

## ARTICLE 30

### LAYOFF

- 30.1 It is the intent of the Employer to provide stability of employment to the employees.
- 30.2 Prior to providing layoff notice, the President shall consider alternative programs intended to mitigate potential layoffs. If the President determines such a program(s) is appropriate, the CSU will notify the Union. The Union may then request to meet and confer over these programs.
- 30.3 When the President determines that a layoff is necessary on a campus because of a lack of work and/or a lack of funds, the following procedures shall apply.
- A layoff shall refer to an involuntary separation, involuntary reduction in an employee's timebase, or an involuntary pay plan change. Non-reappointment of a temporary employee does not constitute a layoff.

#### Notice of Layoff

- 30.4 When the CSU determines a need for any unit 6 layoff, the Union shall be notified immediately. The Union may submit a written request to the Office of the Chancellor to meet and confer on the bargaining unit impacts including, but not limited to, voluntary programs, reduced work time, leaves of absence, and any other remedy to mitigate layoffs.

#### Order of Layoff

- 30.5 Layoff shall be within a defined occupational series grouping as established by Appendix B. The order of layoff shall be:
- a. first, Limited Hourly employees;
  - b. second, Temporary employees;

- c. third, Apprentices;
- d. fourth, Probationary employees; and,
- e. last, Permanent employees.

- 30.6 When there is a layoff pursuant to provision 30.3 above, Limited Hourly, Temporary, Apprentice, and Probationary employees shall be laid off in a defined occupational series grouping without regard to length of service. Layoff is to be determined by merit and competency in relation to program needs.
- 30.7 Permanent employees shall be laid off in a defined occupational series grouping as defined in Appendix B in reverse order of seniority.
- 30.8 An 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

- 30.9 All employees (Limited Hourly, Temporary, Apprentice, Probationary, and Permanent) earn seniority points but are not credited with these seniority points until they become Permanent employees.
- 30.10 Permanent employees shall be credited with seniority points for service in a defined occupational series grouping for each qualifying month of employment as described in provision 30.11 below.
- 30.11 For the purpose of computing Permanent employee seniority credit, length of service includes continuous time served as a Limited Hourly, Temporary, Apprentice, Probationary, or Permanent employee in a defined occupational series grouping, and is counted from the date of appointment to a class within a defined occupational series grouping.

Time worked is credited as follows:

- a. One (1) seniority point for every month worked on an appointment of more than three-quarters.
  - b. Three-quarters (.75) points for every month worked on a three-quarters appointment.
  - c. One-half (.5) point for every month worked on a half-time appointment.
  - d. Five hundredths (.05) of a point for month worked on an intermittent appointment.
- 30.12 Seniority credit is counted from the first calendar month of appointment to the current classification or classification within a defined occupation series grouping, if the appointment 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 or skill level within a classification held if the appointment is after the fifteenth (15th) calendar day in that month.
- 30.13 The parties may mutually agree that an employee may be temporarily assigned to a position in another classification at a salary rate appropriate for the temporarily assigned duties and responsibilities. Such temporary assignment shall not exceed six months (180 days), except by mutual agreement of the parties. A temporary assignment implemented under this provision shall not be considered as a break in service for computation of seniority points, and an employee on such temporary assignment shall retain bargaining unit status.
- 30.14 In no case shall a Permanent employee earn more than twelve (12) seniority points per year.
- 30.15 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, as long as both classes are within the same occupational series grouping.

#### Tie-Breaking in the Order of Layoff

- 30.16 A tie exists when two (2) or more Permanent employees in a defined occupational series grouping undergoing layoff have the same number of seniority points.

- 30.17 In establishing the layoff order of Permanent employees, ties shall be broken considering only the following factors:
- a. specialized skills and competencies of the employee; and
  - b. documented meritorious service by the employee.
  - c. if the President is unable to break the tie based on a and b above, the following method will be used:
    - The employee, with the lowest last digit of their CSU Employee Identification Number, remains.
    - If a tie still exists, the employee with the lowest second to last digit remains.
    - This process continues until the tie no longer exists.

#### Voluntary Programs to Avoid Layoff

- 30.18 After providing the initial notice of layoff to an employee, the President shall ensure that voluntary programs designed to reduce layoffs are available. Response to these programs will be evaluated by the President to determine whether they will effectively mitigate the need to layoff.
- 30.19 Such programs shall include, but shall not be limited to:
- a. A voluntary reduction in worktime.
  - b. Leaves of absence without pay in accordance with Article 19.

#### Notice of Layoff

- 30.20 A Temporary, Intermittent, Apprentice or Probationary employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) calendar days before the effective date of layoff.
- 30.21 A Permanent employee who is to be laid off shall receive notice of such layoff from the President no later than sixty (60) calendar days prior to the effective date of layoff.

Notification of a layoff should be given in-person. If a campus determines an in-person meeting is not practicable, other options may include virtual meeting or telephone. In all cases, the written notice will also be provided by tracked mail delivery to the employee's last known address. Confirmation of service shall be recorded by the campus.

#### Employee Options in Lieu of Layoff

- 30.22 A Permanent employee who has received a notice of layoff shall have the right to elect transfer to any vacancy for which they are currently qualified in the unit at the campus where notice occurred. Such qualification shall be determined in the normal manner. When two (2) or more such Permanent employees elect transfer to the vacancy, the employee to be transferred shall be selected on the basis of any of the following factors:
- a. specialized skills and competencies of the employees; and
  - b. documented meritorious service by the employee.
- 30.23 A Permanent, Probationary, or Apprentice employee who has received a notice of layoff may elect to be transferred or demoted to any previously held classification outside of the occupational series grouping in which they held permanent status at the campus, provided there has been no break in service.
- 30.24 In order to elect provision 30.22 or 30.23 of this Article, an employee must notify the campus Personnel Office in writing of their election not later than seven (7) calendar days after receiving the notice of layoff.
- 30.25 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 30.22 and 30.23 of this Article.
- 30.26 If an employee elects a demotion in lieu of layoff, they shall receive a payment above the maximum in accordance with Article 24, Salary.

## Re-employment Rights

30.27 The names of laid off permanent employees shall be entered on a re-employment list by classification in order of seniority. An employee's name shall remain on the re-employment list until the employee returns to a position within the defined occupational series group in the same classification or lower classification held at the time of layoff and at the same timebase as previously held.

In no case shall a name remain on the re-employment list for more than three (3) years.

30.28 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) days, then the campus will mail the offer to the employee's last known mailing address.
- The employee has fourteen (14) days from date of the first telephone call 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.

The employee is responsible for keeping their contact information up to date with the Human Resources Office.

30.29 Position vacancies in the same or lower classifications in a defined occupational series group for which there are names of qualified individuals on the re-employment list as established in provision 30.27 above shall not be filled without first making an offer of re-employment to those on the list. If an individual on the re-employment list declines two (2) such offers, the employee waives their re-employment rights. An individual on a re-employment list may request inactive status for up to one (1) year.

30.30 An employee re-employed under the conditions of this Article shall retain permanent status rights, service credit (subject to PERS regulations), salary step, sick leave, and seniority credits they held at the date of layoff.

30.31 Provisions of this Article shall apply only to the campus where the layoff occurred, except for provision 30.32 below.

### Re-employment Opportunities

- 30.32 The CSU shall post all bargaining unit vacancies on the CSU careers section of the CSU website, thereby making available to employees information regarding employment opportunities at all CSU campuses. Employees in receipt of notice of layoff shall be notified of the opportunity to register online at the CSU Careers website in order to receive emails announcing position vacancies in the bargaining unit. Should such an employee be unable to receive such communications, they may request that Teamsters Local 2010 be sent those communications on their behalf.

No campus may fill a vacancy without first ascertaining whether there are individuals in the applicant pool who hold reemployment rights under Article 30.27. If such individuals have applied for the vacancy and self-identified as a laid-off employee or an employee in receipt of a layoff, they shall be interviewed.

- 30.33 The number of student work hours in this unit at a campus shall not be increased in the event of layoff of bargaining unit employees at that campus.