

**ARTICLE __
LAYOFF AND REDUCTION IN TIME**

A. GENERAL PROVISIONS

The University shall have the sole, non-grievable discretion to determine whether and when layoffs and reductions in time shall occur.

1. Layoff is defined as an involuntary separation for an academic researcher as a result of budgetary considerations, programmatic change, project change, or lack of work. Academic researchers with term appointments are considered to be separated from employment at the expiration of such appointments. This separation does not constitute a layoff.
2. A reduction of time (in percent effort or duration of appointment) occurs when an academic researcher's appointment is involuntarily reduced due to budgetary considerations, programmatic change, project change, or lack of work.

B. ORDER OF LAYOFF OR REDUCTION IN TIME

1. The University has the sole, non-grievable right to determine the department, program, project, or unit.
2. The order of layoff or reduction in time for academic researchers in the same department, program, project, or unit, and the same title or title series, shall be on the basis of special skill, knowledge, or ability essential to the department, program, project, or unit. This determination is made by the department, program, project, or unit head.
3. 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.
4. "Seniority" is calculated by full-time-equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be considered the less senior employee.

C. NOTICE

1. In the event of layoff or reduction in time, the University shall provide written notification to the academic researcher. Such notice shall be provided at least thirty (30) calendar days in advance of the effective date of the layoff.
 - a. In the event thirty (30) calendar days' notice cannot be provided, the University shall provide the laid off academic researcher pay and benefits in lieu of notice for the portion of the thirty (30) calendar days for which notice was not provided.
 - b. The University shall provide a copy of the layoff notice to the UAW within five (5) working days of the layoff notice to the academic researcher.
 - c. When an academic researcher with a term appointment grieves the layoff and the appointment ends prior to the resolution of the grievance, the notice of layoff shall also serve as notice of non-reappointment, where such notice is required.

D. GRIEVANCE AND ARBITRATION

1. Only allegations of procedural violations of this Article shall be subject to the Grievance and Arbitration provisions of this Agreement.
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, projects, or titles affected by the layoff or reduction in time.