

ARTICLE 33

LAYOFF

- 33.1 When the President determines that a layoff is necessary on a campus because of a lack of work or lack of funds, the following procedures shall apply.
- 33.2 The President may consider alternative programs to mitigate layoffs prior to implementation of the procedures in this Article. If the President determines such a program is appropriate, the CSU will notify the Union.
- 33.3 When the CSU determines that there is a need for implementation of any procedures outlined in this Article, the CSU agrees to immediately notify the Union, and upon written request, meet and confer with APC on the bargaining unit impact. The campuses will copy the Union Steward, or the statewide APC office if the campus does not have a Union Steward, on layoff letters to employees.
- 33.4 Involuntary reduced worktime shall refer to an involuntary reduction in the time base of full-time employees in one (1) or more classifications within the bargaining unit, and shall be subject to this Article.
- 33.5 After providing the initial notice of layoff to an employee, the President shall make available voluntary programs to avoid and/or mitigate layoff including, but not limited to, reduced worktime, unpaid leaves of absence (per Article 22), and use of the 10/12 and/or 11/12 pay plans (per provisions 27.1 – 27.9). Response to these programs will be evaluated by the President to determine whether they will effectively mitigate the need to layoff.

Order of Layoff

- 33.6 Layoff shall be within classifications determined by the President. Ten (10/12) month, eleven (11/12) month, twelve (12) month and academic year positions with the same class title shall, for the purposes of layoff, be considered a single class. The order of layoff shall be:
- a. first, intermittent employees;
 - b. second, temporary employees;
 - c. third, probationary employees;

- d. last, permanent employees.

Intermittent employees who perform work on an irregular basis may be excluded from layoff at the discretion of the President. Temporary and probationary employees in a classification shall be separated or laid off before permanent employees in the same classification. Non-reappointment of an intermittent or temporary employee does not constitute a layoff.

Temporary and Probationary Employees

- 33.7 The President shall establish the order of layoff for temporary and probationary employees in a classification by considering only the following factors:
- a. specialized skills and competency of the employee in relation to program need; and
 - b. documentable meritorious service of the employee.

Permanent Employees

- 33.8 The order of layoff for permanent employees in a classification shall be in reverse order of seniority.
- 33.9 A permanent employee who possesses documentable specialized skills that are needed for the program, not possessed by other employees in classification(s) undergoing layoff, may be excluded by the President from the layoff list.

Computation of Seniority Points for Permanent Employees

- 33.10 All seniority points calculated for and earned by permanent employees prior to June 30, 1983 shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, earned pursuant to the terms of this Agreement, shall be added. The computation of seniority points pursuant to the following provisions shall replace the existing method of computation for points earned subsequent to June 30, 1983. Thereafter, seniority points shall be calculated and provided to the Union by the Office of the Chancellor upon written request by the Union or those campuses that have notified APC of a layoff of Unit 4 employees.

- 33.11 Full-time permanent ten (10/12) month employees, eleven (11/12) month employees, twelve (12) month employees, and academic year employees shall earn one (1) seniority point of service credit in a given class for each qualifying month of employment. Part-time employees holding permanent status shall earn seniority points proportional to the time base served. In no case shall a permanent employee earn more than twelve (12) seniority points per year.
- 33.12 For the purpose of computing permanent employee seniority credit, length of service includes continuous time served on the campus as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, consistent with provision 33.13 below plus any service in classes of equal or higher rank on the campus which has not been interrupted by a permanent separation. The term "class of equal rank" as used in this Article shall mean a class of not more than one-half (1/2) step (approximately two and one-half (2-1/2) percent) above or below the maximum salary of the employee's current class.
- The term "class of higher rank" as used in this Article shall mean a class which has a maximum salary of more than one-half (1/2) step (approximately two and one-half (2-1/2) percent) above the maximum salary of the employee's current class.
- 33.13 After ratification of this agreement, a Unit 4 employee may be temporarily reassigned to serve in either an MPP or non-represented classification for up to twenty-four (24) months without the employee having a break in continuous service or losing prior earned seniority points. After twenty-four (24) months there will be a break in continuous service for the purposes of retaining Unit 4 seniority.
- 33.14 Service in another bargaining unit does not count for seniority purposes in Unit 4, but it does not count as a break in continuous service for the purposes of retaining previously earned Unit 4 seniority.
- 33.15 Seniority credit is counted from the first calendar month of appointment to the current classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.17), if the appointment or return date is on or before the fifteenth (15th) calendar day of that month. Seniority credit is counted from the second calendar month of appointment to the current classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.17), if the appointment or return date in the first calendar month is after the fifteenth (15th) calendar day in that month.

- 33.16 Seniority credit upon separation from a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.17), shall terminate effective the end of the calendar month preceding the date of separation or leave if the date of separation is on or before the fifteenth (15th) calendar day of the month of separation. Seniority credit upon separation from a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.17), shall extend until the end of the calendar month of separation or leave if the date of separation is after the fifteenth (15th) calendar day of the month of separation.
- 33.17 All time spent in family care, military, disability, loan of an employee to another governmental agency or leave with pay status shall count toward the accumulation of seniority points. All other time spent in leave without pay status, as well as periods of suspension without pay, shall not count toward the accumulation of seniority points; however, such time shall not constitute a break in continuous service.
- 33.18 In the event a class is abolished or the use of the class restricted and a new class established in its place, all time served in the prior comparable class shall be counted as service in the new class.

Tie-Breaking in the Order of Layoff

- 33.19 A tie exists when two (2) or more permanent employees in a classification undergoing layoff have the same number of seniority points.
- 33.20 The President shall break ties in establishing the layoff order of permanent employees by considering documentable specialized skills and the competencies of the employee.
- 33.21 If the President is unable to break the tie pursuant to provision 33.20, the following method will be used:
- In comparing CSU Employee Identification Numbers, the employee with the lowest last digit remains.
 - If a tie still exists, the employee with the lowest second to last digit remains.
 - The process continues until the tie no longer exists.

Employee Notice of Layoff

- 33.22 Except as provided in Article 13, Appointment, a temporary or probationary employee who is to be laid off shall receive notice of such layoff from the President no later than thirty (30) days before the effective date of layoff.
- 33.23 A permanent employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days prior to the effective date of layoff.
- 33.24 Notice of a layoff should be in-person, which includes virtual, and will be accompanied by a written notice (via hand or electronic delivery). A Proof of Service shall then be completed and retained by the campus.

When a campus determines an in-person meeting is not practicable, notice shall be mailed with tracking to the employee's last known address.

Employee Options in Lieu of Layoff

- 33.25 A permanent employee who has received a notice of layoff may exercise their right to elect transfer to any vacancy on the campus in the bargaining unit for which they are currently qualified. Such qualifications shall be determined in the normal manner. When two (2) or more such permanent employees elect transfer to the same vacancy in accordance with this provision, the employee to be transferred shall be selected on the basis of any of the following factors:
- a. specialized skills and competencies of the employee; and
 - b. documented meritorious service of the employee.
- 33.26 A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any classification in which they have served as a permanent employee during the period preceding the layoff, provided the class has not been abolished, there has been no break in service, and the employee is currently qualified for the position. If the class has been abolished and the University determines a comparable class has been established, the employee may, in accordance with the foregoing, transfer to the new class. An employee who elects transfer or demotion pursuant to this provision shall have their seniority points recomputed, pursuant to provisions of this Article, on the basis of the class to which they are moving.

- 33.27 In order to elect the options in provisions 33.25 - 33.26 above, an employee must notify the campus Human Resources Office in writing not later than seven (7) days after receiving the notice of layoff.
- 33.28 An employee replaced by the demotion or transfer of an employee who has received a notice of layoff shall have the same rights as outlined in provisions 33.25 and 33.26 above of this Article.

Reemployment Rights

- 33.29 In the event that intermittent bargaining unit work is available, such work shall first be offered to employees on the Article 33.30 reemployment list if the employee was in the classification series of the intermittent position and is qualified to perform the work. Offers of intermittent work shall first be offered to the most senior employee on the reemployment list in the classification series and in descending order of seniority, provided the employee is qualified to perform the work.

Declining intermittent work shall not negatively affect the employee standing on the Article 33.30 reemployment list.

- 33.30 The name of a laid off permanent employee shall be entered on a reemployment list by class in order of seniority. A name may remain on a reemployment list for five (5) years. It is the obligation of the laid off person to notify the campus of address change.
- 33.31 Position vacancies in a class for which there are names of qualified individuals on the reemployment list shall not be filled without first making an offer of reemployment to those on the list. If any individual on the reemployment list declines two (2) such offers, the employee waives their reemployment rights. An individual on a reemployment list may request inactive status for up to one (1) year.
- 33.32 The following process will be used to offer reemployment:
- The campus will contact the employee by telephone and email to offer the employee reemployment.
 - If the employee has not accepted or declined the offer of reemployment within two (2) business days, then the campus will mail the offer to the employee's last known mailing address.
 - The employee has fourteen (14) days from the date of the first telephone call and email to accept or decline the offer of reemployment.

- If the employee fails to respond within the fourteen (14) day period, the offer will be considered declined.

33.33 An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit (subject to California Public Employees' Retirement System (CalPERS) regulations), salary rate, sick leave, and seniority credits they held at the date of layoff.

33.34 The CSU shall post all bargaining unit vacancies to the CSU Careers Website (<http://csucareers.calstate.edu>). A campus may not fill a vacancy without ascertaining whether such an employee or former employee has applied. If such an employee has applied for a vacancy, their application shall be considered, and if qualified for the vacant position, they shall be granted an interview. Such qualifications shall be determined in the normal manner.