Communications Workers of America & CWA Staff Union
2022 Contract Negotiations

ARTICLE 14 - SURPLUS, LAYOFF AND REHIRING

14.1 Whenever it becomes necessary to lay off represented Staff covered by this Agreement, they shall be laid off in inverse order of seniority, that is, the represented Staff with the least seniority shall be laid off first. For purposes of the application of this section, inverse order of seniority shall apply separately to each of **three (3)** groups of employees: Group 1: Represented Counsel ~~and~~ Group 2: CWA Representatives and District Organizing Coordinators (as a single group for this purpose) **and Group 3: Senior Campaign Lead, Campaign Lead, Campaign Assistant. Within Group 3, layoffs shall be by title within specific projects or campaigns.**

14.2 Rehiring shall be by seniority such that the last person laid off within each group (per 14.1) shall be the first person rehired.

14.3 For regular full-time employees in Group 3, CWA shall first attempt to find work for the employee on another campaign or project, including positions which have not been posted yet. CWA reserves the right to transfer such bargaining unit employees from one project or campaign to another, regardless of whether any surplus or layoff is involved and without posting such jobs for bidding under Article 21. CWA shall not do so in an arbitrary or capricious manner.

14.**4** ~~Layoffs shall be on union-wide basis.~~ The process to be followed where CWA has determined that layoffs may be necessary **shall be as follows:**

> **Step 1. The employer shall immediately notify the Staff Union of any surplus of staff and the reasons for such surplus and vacancies available. The notification is required for the purposes of entering into effects bargaining regarding the implementation of any process or procedures necessary, with the intent to alleviate the need for a surplus declaration when possible. Vacancies that occur after notification required by this section and before completing Step #6 shall not be filled without the concurrence of Staff Union Officers.**
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> **Step 2.** Contractors **and** Blue Voucher employees performing bargaining unit work **of the affected group and project/campaign (if applicable)** ~~including T-Staff and employees hired under the SIF, GF and other temporary tittles~~ shall be separated prior to any Group 1,2 and 3 employees being laid off.
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> **Step 3.** Temporary Staff as **defined in Temporary Staff Article in the affected group and project/campaign (if applicable)** ~~including T-Staff and employees hired under the SIF, GF and other temporary titles~~ shall be separated prior to any Group 1,2 and 3 employees being laid off.

Step 4. A surplus of Staff shall be determined by the inverse order of seniority within a title and campaign/project (if applicable).

Step 5. The affected employee(s) shall be offered any vacant position(s) for which they are qualified in their affected grouping (Group 1, 2, or 3).

Step 6. If a surplus remains after Steps 1-6 have been exhausted, a bargaining unit employee who is subject to being laid off in accordance with this Article shall be offered an opportunity **to bump the least senior employee in their group (per 14.1). This shall be done on a union-wide basis.** ~~to transfer to another location if there is a unit employee anywhere, in the same group (per 14.1), who has less seniority.~~ Expenses for any such transfer, in lieu of layoff, shall be as provided in Article 12, Transfer Expenses, of this Agreement. **Employees may only bump into a position for which they are qualified. Employees may not bump into a higher job classification. However, employees may voluntarily bump down within their group.**

Step 7. Any Staff, as a result of being relocated due to a surplus, shall have first priority to return to the State or location from which they were transferred, provided they are qualified for the position.

14.**5** Surplus – When a surplus situation is declared by CWA, jobs that are negotiated with an employer whereby the National Union appoints an individual to perform this job and the work is of a full-time nature, it will then be staffed by Represented employees.

~~14.**6** During the life of this agreement, there will be no layoffs of CWA Staff hired prior to January 1st, 2016 unless CWA suffers a triggering event which leads to a significant loss of income within one three-month period. If the triggering event takes place all staff are subject to layoff. Any staff hired on or after January 1st, 2016 is subject to layoff regardless of a triggering event or not.~~

~~The Parties will meet for not more than three days to discuss the impact of the triggering event. In implementing a layoff, CWA will follow the processes of this article and the Agreement between CWA and the CWA Staff Union regarding Staff Surplus and Vacancy Plan.~~

14.6 The Staff Union and individual Senior Campaign Leads, Campaign Leads, and Campaign Assistants shall be notified at least sixty (60) prior to the expiration of a project via written and/or electronic communication that the SIF or Growth Fund project or campaign is expiring and whether management intends to renew, not renew, or make changes that will impact the staffing levels of the campaign or project. If the intent is not to seek renewal or seek renewal with staffing changes, the notice shall provide direction to the affected employees for where to find and apply for job openings within CWA.

14.7 For all employees who remain Temporary Staff as defined in Article # Temporary Staff, when such employee is separated from employment because the project or campaign is terminated or restructured prior to its expiration date, they will receive a one-time separation payment of one-thousand dollars ($1000).