

XVI. LAYOFF

Layoffs are defined as a termination of an existing Unionized Faculty member's appointment and employment with the University, but shall not include the non-reappointment of an individual Unionized Faculty member's appointment as described in Article XXV, or termination of a Unionized Faculty member's appointment as described in Article VIII (Faculty Conduct and Discipline), Section 25.7 (Probationary Period for New Hires), Section 25.10 (Termination of Appointment for Failure to Pay Union Dues), or Section 25.11 (Termination of Appointment for Failure to Comply with Immigration Laws). A layoff may be determined in the sole discretion of the University, after effects bargaining within one month of notification with the Union, for any of the following circumstances:

1. Elimination or downsizing of an academic unit or program and/or merging of an academic unit or program with another academic unit or program;
2. A reduction in enrollment by 20% between academic years; or;
3. A reduction or elimination of funding for tuition by 20% between academic years or other serious financial considerations.

In determining which, if any, Unionized Faculty member will be retained in the event of a layoff, the University will consider factors such as degree of the Unionized Faculty member, discipline of the Unionized Faculty member, course(s) and/or subject matter(s) taught by the Unionized Faculty member, subject matter mastery of the Unionized Faculty member, performance of the Unionized Faculty member, job duties of the Unionized Faculty member and length of service as an employee of the University who is currently a Unionized Faculty member. Unionized Faculty members affected by a layoff may apply for any open and posted positions across the University for which they are qualified. After notice of a layoff is provided as set forth in this Article, upon the Union's request, the University will share information with the Union regarding the University's selection process and the factors considered. The notice requirements of this Article (for both the Union and affected Unionized Faculty members) shall not apply if the layoff is caused by unforeseen events beyond the reasonable control of the University. The University may, in its sole discretion, consider Unionized Faculty members who volunteer for a layoff in making its layoff decisions. Notwithstanding any other provision of this Agreement, decisions made by the University pursuant to the provisions of this Article XVI shall be final and shall not be subject to Chapter 7(D) "Faculty Grievance Procedure" or Chapter 7(E) "Faculty Appeals Procedure" of the Faculty Handbook or the grievance or arbitration procedure set forth in Article XI of this Agreement.

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- B. The layoff date shall be at the end of a fiscal year on June 30.
- C. The employer will inform the union through its union representative of the number of employees to be laid off within the unit, according to their categories of employment, no later than August 1 of the preceding calendar year.
- D. Any employee who has at least one (1) year of experience shall receive severance equal to four (4) months of their salary and four (4) months of their health benefits.