University proposal

5-19-25

ARTICLE XX

LAYOFF

Section A The University has the basic right to lay off Employees, reduce hours of work or eliminate positions in its sole discretion. Layoffs, reduction in hours or elimination of positions may occur at any time at the University's discretion based on staffing, financial and/or operational reasons, or due to the loss of a grant or other external funding, in whole or in part, or other reasons that the University deems appropriate. In all cases, the University will determine the extent and magnitude of any layoffs or reduction in hours, including the areas, departments, job titles and classifications and number of positions affected, as well as the timetable for such layoffs.

Section B

1. Layoff under this Article refers to the termination of an Employee before the end of their appointment but does not include termination for just cause under the Discipline and Dismissal Article.

2. Layoff also refers to the termination of an Employee who does not have a predetermined appointment end date~~.~~ due to reasons specified in Section A and other than terminations for just cause under the Discipline and Dismissal Article.

Layoff and the provisions of this Article do not apply to loss of employment due to the expiration of an appointment at its completed term or the decision not to offer a new appointment.

Section C In cases where the University must decide who shall be laid off between two or more Employees in a particular classification or department or organizational unit, length of service shall be an important factor to consider. However, the University may also consider differences between such Employees in education and certifications, job function, qualifications, abilities, performance, and ability to perform the remaining work of the department or organizational unit.

Section D Bargaining unit Employees who are to be laid off will receive at least 30 days' written notice or 30 days' pay in lieu of notice. The Employee's manager will determine if they should continue to work through the notice period, whether on site or remotely, be paid in lieu of notice or receive a combination of working notice and pay in lieu of notice. Laid off employees will also be paid for any earned but unused vacation pay where relevant.

Except for layoffs, in whole or in part, under Section E, notice will be given to the Union prior to any notice being sent to the Employee. The Union has the right to discuss the planned layoff with the University. Both parties are expected to make a good faith effort to ensure confidentiality and to use any information disclosed to each other judiciously. The parties agree that only the University will provide notice of the layoff to the affected Employee(s). Both parties will strive to conclude the discussion period as efficiently and expeditiously as possible.

Section E For those Employees who are funded by grants or other discrete research support, whether internal or external, termination of appointments may occur if the restricted funding ceases, or if there is a significant change in the nature of the funded activity, in the middle of such an appointment. In such a case, the appointment may be immediately terminated or reduced in FTE, provided written notice is received by the Employee at least thirty (30) days before the expiration of the funding. If the thirty (30) day notice is not given, the Employee will receive pay to make up for whatever notice has not been provided.

Section F COBRA continuation of medical/dental/vision coverage for 18 months.

For any Employee who is laid off, the University shall provide subsidized COBRA benefits as follows. For the first 12 months of COBRA, former Employees pay 150% of the active employee medical and dental premium rate and 100% of the vision plan premium plus a two-percent service fee. For the last six months, former Employees pay the full COBRA non-subsidized rates.

Section G Special Provisions for Layoff Benefits for Staff Employees[1]

1. Like other Employees, staff Employees will receive thirty (30) days written notice of layoff or pay in lieu of notice. In addition, for benefits-eligible staff Employees only, they may be offered enhanced layoff benefits that are outlined in Section G. 2 below.

2. As a condition of the receipt of the following layoff benefits, a benefits-eligible staff Employee may be offered to sign an agreement and release, with such terms as the University in its sole discretion may require:

    a. Outplacement Services;
    b. Severance pay as described below in section G. 3;

3. Severance Pay for Staff Employees

    A Staff Employee who has up to seven (7) years of service with the University is eligible for severance pay equal to one week of base pay for each year of service. Staff employees with at least seven (7) but less than fifteen (15) years of service are eligible for one and one-half weeks of pay for each year of service. Staff Employees with 15 or more years of service receive severance pay at the rate of two weeks of pay per year for each year of service.

---

[1] Parties will agree on a list of positions within the bargaining unit that are considered “staff employees.”

Calculation	
0 up to 7 years:	1 week per year
7 up to 15 years:	1.5 weeks per year
15 or more years:	2 weeks per year

Severance is calculated at the staff Employee's current base salary rate, based on their years of benefits-eligible service and is prorated for partial years worked per full month of completed service. Severance pay for staff employees employed on a part-time basis is prorated. For staff Employees who have worked both part-time and full-time while at the University, severance is prorated and calculated based on the amount of time worked part-time and/or full-time.

If a staff Employee is re-employed in a regular, benefits eligible position at the University before their severance pay has been exhausted, the staff Employee must refund the excess severance to the University.

The amount to be refunded is determined as follows: “excess severance” is equal to the total number of weeks of severance pay received minus the total number of week the staff was unemployed prior to beginning his/her new position.

Section H **Furloughs** The University reserves the right, but is not required, to furlough Employees. Furloughs are temporary periods of unpaid leave during which the Employee retains their employment status but is not paid during the period of furlough, The Employee will not have any work responsibilities during the period of furlough nor will they be permitted to do any work. . In addition to its right to lay off Employees, the University reserves the right to temporarily furlough Employees for periods of time due to financial or operational considerations and decide which employees or areas will be affected and for how long. In such cases, the University will indicate to the Employee the duration of the furlough. An Employee being furloughed will receive at least four (4) weeks’ notice of the furlough. During the furlough period, the Employee retains employment status and shall retain some benefits during a furlough period as if they were actively working and will continue to accrue service during any furlough period. However, if an Employee does not return to work following a full furlough, the service accrued during the furlough will be forfeited and not considered as part of the Employee’s service. Since they will not be receiving a paycheck during the furlough period, alternative billing arrangements will be made for the Employee to pay for their benefits during the furlough period.

The University may also partially furlough Employees. Employees on a partial furlough continue to perform work for the University, but on a reduced or part-time basis. Employees on a partial furlough will be eligible to continue all benefits, although some benefits may be impacted by the reduction in hours and earnings.

The University retains the right to lay off a furloughed Employee during or after a furlough in accordance with the provisions of this article.