

ARTICLE XX.
LAYOFFS

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.

In addition to its right to lay off Employees, the University reserves the right to identify and 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. 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.

Section AB: Definitions

1. "Layoff" is defined as a termination of an Employee before the end of their appointment. ~~separation~~, or a ~~reduction in duration of appointment, with the exception of positions that are contingent on continued funding as stated in the appointment letter, or non-reappointment of an Employee due to lack of funds, lack of institutional need, or lack of curricular need.~~ "Layoff" does not include termination for just cause under Article XX. Discipline and Dismissal.

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.

2. "Furlough" is defined as a reduction in percent effort or 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. Employees on a partial furlough continue to perform work for the ~~Corporation~~ University, but on a reduced or part-time basis.

Section B: Considerations

In cases where the ~~Corporation~~ University must decide who shall be laid off between two or more Employees in a particular classification or department or organizational unit, the ~~Corporation~~ University shall consider length of service and 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. ~~The Corporation shall make every reasonable effort to allow the affected Employee the option of working in an alternative research, administrative, staff, or teaching position for which the Employee is qualified within the School.~~ Prior to any layoff of an Employee, consideration may be given to an Employee's request to be considered for an alternative position within the School if one is available for which the Employee is qualified instead of layoff

Section C: Notice to Employee.

Employees who are to be laid off will receive at least ~~ninety (90)~~ 30 days' written notice or ~~ninety (90)~~ 30 days' pay in lieu of notice. Laid off employees will also be paid for any earned but unused vacation ~~and sick pay~~ where applicable. .

Following discussion with the affected Employee, the Employee's manager will determine if they ~~the Employee~~ 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.

Employees who are to be furloughed will receive at least ~~thirty (30)~~ 30 days' written notice. Notice to the Employee of a furlough shall indicate to the Employee the duration of the furlough. **Following discussion with the affected Employee,** the Employee's manager will determine if they ~~the Employee~~ 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. **It is understood that there may also be prohibitions on furloughs for Employees on certain visas or Employees appointed on grants or awards.** ~~Employees shall have the right to refuse the offer of a furlough and be laid off and shall be entitled to all benefits and severance as laid out in this Article.~~

Section D: Notice to the Union

Notice will be given to the Union **at least twenty-four (24)** ~~forty-eight (48)~~ hours prior to any notice of furlough or layoff being sent to the Employee. However, the parties agree that only the University will provide notice of the layoff or furlough to the affected Employee. ~~The Union has the right to be present at any meeting wherein the Employee is being notified of a furlough or~~

layoff and to discuss the planned ~~furlough or~~ layoff with the ~~Corporation~~ University. Both parties are expected to make a good faith effort to ensure confidentiality and to use any information disclosed to each other judiciously. ~~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 with thirty (30) days written notice or pay in lieu of notice.

~~Section E: Demonstration of Necessity~~

~~In the case of layoffs or furlough due to lack of funding, the Corporation must demonstrate an inability to maintain the pay, benefits, and other terms and conditions of employment as defined in this Agreement.~~

~~The Corporation shall provide the Union with a list of all funding sources available to the Employee's supervisor or hiring unit that allow for covering pay, benefits, and other terms and conditions of employment as defined in this Agreement. Broad allocation of these funding sources shall also be provided (e.g. salary support, supplies, etc.).~~

~~Section F: Recall~~

~~In the event an Employee is laid off, the Employer continues to have an obligation to that Employee for the next twenty-four (24) months. During this time, the Employer must:~~

- ~~1. Make an offer of employment to such an individual should the same or an equivalent job again become available. Employees hired in such a manner shall be granted all salary and benefits as previously accrued, and their employment shall be considered to have been continuous in regards to length of service.~~
- ~~2. Give strong preference, and, at minimum, grant an interview to such an individual in (including, but not limited to, tenure-track) with similar duties and responsibilities, or any open job which the individual is qualified to perform.~~
- ~~3. If an Employee on layoff status is being considered and will be hired to fill a comparable or higher position, the posting requirements may be waived~~

~~Section G: Furlough Benefits~~

~~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.~~

Section H: COBRA continuation of medical/dental/vision coverage for 18 months

For any eligible Employee who is laid off, the ~~Corporation~~ University shall offer 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 I: Severance~~

~~Employees who are laid off will receive Severance payment pursuant to Article XX: Severance.~~

Section I: Special provisions for Layoff Benefits for Staff Employees Severance

1. A benefits-eligible staff Employee will be required to sign an agreement and release that includes such terms as the University in its sole discretion may require as a condition of the receipt of the following layoff benefits: As a condition of the receipt of the following layoff benefits, a benefits-eligible staff Employee will be required 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 2. below
2. For a benefits-eligible staff Employee, An **A benefits-eligible** Staff Employee who has up to seven (7) years of service with the ~~Corporation~~ University is eligible for severance pay equal to at least seven (7) one weeks 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 at least one and one-half (1.5) weeks of pay for each year of service. Staff employees with 15 or more years of service **are eligible for** receive severance pay at the rate of at least two (2) weeks of pay per year for each year of service.

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 **is prorated for less than full time** ~~employed on a part-time basis is prorated~~. For staff Employees who have worked both part-time and full-time while at the ~~Corporation~~ 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 Employee must refund the excess severance to the ~~Corporation~~ 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 weeks the Employees ~~staff~~ ~~staff employee~~ was unemployed by the University Corporation prior to beginning their, his/her new position.