

This is part of a package proposal. UAW reserves the right to withdraw this package proposal at any time, at its sole discretion and without penalty. If this package proposal is not accepted as written in its entirety and without modification as described below, this proposal will be declared to be void and non-existent and the Union will return to bargaining from its language proposed prior to this package proposal.

ARTICLE __
LAYOFF, REDUCTION IN TIME, AND NON-REAPPOINTMENT

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.~~ funding becoming unavailable.
2. Academic researchers with term appointments are considered to be separated from employment at the expiration of such appointments, unless reappointed. This separation does not constitute a layoff and is considered a non-reappointment.
3. A reduction of time (in percent effort or duration of appointment) occurs when an academic researcher's appointment is involuntarily reduced due to funding becoming unavailable. ~~budgetary considerations, programmatic change, project change, or lack of work.~~
4. In the event the funding is restored within the time that the current appointment period would have been in place, the Academic Researcher shall have their appointment restored when the funding is restored.
5. In order to mitigate the effects of a layoff or reduction in time, the University will provide advice to the Academic Researcher in finding an alternate Academic Researcher appointment for which they are qualified.
6. An Academic Researcher who is subject to layoff or reduction in time may request that the University supply a written statement concerning the unavailability of funding that is the reason for the layoff. The University shall provide such statements upon request.

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 in inverse order of seniority 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. The University may retain employees irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other employees in the same title series in the layoff unit and which are necessary to perform the ongoing functions of the department. If an employee with less seniority is to be retained, the University shall notify the union in writing in advance of the layoff notice of the special knowledge, skills and abilities which support the retention of the less senior employee.
5. "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-ninety (3090) calendar days in advance of the effective date of the layoff.

- a. In the event ~~thirty ninety (3090)~~ 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 ninety (3090)~~ calendar days for which notice was not provided.
- b. The University shall provide a copy of the layoff notice to the UAW within ~~one five (51)~~ 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.~~

E. Layoff Status

An Academic Researcher who is subject to layoff or reduction in time shall have layoff status for one (1) year following the effective date of the layoff.

- 1. An Academic Researcher on layoff status shall be recalled into any available position for which the Academic Researcher is qualified at the same campus. If more than one qualified person is on layoff status, the order of recall shall be in order of the effective date of layoff.**
- 2. Each campus shall maintain a current roster of Academic Researchers on layoff status and shall provide notice of employment opportunities to such persons.**
- 3. An Academic Researcher on layoff status may be eligible to participate in employee benefit programs as allowed by the University's Group Insurance Regulations.**

F. Non-Reappointment

The University may decide not to renew an Academic Researcher's term appointment under this section when the availability of suitable funding for the position does not justify renewal of the appointment.

1. Written Notice of Intent

The University shall provide a written Notice of Intent not to reappoint an Academic Researcher at least sixty (60) days prior to the appointment's specified ending date. Either the appointment shall be extended to provide the required notice, or appropriate pay in lieu of notice shall be given. The University shall provide a simultaneous copy to the Union. The Notice shall state:

- a. the intended action is not to reappoint the appointee and the proposed effective date;**
- b. the basis for non-reappointment, including a copy of any materials supporting the decision not to reappoint;**
- c. the appointee's right to respond either orally or in writing within fourteen (14) calendar days of the date of issuance of the written Notice of Intent; and**
- d. the name of the person to whom the appointee should respond.**

2. Response to Written Notice of Intent

The Academic Researcher who receives a written Notice of Intent shall be entitled to respond, either orally or in writing, within fourteen (14) calendar days of the date of issuance of the written Notice of Intent. The response, if any, shall be reviewed by the administration.

3. Written Notice of Action

If the University decides not to reappoint an Academic Researcher who holds a term appointment, following the review of a timely response, if any, from the Academic Researcher, and within thirty (30) calendar days of the date of issuance of the written Notice of Intent, the University shall issue a written Notice of Action to the Academic Researcher and the Union of the non-reappointment and its effective date. The Notice of Action also shall notify the appointee of the right to grieve the action under Article XX.