

## **ARTICLE 20**

### **REDUCTION IN FORCE/RECALL**

#### **A. NOTICE**

Should the University decide a force reduction is necessary; the University will meet with the Union to discuss alternatives to minimize the anticipated reduction in force.

When the University determines that a reduction of the work force will be implemented, where possible the University will give the affected employee(s) and the Local Union President advance written notification no later than fifteen (15) working days prior to the contemplated effective date.

#### **B. REDUCTION PRIORITY**

1. Where a reduction in the work force of the University or of any department is necessary, the University will achieve such reduction on the basis of available work within each job classification. Layoffs shall be in the inverse order of seniority provided, however, that the University can retain a less senior employee possessing essential certifications or licenses required by the University or the department and issued by a federal, state or local government, or a recognized professional association.
2. The University will effect such force reduction on a University or departmental basis in keeping with the following:
  - a. The layoff of seasonal and casual employees, and intermittent employees as defined in Article 2 (C), Recognition;
  - b. The layoff of probationary employees as defined in Article 17 (C) (1);
  - c. The layoff of part-time employees;
  - d. The layoff of full-time employees.
3. Any employee who would otherwise be laid off may bump the least senior employee as follows:
  - a. In their bumping series as outlined in Appendix C, or
  - b. In another bargaining unit classification previously held with the University and for which the employee remains qualified to perform all work available.
4. An employee who elects not to bump shall not lose rights to recall to his/her regular job, but shall lose future bumping rights for the duration of the layoff.
5. No employee shall be able to bump into an apprentice position.

#### **C. RECALL PRIORITY**

1. The University will determine when it is necessary to fill a vacancy or increase the bargaining unit work force following a layoff/force reduction.
2. The University will recall a laid off employee (with un-expired recall rights) to his/her original position held prior to the layoff.
3. Vacant positions made available by the University and not filled pursuant to paragraph 2 will be posted internally prior to extending an offer of recall to any other laid-off employee. If no

employed bargaining unit candidate is qualified or accepts the vacant position, an employee eligible for recall will be offered the position if the employee meets the posted requirements.

4. An employee who has elected to bump into a lower classification retains reinstatement rights to his/her original position. Such employee shall have an opportunity to return to that original position for a period of 21 months from the bumping date before any other laid off employee with lesser seniority will be recalled or a new employee hired.

#### **D. RECALL NOTICE**

1. It is the obligation of each laid off employee to keep the Human Resources Department informed in writing of his/her current address and phone number in the event a recall may occur. The University fulfills its obligation as to recall by mailing the recall notice to such address.
2. When the University desires to recall an employee from layoff, it shall notify him/her by registered or certified mail to the employee's most current address as shown on the records of Human Resources. Within seventy-two (72) hours of receipt of such notice, the employee must contact Human Resources in person, by phone, or by telegram, advising of the acceptance of the recall.
3. The employee must report back to work within eight (8) calendar days after the date the recall notice was tendered. Such time may be extended to a maximum of fourteen (14) calendar days due to personal illness. The employee shall provide a physician's statement attesting to the illness or disability.
4. Failure to comply with any of the time limits set forth above, or failure to keep the University informed concerning the latest correct address shall result in forfeiture of all recall rights.

#### **E. FAILURE TO ACCEPT RECALL OR REPORT**

1. If an employee refuses a recall offer to the same position held prior to the layoff, then the employee shall forfeit any remaining recall rights.
2. If, after posting procedures are concluded, an offer of recall to a different position in the same pay grade is refused, the employee forfeits any remaining recall rights.
3. If, after posting procedures are concluded, an offer of recall to a lower position is refused, the employee shall forfeit recall rights to that position. The University is not obligated to offer more than two (2) opportunities for recall to lower positions.
4. Recall will not be offered to a higher classification; however, the laid-off employee may elect to bid on such vacancy according to established bidding procedures (see Article 11, (B) (5), Job Vacancies). It is not the responsibility of the University to advise the laid off employee of available posted positions.
5. If an employee accepts a recall offer but fails to respond according to notice timelines or fails to report as outlined in this Article, Section D, that employee shall forfeit any remaining recall rights.

#### **F. INSURANCE**

The University will permit the laid-off employee to participate in group insurance programs as required by the continuation and conversion rights under COBRA legislation. Such employee must

meet any program requirements and pay premiums and related costs as are authorized under state and federal regulations.

**G. RECALL RIGHTS**

An employee's right to be recalled from layoff under this Article shall continue for twenty-one (21) months following the date of layoff.