

University Counterproposal

May 5, 2026

Layoff (Staff)

1. The Employer may lay off bargaining unit staff for the following reasons:
 - 1.1. Financial exigency ~~that is demonstrably bona fide~~;
 - 1.2. Termination of a responsibility center, unit, or regional campus;
 - 1.3. Lack of work;
 - 1.4. Lack of funding for externally funded contingent positions; or
 - 1.5. Position elimination.
2. Bargaining unit staff will be notified at least 90-45 business days prior to the date of the layoff.
3. ~~The University will consider the following factors when conducting layoffs within the same unit: comparative qualifications, experience, performance, and seniority. The University will have sole discretion to determine these matters. If, as between two (2) or more employees within the same unit, 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. Layoffs will be in order of seniority, beginning with the most junior employee in the job sub-family in the affected Responsibility Center, provided that the retained employee possesses the qualifications and ability to perform the work.~~
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. If the employee applies to a vacant position prior to the effective date of their separation or within 12 months following the effective date of their separation, and the Employer determines that the employee is well-qualified for the position, the Employer will give priority consideration to the employee's application. The bargaining unit employee is required to notify the Employer of their layoff status in their application. 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~~

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~~employee with an Employer provided recruiter. For any available position for which the Employer has determined the employee is qualified, the Employer shall give priority consideration to the employee's application.~~

5. A bargaining unit employee shall be entitled to recall within 24 12 months of their date of layoff in the event that there is an opening in the same department, ~~or, in the case of departments with fewer than 15 bargaining unit employees, the same Responsibility Center, or division~~ for the same position from which they were laid off or a lower-level job in the same job sub-family-(e.g., Academic Advisor I for an employee laid off from an Academic Advisor II position) in the same department, and for which they meet the required minimum qualifications at the time of recall, provided they remain legally qualified to perform the work, in the case of recall to the same position, or, in the case of recall to a lower level job, provided they meet the qualifications for that position. More senior employees shall be recalled before more junior employees. The Employer shall notify employees potentially entitled to recall and permit employees entitled to recall no less than 10 business days to return to work. Employees who intend to return shall notify the Employer of this intent within five-three business days following receipt of notice of right of recall from the Employer.
6. ~~In the event that bargaining unit employee who has received notice of layoff or who has been laid off applies for an open bargaining unit position at the University for which they meet the education, experience, and skill requirements in the job posting prior to 24 months after their date of layoff, they will receive priority consideration. The bargaining unit employee is required to notify the Employer of their layoff status in their application.~~
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 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.
8. For bargaining unit employees whose core responsibilities include teaching or training -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. The bargaining unit employee is responsible for providing the personal email to their supervisor prior to the date of layoff. The out of office response will remain for six (6) months following the date of termination.

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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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