribed. All information, both oral and written, provided at the hearing shall be confidential, subject to applicable provisions of the Fair Information Practices Regulations of the University.
5. Within five (5) working days of the conclusion of the hearing, the Hearing Officer shall submit a written report and recommendation to the Chancellor concerning the issues addressed at the hearing, unless the Hearing Officer notifies the Chancellor and the employee that an extension of time is required. The record and evidence submitted at the hearing will be made available to the Chancellor. A copy of the report will simultaneously be submitted to the employee.
6. Within five (5) working days of receipt of the Hearing Officer's report and recommendation, unless the Chancellor notifies the employee that an extension of time is required, the Chancellor shall review the same; shall determine whether to accept, reject or modify the recommendation; and shall notify the employee, in writing, of his or her decision. The Chancellor's decision will be final and binding.
7. To facilitate the hearing process, hearings may be consolidated when, in the judgment of the Hearing Officer, there are common issues of fact that would be more efficiently considered at a consolidated hearing.

#### Post Termination

1. Employees whose contracts have been terminated pursuant to this policy shall, for the period of one (1) year from the date of termination, be regularly sent announcements of vacant professional positions to be filled at the campus.
3. An employee whose contract has been terminated pursuant to this policy who within two (2) years from the date of termination is re-employed at the campus in either the same or a different position shall regain the length of service credit and eligibility for benefits that the employee enjoyed as of the date of his or her termination to the extent allowable by law.

#### SENIORITY DEFINITIONS

**SEIU (Exempt or Professional Unit)**  
**ARTICLE 12**  
**SENIORITY**

Section 12.1

Seniority shall be defined as continuous employment since the last date of hire or rehire by the University. Classified 03 service shall, upon request of the bargaining unit member to the Campus Director of Human Resources, be included in calculating seniority.

Section 12.2

One full year of seniority shall be earned by a bargaining unit member who regularly works at least half time at the University for a twelve month or forty-three (43) week period.

Section 12.3

Continuity of service shall not be affected by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken during an individual's period of recall, but seniority shall not accrue during the layoff period.

Section 12.4

A bargaining unit member who has been employed by the University for at least one (1) year, who terminates his or her employment but returns to University service within one (1) year, shall retain all of their University seniority after having completed an additional year of service upon his/her return.

Section 12.5

Four (4) Union officers, to be designated by the Union, shall have superseniority in the event of a layoff for the purpose of providing continuity in the administration of this Agreement. The Union shall notify the Employer/University Administration, in writing, of the names of the officers who will be eligible for superseniority.

**USA/MTA**  
**ARTICLE 23**  
**SENIORITY**

Section 1. Definition of Seniority.

Seniority is defined as the length of time an employee in a full time or regular part time position has been continuously employed from the last date of hire by the campus notwithstanding the source of funding.

Section 2. Extension of Seniority

In the case of institute, grant or contract employees, seniority for the purpose of applying for vacant positions shall be extended two (2) years beyond the actual expiration date of the then current funding source.

Section 3. Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- A. Discharge for cause, resignation or retirement.
- B. Exceeding an authorized leave of absence unless excused by the appointing authority.
- C. Failure to return to work within three (3) calendar days after notification of recall from layoff by the appointing authority. Such notice shall be by registered mail to the last address furnished to the Campus by the employee.
- D. If an employee is laid off for a continuous period of two (2) years or his/her length of service, whichever is less.
- E. If an employee gives a false reason for a leave of absence.
- F. Acceptance of a settlement for total and permanent disability.
- G. Absence from work for fourteen (14) work days without valid reasons and proper and timely notification to the appointing authority except when excused by the appointing authority.

**AFSCME**

SENIORITY - Except as is otherwise provided in this Agreement, the term "seniority" shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, since the last date of hire by the University.

**IBPO  
ARTICLE 15  
SENIORITY**

Section 1. Definitions

- A. **Campus Seniority** The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as computed from last date of hire by the campus.
- B. **Classification Seniority** The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, in a specific job classification covered by this Agreement, as computed from the last date of hire into that job classification on the campus.

Section 2. Computation of Seniority

For the purpose of computing seniority as defined above, when an employee is off the payroll for a period of thirty (30) consecutive working days or more, except when such absence from the payroll is for industrial accident leave, military leave, or maternity leave, his/her seniority shall be computed from the day he/she returns to the payroll until such time as he/she remains continuously on the payroll for a period of twice the length of his/her absence at which time he/she may add his/her previous creditable service for consideration under the specific personnel procedure in which seniority is a factor. An employee who is recalled shall, upon reinstatement, be credited with such seniority as he/she had on the date of layoff.

Section 3. Seniority for Days Off and Shift Assignments

For days off and shift assignments, classification seniority shall be applied in accordance with past practice at the University.

Section 4. Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons.

- (a) Discharge for cause, resignation or retirement.
- (b) Acceptance of a settlement for total and permanent disability.
- (c) Absence from work for fourteen (14) days without valid reasons and without proper and timely notification to the appointing authority, except where excused therefrom by the appointing authority.

**SEIU UNIT B**

SENIORITY - Except as is otherwise provided in this Agreement, the term "seniority" shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, since the last date of hire by the University.

SAMPLE NOTIFICATION LETTERS (See attached)

SAMPLE NOTIFICATION LETTER I (of 2) – SEIU UNIT A

[Letterhead]

Dear Employee:

It is with regret that I inform you that you are being laid off from your position as \_\_\_\_\_ effective \_\_\_\_\_. Lack of funds (and/or lack of work) necessitates this layoff. This layoff action is indefinite in duration and should be considered permanent.

I wish to assure you that your termination is not related to your job performance, but I do not anticipate this layoff situation changing in the foreseeable future. We appreciate your contribution to the University, and I regret sincerely that our current fiscal problems have required this notice.

My best wishes for success in your future endeavors.

Sincerely,

(Signed by the appropriate Asst./Assoc. VC or Director/Supervisor)

cc: Immediate Supervisor  
Vice Chancellor  
Labor Relations Administrator (Nick Marshall)  
SEIU

SAMPLE NOTIFICATION LETTER II (of 2) – SEIU UNIT A

[Letterhead]

Dear Employee:

I am writing this letter to assure you that your termination is in no way related to your performance as a member of the University community. Your termination results from a layoff necessitated by (lack of work and/or) lack of funds. It is a step that we have taken with regret.

Sincerely,

(Same as per Letter I)

cc: (same as per Letter I)

SAMPLE NOTIFICATION LETTER – AFSCME

[Letterhead]

Dear Employee:

It is with regret that I inform you that you are being laid off from your position as \_\_\_\_\_ effective \_\_\_\_\_. Lack of funds (and/or lack of work) necessitates this layoff.

Under the terms of the collective bargaining agreement between the University and AFSCME you may be eligible for certain rights. Please contact your union representative to discuss this matter.

I am deeply sorry that circumstances have made this layoff notice necessary. On behalf of (Division) I want to thank you for the service you have rendered and express our hope for your continued success.

Sincerely,

(Signed by Dept. Head/Supervisor/Employer)

cc: Division Head  
Nicholas Marshall  
Administrative Officer/Personnel Coord.

SAMPLE NOTIFICATION LETTER – USA/MTA

[Letterhead]

Dear Employee:

It is with regret that I inform you that you are being laid off from your position as \_\_\_\_\_ effective \_\_\_\_\_. Lack of funds (and/or lack of work) necessitates this layoff.

Under the terms of the collective bargaining agreement between the University and USA/MTA you may be eligible for certain rights. Please contact your union representative to discuss this matter.

I am deeply sorry that circumstances have made this layoff notice necessary. On behalf of (Division) I want to thank you for the service you have rendered and express our hope for your continued success.

Sincerely,

(Signed by Dept. Head/Supervisor/Employer

cc: Division Head  
Nicholas Marshall  
USA/MTA  
Administrative Officer/Personnel Coordinator