

ARTICLE 17
LAYOFF, REDUCTION IN TIME AND REEMPLOYMENT

A. GENERAL PROVISIONS

1. All layoffs and reductions in time, and reemployment from layoff status, must be made in accordance with the provisions of this Article.
2. This Article does not apply to Summer Session appointments.
3. Consistent with this Agreement, the University has the sole discretion to determine when a layoff or reduction in time is necessary, and to determine the function(s) and the title code(s) on a particular campus within which the staffing level(s) are to be reduced.
4. The provisions of this Article do not nullify or modify the applicable University and campus policies or procedures that exist or may be developed pertaining to disestablishment.
5. The provisions of this Article pertain to actions taken within a layoff unit, as defined in Section B.3., below.
6. The University shall not apply the provisions of this Article in an arbitrary, capricious or unreasonable manner.
7. For purposes of Article 7a and 7b and this Article only, layoff periods of less than one quarter or semester count towards eligibility for Continuing Appointment status and seniority.
8. If a Unit 18 faculty member rejects any part or the entirety of an appointment offered by the University, the part or entirety rejected is not a layoff or reduction in time.

B. DEFINITIONS

1. Layoff
 - a. A layoff is an involuntary separation from employment in a layoff unit, due to a programmatic change, budgetary considerations, or a lack of work for the Unit 18 faculty member.
 - b. Pre-Six Appointees are separated automatically from employment at the expiration of their appointment. Such separation does not constitute a layoff.

- c. With the exception of dismissals pursuant to Article 30 - Discipline and Dismissal, a rescission, reduction in time, or involuntary separation of employment after the issuance of an appointment letter to the Unit 18 faculty member, acceptance of the appointment, and before the ending date of the appointment defined therein is considered a layoff or reduction in time and is subject to the provisions of this article.
2. Reduction in Time: A reduction in time occurs when a Unit 18 faculty's appointment in a layoff unit is involuntarily reduced due to a programmatic change, budgetary considerations, or a lack of work for the Unit 18 faculty member.
3. Layoff Unit: The layoff unit shall be the department, program or equivalent unit.
4. Seniority
 - a. Seniority is based on total quarters or semesters of service on pay status in the bargaining unit, in the same layoff unit. When Unit 18 faculty have the same total quarters or semesters of service on pay status in the bargaining and layoff unit, the following methods will be used to assign rankings until unique rankings are achieved:
 - 1). earliest date of first hire in the bargaining unit in the department, program, or unit;
 - 2). earliest date of first hire in the bargaining unit on the campus;
 - 3). earliest date of first hire within the University, regardless of department, campus, job title, or bargaining unit, excluding employment as a student.
 - 4). earliest date of birth using month and date in the calendar year will serve as a final tiebreaker (e.g. the birthdate of March 6th would be more senior than the birthdate of May 20th.)
 - b. When a pre-six Unit 18 faculty member and a Continuing Appointee are teaching the same course in the same layoff unit the University shall lay off or reduce the appointment percentage of the pre-six Unit 18 faculty member before laying off or reducing the appointment percentage of a Continuing Appointee.

- c. Unit 18 faculty who hold Continuing Appointments shall have seniority over Unit 18 faculty who have achieved Continuing status but who have not yet begun a Continuing Appointment. Unit 18 faculty who achieved Continuing Appointee status but who have not yet begun a Continuing Appointment shall have seniority over pre-six Unit 18 faculty.

C. CONSIDERATIONS PRIOR TO LAYOFF OR REDUCTION IN TIME

1. When the University has determined that Unit 18 faculty staffing cuts are necessary, it will consider attrition, retirement, and voluntary reduction in Unit 18 faculty staffing within the layoff unit in order to avoid a layoff or reduction in time.
2. In response to the University's determination that a layoff or reduction in time is needed, Unit 18 faculty may volunteer for layoff or reduction in time. This would not constitute a rejection of an appointment pursuant to Section A.8. At its sole discretion, the University may accept any Unit 18 faculty member's written request to volunteer for layoff or reduction in time. However, the University shall not solicit volunteers for layoff or reduction in time. The University will transmit a copy to the Union of the acceptance, if any, of the Unit 18 faculty member's request within five (5) business days.

D. SELECTION FOR LAYOFF AND REDUCTION IN TIME

1. When there is no substantial difference in the degree of special skills, knowledge, or ability essential to the layoff unit as determined by the University, the order of layoff or reduction in time shall be in inverse order of seniority.
2. In addition to the reasons set forth in B.1. and B.2. above, the University may lay off or reduce the appointment percentage of a Continuing Appointee as a result of assigning the course(s) taught by the Continuing Appointee to Senate Faculty or to graduate academic student employee. Nevertheless, the University may not lay off or reduce the appointment of a Continuing Appointee in order to assign the course(s) taught by the Continuing Appointee to a graduate academic student employee who is studying in a different department and unrelated discipline, unless such assignment is in accordance with the department's or division's academic plan for the pedagogical training of its graduate students.
3. When a Continuing Appointee has received a notice of layoff or reduction in time, and the Continuing Appointee or the Union on behalf of the Continuing Appointee alleges that s/he is equally qualified to perform the work being done by one or more less senior Unit 18 faculty members in

the same layoff unit, the University shall evaluate the qualifications of the less senior Unit 18 faculty members named by the Continuing Appointee. If the University determines that the more senior Continuing Appointee's qualifications are substantially equal to those of the less senior Unit 18 faculty, the University shall lay off or reduce in time the less senior Unit 18 faculty.

E. NOTICE OF LAYOFF OR REDUCTION IN TIME

1. Written Notice of Layoff or Reduction in Time
 - a. Unit 18 faculty shall be given advance written notice of the effective date of any layoff or reduction in time in accordance with the chart in Section K below.
 - b. The notice shall identify whether the layoff or reduction in time is due to a programmatic change, budgetary considerations, or a lack of work for the Unit 18 faculty member.
 - c. When the University provides written notice to the Unit 18 faculty member, the University shall transmit a copy of the notice to the Union within five (5) business days.
2. Pay in Lieu of Notice for Layoff or Reduction in Time
 - a. Where advance written notice of layoff or reduction in time is not given within the timelines provided for in the chart in Section K below, pay in lieu of notice, or a combination of timely notice and pay in lieu of notice, will be provided, as set forth in the chart.
 - b. Pay in lieu of notice shall never exceed the pay the Unit 18 faculty member would have received absent the layoff or reduction in time.
3. Reduction in Time that Impacts Health and Welfare Benefits
 - a. Whenever possible, Unit 18 faculty shall be given advance notice when the reduction in time can reasonably be expected to affect their eligibility for health and welfare benefits. The notice shall identify whether the reduction in time is based on programmatic change, budgetary considerations, or lack of work for Unit 18 faculty.

F. MEET AND DISCUSS / CONSULT

1. Within fifteen (15) calendar days of the date of the issuance of the layoff notice, the Union may request to meet with the University to discuss the effect of the layoff or reduction in time.
2. However, nothing in this Article shall preclude the department chair or unit head from consulting with the affected Unit 18 faculty member.

G. REEMPLOYMENT

1. Duration
 - a. For the duration of reemployment rights, refer to the chart in Section K below.
 - b. Unit 18 faculty retain reemployment rights for the remainder of the reemployment period if they turn down or do not respond within fourteen (14) calendar days to a first written offer of reemployment at the same or higher percentage of time sent to the Unit 18 faculty member's last known personal email and postal address on file.

2. Order of Reemployment

If more than one qualified Unit 18 faculty member is on layoff or reduced time status from the same department, program or unit, the order of reemployment shall be on the basis of special skills, knowledge or ability essential to the department or unit. When there is no substantial difference in the degree of special skills, knowledge and ability essential to the department or unit as determined by the University, the order of reemployment shall be in inverse order of layoff or reduction in time, according to the definition of seniority as set forth in B.4. above.

3. Temporary Reemployment

In the event the University decides to offer temporary reemployment opportunities of no more than one quarter or semester in the same layoff unit and title group, the temporary reemployment shall not constitute a recall for reemployment purposes. Further, a Unit 18 faculty member's acceptance of temporary reemployment of no more than one quarter or semester will not nullify said Unit 18 faculty member's layoff or reduced time status. Should instructional need exist beyond this temporary period, the Unit 18 faculty member's employment status previous to the layoff or reduction in time shall be reinstated.

4. Termination of the Right to Reemployment

- a. The right to reemployment terminates if a Unit 18 faculty member:
 - 1) accepts an appointment at the same or higher percentage of time in the same title and layoff unit from which the Unit 18 faculty member was reduced in time or laid off;
 - 2) refuses or fails to respond within fourteen (14) days to a second written offer of reemployment at the same or higher percentage of time sent to the Unit 18 faculty member's last known personal email and postal addresses on file. The second written offer of reemployment must be separate from the first offer per Section G.1.c. However, the right to reemployment does not terminate if the two offers are for courses/work within the same academic year or if the Unit 18 faculty member is unable to resume employment because of other employment commitments made in response to the layoff.
- b. If the University is attempting to employ a Unit 18 faculty member on an urgent basis and if a laid-off or reduced in time Unit 18 faculty member who has reemployment rights cannot be reached and/or does not respond within seven (7) calendar days, the University may fill the position. In this instance or when failure to respond was due to extraordinary circumstances, a laid off or reduced in time Unit 18 faculty member will not have waived any future reemployment rights.

H. PLACEMENT ASSISTANCE

To the extent available at each department or campus, the University will, upon request, provide assistance in seeking placement to any Unit 18 faculty who has been laid off.

I. BENEFIT COVERAGE

A Unit 18 faculty member on reduced time may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the payment of full premiums by the Unit 18 faculty member. A reduced time appointment of more than one-half of the working days of a month does not count towards University service for benefit purposes unless the reduced time appointment continues to qualify the Unit 18 faculty member for such benefits.

J. GRIEVANCE AND ARBITRATION

1. A grievance alleging a violation of this article must be filed within thirty (30) calendar days of the transmission of notice to the Union. With respect to grievances based on alleged violations that would not be apparent when the written notice is issued, such grievances must be filed within thirty calendar (30) days of the date on which the Unit 18 faculty member/Union knew or should have known of the alleged violation, whichever is earlier.
2. In any arbitration involving layoff or reduction in time, the arbitrator shall not have the authority to substitute the arbitrator's judgment for that of the University regarding the necessity for the layoff or reduction in time, or the functions/programs or titles affected by the layoff or reduction in time. Consistent with the provisions of this Agreement, the Arbitrator shall defer to the University's judgment regarding a Unit 18 faculty member's academic qualifications unless the Union demonstrates that there was no reasonable basis for the University's decision.
3. If the arbitrator determines that the University failed to consider the qualifications of a Continuing Appointee relative to a less senior Unit 18 faculty member identified by the Continuing Appointee or the Union (pursuant to Section D.3., the arbitrator's remedial authority shall be limited to ordering such consideration. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the procedural flaws have been addressed.
4. When the Union has alleged that the University's stated reason(s) for a decision to lay off is pre-textual or factually incorrect, the arbitrator will consider all the evidence submitted by the parties and may reverse a University decision when s/he determines that the decision is contrary to the weight of all the evidence.
5. Allegations of procedural violations of this Article shall be subject to the Grievance and Arbitration provisions of this Agreement.

K. LAYOFF SCHEDULES

1. Pre-Six Unit 18 faculty Schedule Chart:

	Appointment type and duration	Action	Advance Written Layoff Notice	Reduction in Time Notice	Pay in Lieu of Notice	Reemployment Rights
a.	All pre-six Unit 18 faculty	Either layoff or reduction in time of one IWC or less, or one course if valued at greater than one IWC	Thirty (30) calendar days	Thirty (30) calendar days	Thirty (30) calendar days	For the remaining duration of the appointment prior to the layoff or reduction in time
b.	Pre-six Unit 18 faculty on quarter 1/9 or semester 1/10 appointments, or the first year of an initial 9/12 academic year appointment	Either Layoff or reduction in time of multiple courses that combined exceed one IWC	Thirty (30) calendar days	Thirty (30) calendar days	Thirty (30) calendar days	For the remaining duration of the appointment prior to the layoff or reduction in time
c.	Pre-six Unit 18 faculty with 9/12 academic year appointments, with four (4) through nine (9) full or partial quarters or three (3) through six (6) full or partial semesters of University service in the layoff unit	Either Layoff or reduction in time of multiple courses that combined exceed one IWC	Sixty (60) calendar days	Sixty (60) calendar days	Thirty (30) calendar days	For the remaining duration of the appointment prior to the layoff or reduction in time
d.	Pre-six Unit 18 faculty with 9/12 academic year appointments, with ten (10) full or partial quarters or seven (7) full or partial semesters of University service in the layoff unit	Either Layoff or reduction in time of multiple courses that combined exceed one IWC	Ninety (90) calendar days	Ninety (90) calendar days	Thirty (30) calendar days	For the remaining duration of the appointment prior to the layoff or reduction in time

2. Continuing Unit 18 faculty Schedule Chart

	Appointment type	Action	Advance Written Layoff Notice	Reduction in Time Notice	Pay in Lieu of Notice	Reemployment Rights
a.	Continuing Unit 18 faculty	Reduction in time of one IWC or less, or one course if valued at more than one IWC	n/a	Thirty (30) calendar days	Thirty (30) calendar days	Two (2) years from the effective date of the reduction in time
b.	Continuing Unit 18 faculty	Reduction in time of multiple courses that combined exceed one IWC	n/a	Sixty (60) calendar days	Sixty (60) calendar days	Two (2) years from the effective date of the reduction in time
c.	Continuing Unit 18 faculty	Layoff	Twelve (12) months	n/a	Twelve (12) months	Two (2) years from the effective date of the reduction in time
d.	Senior Continuing Lecturer	Reduction in time of one IWC or less, or one course if valued at more than one IWC	n/a	Thirty (30) calendar days	Thirty (30) calendar days	Three (3) years from the effective date of the reduction in time
e.	Senior Continuing Lecturer	Reduction in time of multiple courses that combined exceed one IWC	n/a	Sixty (60) calendar days	Sixty (60) calendar days	Three (3) years from the effective date of the reduction in time
f.	Senior Continuing Lecturer	Layoff	Twelve (12) months	n/a	Twelve (12) months	Three (3) years from the effective date of the reduction in time