

Article 12: Layoffs

12.1 Section 1:

If an individual accepts appointment to an ASE position for one or more terms/semesters ~~in an academic year~~ and the position offered is eliminated, or, in the case of a non-hourly position, is reduced prior to the ASE's end of appointment, the University shall notify the affected individual and the Union one month prior to the effective date of the action ~~in advance~~. Furthermore, the University will ensure that the individual:

12.1.1 End or reduce the appointment no sooner than the end of the term/semester in which the position has been offered and accepted; and Is given an appointment in a bargaining unit classification and will be paid equivalent compensation to that of the original appointed position, or

12.1.2 Place the affected ASE in another bargaining unit position with equivalent compensation to that of the original appointed position or provide equivalent compensation in lieu of a position, for one term/semester or the term of the appointment, whichever is shorter. ~~Receives equivalent compensation in lieu of the position for two semesters or the term of the appointment, whichever is shorter. For Hourly ASEs with an appointment period, equivalent compensation shall be for the number of hours in the appointment that were not completed. If the number of uncompleted hours for an Hourly ASE cannot be determined from the letter offering appointment or other correspondence, the ASE and the Department or Hiring Unit shall mutually agree upon the number of uncompleted hours based on the typical workload of appointees doing the same kind of work assignment.~~

12.1.3 For purposes of this Article, the term appointment refers to the commitment made to the ASE in the appointment letter.

