

# University Counterproposal

## January 29, 2026 Layoff (Staff)

1. The Employer may lay off bargaining unit staff ~~only~~ for the following reasons:
  - 1.1. ~~Financial exigency<sup>1</sup> that is demonstrably bona fide;~~
  - 1.2. Termination of a ~~responsibility center, school, unit,~~ or regional campus;
  - 1.3. Lack of work;
  - 1.4. Lack of funding for ~~externally funded~~ -contingent ~~appointmentspositions~~;  
or
  - 1.5. Position elimination.
2. ~~Notice of layoff shall be provided to affected bargaining unit staff as soon as practicable. Where circumstances permit, b~~Bargaining unit staff will be notified ~~in advance at least six months prior to the date of the layoff, whenever such notice is possible.~~
3. ~~Layoffs will be in order of seniority, beginning with the most junior employee in that job classification. The University will consider the following factors when conducting layoffs: comparative qualifications, experience, performance, and seniority. The University will have sole discretion to determine these matters. If, as between two (2) or more employees, the factors of comparative qualifications, experience and performance are in the University's judgment equal, then seniority shall govern, with the most junior employee in the job classification subject to layoff first.~~
- 3.4. ~~Upon request by the bargaining unit employee subject to layoff, the Employer will assist the employee in obtaining employment with the Employer by providing a link to the Employer's career site. The Employer will assist bargaining unit employees subject to layoff in obtaining substitute employment with the Employer. Upon request by the employee, the Employer shall provide a list of available positions at the Employer for which the employee is qualified, as determined by the Employer, and the Employer shall connect the bargaining unit employee with an Employer provided recruiter. For any available position for which the Employer~~

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<sup>1</sup>Subject to the parties' agreement on Financial Exigency.

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~~has determined the employee is well qualified, the Employer shall give priority consideration to the employee's application.~~

4. The Employer will make a good faith effort to move bargaining unit employees subject to layoff to available positions for which they are qualified (as determined by the Employer) elsewhere in the university that are as close as reasonably practicable to the rate of pay of the previous position. In the event that the bargaining unit employee declines the move, they shall be entitled to displace another employee as set forth below.
5. ~~A bargaining unit employee shall be entitled to recall within 24 months of their date of layoff in the event that there is an opening for the position from which they were laid off. More senior employees shall be recalled before more junior employees.~~ A bargaining unit employee who is subject to layoff, and not moved to an available position, and who has seniority greater than that of another bargaining unit employee, may first displace a less senior bargaining unit employee within their Responsibility Center. If no such person exists, they may displace the least senior employee in the bargaining unit holding a position at the same campus for which the employee is qualified. If no such person exists, they may displace the least senior employee in the bargaining unit holding a position on any campus for which the employee is qualified. Employees who exercise their rights to displace another may do so only if they are qualified to perform the work of the employee being displaced.
6. In the event that a laid off bargaining unit employee applies for an open bargaining unit position at the University for which they ~~are well-qualified~~ ~~meet the education, experience, and skill requirements in the job posting~~ within ~~24~~ ~~12~~ months of their date of layoff, they will ~~be~~ preferred over all other candidates ~~receive priority consideration.~~ ~~The bargaining unit employee is required to notify the Employer of their layoff status in their application.~~ ~~The University will have sole discretion to determine these matters.~~ In the event that more than one laid off employee applies for an open position at the university for which they ~~are qualified~~ within ~~24~~ months, the most senior will be preferred.
7. In the event that a laid off bargaining unit employee's department or the Office of Human Resources (OHR) is contacted for a reference, the department or OHR will indicate that the separation from employment does not imply a negative judgment about the ~~Affected Employee's~~ bargaining unit employee's individual performance but is due to circumstances beyond the employee's control. At the time of layoff, the bargaining unit employee shall receive a letter of separation indicating the reason for layoff.

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8. For bargaining unit employees who have been laid off, upon the request of such employee, the Employer will set up an automatic reply for such employee's work email, including their personal email address, for those seeking to contact the separated employee.

8.9. The Employer's layoff of bargaining unit employees who have not completed their provisional period shall not be subject to the terms expressed in this Article.

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