2	ARTICLE 18 LAYOFF				
3	18.1	General Policy.			
4 5 6 7 8 9		(a)	Implementation. Subject to com University may implement a lay resources; reorganization of acad functions; reorganization of degre	apliance with applicable University policy, the yoff at any time as a result of reallocation of demic or administrative structures, programs, or e or curriculum offerings, requirements, or means circumstances; or reduction or elimination of hall not be arbitrary or capricious.	
10		(b)	Layoff Unit. The layoff unit may	be at any organizational level of the University.	
11 12 13		(c)	•	the program areas, subject areas, positions, and nsistentin keeping with the criteria described laid	
14 15		(d)	Terminations (voluntary or involuthis Agreement shall not be deem	intary) which occur pursuant to another Article of ed a layoff.	
16	18.2	Layo	ff Considerations.		
17 18		(a)	No employee shall be laid off if t unit who are not also laid off.	there are employees of a lower rank in the layoff	
19 20 21		(b)		r (4) years of continuous service shall be laid off e rank with less service in the layoff unit who are	
22 23 24 25 26 27		(e)(a)	In determining layoffs after the above considerations have been taken into account, the University shall consider appropriate factors including: length of continuous employment at the University; performance evaluations (aggregate results averaged over the previous three annual evaluations); and the employee's academic training and credentials, external professional reputation and experience, teaching effectiveness, research record, service to the institution and the profession		
28 29 30 31		(d)(b)	employees are substantially simil	inployee is being considered for a layoff, and said lar with respect to the factors in Section 18.2(c) rminative factor, and the layoff shall occur in the	
32 33 34		(e)	notification of a layoff a writter	ection may request within twenty (20) days of the justification for their selection to be laid-off. gnee shall provide such statement within twenty	
	For the University		ersity	For the UFF	
				-sin Xyles	
	Alex Landback Chief Negotiator			Myles Kim Chief Negotiator	
	Date	May :	19, 2021	Date May 19, 2021	

(20) days following receipt of such request. The written justification shall clearly and specifically address the <u>rationale used to identify employee that was laid off.</u> eriteria in 18.2 (a), (b), and (c) as they apply to the laid off employee and will include specific comparisons with the other employees in the layoff unit. The university will strip any identifying information from performance evaluation results in these comparisons.

18.3 Notice of Intent.

- (a) The University shall provide the UFF and faculty member with no less than one (1) academic year advance notice prior to the effective date of any layoff. The University shall provide the UFF and the Wellness Counselor and/or Assistant Librarian with no less than six (6) months advance notice prior to the effective date of any layoff.
- (b) The notification to the employee shall include the effective date of the layoff; the reason for the layoff; a statement of recall rights; and a statement of appeal/grievance rights and applicable deadlines for filing.
- (c) The notification to UFF shall include the units affected by the layoff, the reason for the layoff, and the employee(s) to be laid-off. The UFF may request a consultation with the President or representative pursuant to Article 2 (Consultation) during this period to discuss the layoff.

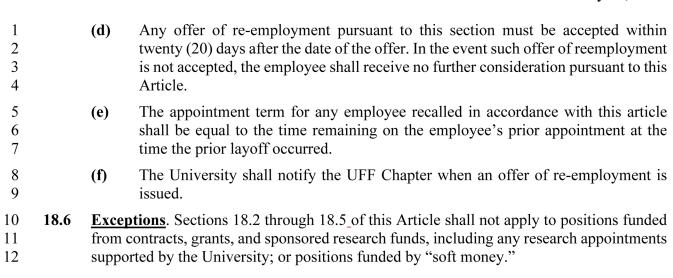
18.4 **Grievability**.

- (a) Pursuant to Article 11 Grievance and Arbitration Procedure, the decision to layoff is only grievable if an employee who receives written notice of layoff contests the decision because of an alleged violation of this Agreement or an alleged violation of an employee's constitutional rights.
- (b) Such grievances must be filed in accordance with the provisions set forth in Article 11.

18.5 Re-employment/Recall.

- (a) Employees who are laid off remain eligible for reemployment.
- (b) For a period of two (2) years following a layoff, an employee who has been laid off shall be offered reemployment in the same or similar position at the University should an opportunity for such reemployment arise.
- (c) It shall be the employee's responsibility to keep the University advised of the employee's current address.

For the University	For the UFF
	-sin Xryles
Alex Landback	Myles Kim
Chief Negotiator	Chief Negotiator
Date May 19, 2021	Date May 19, 2021



For the University

Alex Landback Chief Negotiator

Date May 19, 2021

For the UFF

Myles Kim Chief Negotiator

Date May 19, 2021

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