

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 programmatic change, lack of work or~~ *lack of appropriate funding*.
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 ~~programmatic change, lack of work or~~ *lack of appropriate funding.*
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 *layoff unit.*~~
1. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give UAW advance notice of at least thirty (30) calendar days and shall meet and confer, upon request by the union, regarding the impact on Academic Researchers.
2. The order of layoff or reduction in time for academic researchers in the same *layoff* 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 *supervisor*.

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 *within the layoff unit*.
4. **If an employee with less seniority is to be retained under the provisions of Section B.2, 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.
6. *At the written request of the Academic Researcher 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 Academic Researcher shall sign an agreement regarding the duration of the salary reduction, for a period of time not to exceed their term appointment. **The Academic Researcher's salary shall be restored if additional funds are identified.***

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 ~~forty-five (45)~~ calendar days in advance of the effective date of the layoff.
 - a. In the event *forty-five (45)* 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 *forty-five (45)* 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.

2. *The notice shall include the reason for the layoff or reduction in time.*

D. LAYOFF STATUS

An Academic Researcher who is subject to layoff or reduction in time shall have layoff status for one (1) year, or the end of their appointment, whichever is sooner.

1. *An Academic Researcher on layoff status shall be recalled into a vacant position that the University intends to fill of the same title for which the Academic Researcher is qualified and into the same layoff unit. 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. *An Academic Research on layoff status may be eligible to participate in employee benefit programs as allowed by the University's Group Insurance Regulations.*

~~E. 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.~~