



#10

In Case of Layoffs

CALIFORNIA

STATE

UNIVERSITY

EMPLOYEES

UNION

KNOW

YOUR

RIGHTS

Determination of Layoff/Meet and Confer with CSUEU

The CSU determines when a layoff is necessary due to either a lack of funds or a lack of work (Section 24.1). The CSU must immediately notify CSUEU and “meet and confer” with the Union over the bargaining unit impact of the layoffs (Section 24.2).

Employee Notice of Layoff

A temporary and probationary employee who is to be laid off shall receive notice of such layoff from the President no later than forty-five (45) days before the effective date of layoff (Section 24.20). A permanent employee who is to be laid off for lack of funds shall receive notice of such layoff from the President no later than sixty (60) days prior to the effective date of layoff. A permanent employee who is to be laid off due to lack of work shall receive notice of such layoff from the President no later than ninety (90) days prior to the effective date of layoff (Section 24.21).

Voluntary Programs to Avoid Layoff

At least sixty (60) days prior to the effective date of the layoff due to lack of funds and ninety (90) days for lack of work, the President shall make available voluntary programs to avoid layoff. When the layoff is due to a lack of work, voluntary programs will only be made available to employees in the classifications affected by the layoff (Section 24.32).

Such programs shall include, but shall not be limited to: (a) a voluntary reduced worktime program; (b) leaves of absence without pay (Section 24.33).

Order of Layoff: Temporary, Probationary and Permanent Employees

Layoff shall be within classifications determined by the President. For classifications with skill levels, layoff shall be within skill level determined by the President. Twelve (12) month, 11/12 month, 10/12 month and academic year positions with the same class title shall, for the purposes of layoff, be considered a single classification. The order of layoff shall be:

- First, temporary and probationary employees; and
- Last, permanent employees (Section 24.3).

The President shall establish the order of layoff for temporary and probationary employees in a classification or in a skill level within a classification by considering only merit and competency in relation to program need (Section 24.4). Non-reappointment of a temporary employee does not constitute a layoff (Section 24.3).

The President shall establish the order of layoff for permanent employees in a classification in reverse order of seniority. For employees in classifications with skill levels, the President shall establish the order of layoff for permanent employees in a skill level in reverse order of seniority (Section 24.5).

In the event of layoff, the number of student assistants’ hours and the number of administrators in a department shall not be increased for the purpose of performing bargaining unit work. (Section 17.13).

Tie Breaking in the Order of Layoff: Permanent Employees

A tie exists when two (2) or more permanent employees in a classification, or skill level within a classification, undergoing layoff have the same number of seniority points (Section 24.18). The President shall break ties in establishing the layoff order of permanent employees by considering only the following factors: (a) specialized skills and competencies of the employee and (b) documented meritorious service by the employee (Section 24.19).

Seniority Calculation

Seniority is calculated from the date of hire in the current classification (Section 24.10).

Full time permanent employees shall earn one (1) seniority point of service credit in a given class, or skill level within a class, for each qualifying month of employment. Part-time employees holding permanent status shall earn seniority points proportional to the time-base served (Section 24.8). Seniority points in “bumping” includes continuous time served as a temporary, probationary or permanent employee plus any service in all classes or skill levels of equal or higher rank on the campus (Section 24.9). All time spent in family care, military, disability, loan of employee to another governmental agency or leave with pay status shall count toward the accumulation of seniority points (Section 24.12).

Employee Options in Lieu of Layoff: Vacancy, Transfer or Demotion

A permanent employee who has received a notice of layoff may exercise his/her right to elect transfer to any vacancy for which he/she is currently qualified (Section 24.22).

A permanent or probationary employee who has received a notice of layoff may elect to be transferred or demoted to any classification or skill level within a classification, in which he/she has served as a permanent employee during the period preceding the layoff, provided there has been no break in service (Section 24.23). This scenario is often referred to as "bumping rights." For example, a Payroll Tech III who previously had permanency as a Payroll Tech II could bump into a Payroll Tech II position. The Payroll Tech II employee with the least amount of seniority would then be subject to layoff. The ability to "bump" requires that the employee had permanency within that classification.

If an employee elects a demotion in lieu of layoff, his/her salary shall be red circled in accordance with the red circle rate provision in Article 20, Salary (Section 24.25).

Re-employment Rights/Opportunities

The President shall enter the names of laid-off permanent employees on a re-employment list by class, or by skill level within a classification, in order of seniority. An employee's name shall remain on the re-employment list until he/she returns to a position in the same class, or skill level within a classification, held at the time of layoff and at the same time-base as previously held. In no case shall a name remain on the re-employment list for more than five (5) years (Section 24.28).

Position vacancies in a class, or skill level within a classification, for which there are names of qualified individuals on the re-employment list 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, he/she waives his/her re-employment rights (Section 24.29).

An employee re-employed under the conditions of this Article shall retain permanent status rights, service credit (subject to Public Employees Retirement System (PERS) regulations) salary steps, sick leave, and seniority credits he/she held at the date of layoff (Section 24.30).

An employee who has been laid off and placed on the re-employment list may be eligible to participate in the fee waiver program as described in Provisions 22.34 through 22.44 of Article 22 for the duration of the time that the employee is on the re-employment list (Section 24.34).

**Although you are covered by a CSUEU-negotiated contract,
your membership in CSUEU is not automatic. Join Today!**



MEMBERSHIP APPLICATION • California State University Employees Union/CSEA
1129 10th Street • Sacramento, CA 95814 • (916) 319-4800

PLEASE TYPE OR PRINT

Chapter _____

Social Security No. Last Name First Name Initial

Number and Street City Zip Code

Employed by Department or Campus - work location Room No.

Classification E-mail Business Phone Home Phone

Recruiter Name

I hereby apply for membership in the California State University Employees Union (SEIU 2579 - CSEA), an affiliate of CSEA, and hereby agree to abide by the CSUEU Bylaws and Policies, including those of the CSEA Policy File. In becoming a member I authorize CSUEU to establish with the appropriate agency the withholding from my pay or retirement allowance of dues and any benefit deductions. I understand that my membership rights are set forth in the Policy files of CSUEU and CSEA, which are subject to amendment, and are affected by applicable labor contract(s) ("A Memorandum of Understanding" or "MOU") between CSUEU and the California State University, and a copy of the Policy Files and applicable MOU are always available to me by contacting CSUEU Headquarters, 1129 10th Street, Sacramento, California 95814. Should an applicable MOU provide for the maintenance of membership, I understand that I must remain a member for the duration of the MOU, except that I may terminate membership during the last thirty (30) days of such MOU.

Unless instructed to the contrary below, CSUEU is hereby authorized to withhold from my pay an additional \$2.00 per month for CSUEU's non-partisan political activity.

CSU-KYR-10 (11/07)

Form 1 (9/06)



By writing my initials in this box I instruct CSUEU **NOT** to withhold an additional \$2.00 per month for political activity.

Signature: _____

Date: _____