

Article XX. Layoff and Rehire, Seniority Reduction in Time

Section 1. Layoff or Reduction in Time

Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of funds, or reorganization, the Employer shall use the following procedure. The Employer shall identify the positions to be eliminated and the employee(s) affected and shall notify employees and the Union in writing, at least thirty forty-five (30) (45) calendar days in advance of implementation. Whenever possible the Employer will provide more than the minimum notice. A layoff is defined as involuntary separation or reduction in time for an employee due to lack of work, lack of funds, or reorganization. The order of layoff for employees funded by the same research project and working in the same job profile shall be on the basis of specialized skill, knowledge, security clearance or demonstrated ability essential to the department, program, project, or unit as determined by the Employer. Where there is no substantial difference between employees the order of layoff shall be by inverse seniority. The order of layoff or reduction in time for Employees in the same layoff unit, and the same title, shall be on the basis of special skill, knowledge, or ability essential to the department, program, project, or unit.

- A. Where there is no substantial difference in the degree of special skill, knowledge, or ability essential to the department, program, project, or unit, the order of layoff or involuntary reduction in time shall be in inverse order of seniority within the layoff unit.

Section 2. Rehire Seniority

- A. Layoff Rehire Sseniority is defined as the length of service in calendar days with UW. Service of less than full time shall be considered full time. Calendar days spent on layoff shall not be included in computing seniority except for cyclic year positions, but does not constitute a break in service. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit. Time spent on military duty leave, paid or unpaid, or time spent on release time for union business in accordance with Article XX Union Rights is included in seniority calculation.
- B. Rehire Sseniority shall be lost following a break in service including resignation, termination for cause, failure to return from a leave of absence, or expiration of rehire rights.
- B. At the written request of the Employee who has received notice of layoff or reduction in time, who is supported primarily by sources on which they are PI or co-PI, the University may reduce the salary for a fixed period of time as an alternative to reduction in time, provided they remain FLSA exempt and provided their effort remains commensurate with their appointment percentage. The University and the Employee shall sign an agreement regarding the duration of the salary reduction, and restoration of salary.

Section 2. Notice

- A. In the event that the University (supervisor) becomes aware that layoff is a possibility, the University shall provide written notice to the Employee at least three (3) months in

~~advance of the anticipated date of disruption. This notice shall include information about the reasons giving rise to the possible layoff, as well as notice that if the circumstances giving rise to the layoff are reversed, the Employee shall have their employment continued.~~

- B. ~~In the event that an employee shall be laid off, the University shall provide written notification to the employee and the Union. Such notice shall be provided at least 45 days eight (8) weeks in advance of the effective date of the layoff. In the event of layoff or reduction in time, the University shall provide written notification to the Employee. Such notice shall be provided at least three (3) four (4) six (6) months in advance of the effective date of the layoff. In the event that the circumstances giving rise to the layoff are reversed before the current appointment period ends, the Employee shall have their appointment continued.~~
- C. ~~In the event eight (8) weeks four (4) six (6) months notice cannot be provided, the University shall provide the laid off Employee their regular pay and benefits in lieu of notice for the portion of the eight (8) weeks four (4) six (6) months for which notice was not provided.~~
- D. ~~The University shall provide a copy of the notice to the union within five (5) working days of the notice to the Employee.~~
- E. ~~When the University determines that there is to be a change in the layoff unit within the bargaining unit, it shall give the UAW advance notice of at least thirty (30) calendar days and, upon request by the union, shall bargain regarding the impact on Employees.~~

Section 3. Rehire Layoff Status

A. Upon request, an Employee who is subject to layoff will be placed on the rehire list for twelve (12) months in order of seniority as defined above. The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Employees on the Rehire list will be offered a funded vacant position that the University intends to fill of the same job profile for which the Employee was laid off, is qualified for, and possesses the relevant specialized skills, knowledge, and demonstrated abilities as determined by the Employer.

B. Rehire Trial Period. Employees placed into vacant positions from the rehire list will serve a maximum six month rehire trial period unless the appointing authority allows for a shorter duration upon placement into the position. Upon mutual agreement by both parties, Employees with a rehire trial period of less than six (6) months may be extended by the appointing authority. During the rehire trial period either party may, at its sole discretion and without resort to the grievance procedure, initiate return to the rehire list. Time spent in a rehire trial period will not count toward the twelve (12) month rehire list period. Regardless of length, the six (6) month rehire trial period will be adjusted to reflect any paid or unpaid leave taken during the period.

B-C. Removal from Rehire List(s).

Removal from the rehire list(s) will occur for any of the following circumstances:

- (1) If placement does not occur within twelve (12) months.
- (2) If there are two total offers of placement from the rehire list and the employee either accepts or rejects them.
- (3) If the employee accepts a non-rehire list position at the University.
- (4) Employees who notify the UW they want to be removed from the rehire list

~~A. An Employee who is subject to layoff or reduction in time shall have rehire layoff status for one (1) year.~~

~~B. An Employee on layoff status shall be recalled into a vacant position that the University intends to fill of the same title for which the Employee is qualified and possesses the relevant special skills, knowledge, and abilities and into the same layoff unit. If more than one qualified person is on rehire layoff status, the order of recall shall be in order of seniority as defined above as related to layoff.~~

C. Affirmative action goals and recognition of extraordinary work performance may be considered at any point during the layoff or rehire process.

Section 4-

~~In order to mitigate the effects of a layoff, the University will provide advice to the Employee in finding an alternate appointment for which they are qualified.~~

Section 4. FTE Increase or Reduction

~~An employee in a position that is not abolished but is increased or reduced in FTE status and who will remain benefit eligible after the reduction or increase will have the choice of staying in the reduced or increased position and going on the rehire list for the position and FTE status held by the employee immediately prior to the increase or reduction exercising available layoff rights under Section 1 of this article. The employee must exercise this choice within three (3) working days of the increase or reduction notice.~~

Section 45.

This article does not apply to emergency layoffs due to acts of nature, financial emergencies, or suspension of operations.

Section 56 Involuntary Permanent FTE Reduction.

An employee in a position that is not abolished but is permanently reduced in FTE status will be notified of the reduction in writing at least forty five (45) days prior to the effective date. TheAn Employee in a position being reduced by at least .5 FTE will have the choice of staying in the reduced position and/or being placed on the rehire list described in Section III (A) above. The employee must exercise this choice within three (3) working days of the notice with the notice counting as the first day.