

**Stanford/USW Agreement, September 1, 2006**

**Sections #318 - #328**

*The full agreement is available online at:*

<http://stanford.edu/dept/elr/forms/uswcontract2006-09.pdf>

**#318**

**ARTICLE IX: SEPARATION FROM THE JOB**

**A. Layoffs**

**1. When Staff Reductions Occur**

If, in the judgment of the University, budgetary or operational considerations require a temporary, indefinite or permanent curtailment of operations or reduction in force within a particular department or activity within the bargaining unit, staffing levels within such activities or units will be reduced in accordance with this Article.

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**2. Temporary or Seasonal Layoffs**

If, in the judgment of the University, a curtailment of operations or reduction in force is seasonal or temporary in nature, it may advise workers affected by this decision that they are to be placed on leave without salary status for a period not to exceed four (4) months. Temporary and seasonal layoffs shall be based on seniority within work group (Dining Services will be one work group) provided that the remaining workers have the skill and ability to perform the actually expected work that will continue during the period of temporary or seasonal layoff. Two weeks' advance notice of temporary layoff must be given to each worker provided that such notice shall not be required for reductions occasioned by emergencies beyond the University's control. If a worker fails to return to work within two weeks of his/her being notified of recall to work, the worker shall be deemed to have resigned. Each worker while on temporary or seasonal layoff, may continue to receive the University contributions toward basic and major medical insurance and group life insurance as provided in Article VIII of this Agreement. To insure such contributions, the worker must make direct and timely payment to the University of the worker's own contributions normally paid by payroll deduction. Vacation and sick leave shall continue to accrue, as if regular hours continued to be worked. Workers may use accumulated vacation leave and PTO during any seasonal layoff.

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### **3. Work on Temporary Layoff**

The Union and the University agree to discuss the availability of alternate work regularly and customarily performed by bargaining unit workers for workers on notice of temporary layoff and to confer on identifying, whenever practicable, work opportunities that workers on temporary layoff status can perform without training including a system for offering identified opportunities to interested workers. It is understood that such work, where identified, shall not cause workers to be laid off. It is understood that a worker who does not report to work on the first day of work in such a position will revert to temporary or seasonal layoff status, provided the worker received advance written notice of the date, time, and place to report to work. Such notice shall be two weeks in advance in the case of a pre-planned temporary layoff and no less than three (3) calendar days in advance in the case of an unplanned temporary layoff.

As a general rule, no regular or fixed term bargaining unit workers should be laid off if any temporary personnel in that work group have been hired to perform work similar to work regularly and customarily performed by bargaining unit workers.

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### **4. Permanent or Indefinite Layoff**

#### **a. Notice**

When the University determines that a permanent or indefinite layoff is imminent within the bargaining unit, it shall give the Union such advance notice as is reasonable under the circumstances. Such notice shall describe the general areas which may be affected. When individual workers are selected for layoff, each shall be given at least thirty (30) calendar days notice or pay in lieu of such notice. A copy of each such individual notice shall be transmitted simultaneously to the Union.

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#### **b. Selection of Those to be Laid Off**

(1) The University shall designate the work group to be reduced and the number of positions within each classification which must be abolished within the work group so designated. The University will not designate work groups arbitrarily and, upon the request of the Union to the Manager of Labor

Relations, the University will meet with the Union to discuss the determination of any such work groups. Within the work group and classification designated for reduction, seniority as defined in Article II.A. shall govern the order of layoff provided that the workers remaining in the classification in the work group possess sufficient skill and ability to perform without additional training (as differentiated from orientation) the actually expected remaining work without substantial impairment of the work group.

As a general rule, no regular or fixed term bargaining unit workers should be laid off if any temporary personnel in that work group have been hired to perform work similar to work regularly and customarily performed by bargaining unit workers.

### **#323**

(2) Any worker notified of permanent layoff is eligible to bump if he/she possesses the skill and ability without additional training (as differentiated from orientation) to perform the actually expected work without substantial impairment of the work group for any job held by a worker of the same classification with less seniority within the same bumping group and has not been offered an open job within the same classification. In the event no bumping opportunities exist in the worker's current classification, these bumping rights shall extend to any classifications in which permanent status has previously been held.

### **#324**

(3) If a worker is eligible to bump, the University shall determine the job to be filled by order of inverse seniority within the bumping group (see paragraph #326 below) among the jobs that the laid off worker is qualified to perform. However, in determining the job to be filled, the University shall not select a job held by a worker past the trial period if there is within the classification and bumping group a job held by a worker still on trial period which the worker eligible to bump is able without additional training (as differentiated from orientation) to perform without substantial impairment of the work group. After the University determines the job to be filled and advises the worker eligible to bump, the worker shall have ten (10) calendar days to accept the opportunity to bump after which the worker shall be deemed to have declined to bump.

### **#325**

(4) A worker who is eligible to bump and declines to bump or is unsuccessful in attempting to bump may collect severance pay as provided below in paragraph d.

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**(5) Bumping Groups**

All members of the bargaining unit fall within one of the following bumping groups:

- (a) Stanford Linear Accelerator Center
- (b) Medical School
- (c) All Other

**#327**

**c. Reduction in Hours**

Workers notified of a permanent reduction in hours from 75 percent time or more to less than 75 percent time may: (1) elect to be permanently laid-off under the terms of this Article or (2) remain employed on the reduced time basis designated. If a worker after electing (1) is reemployed in the reduced time position the worker shall be required to repay all severance pay received.

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**d. Severance Allowance**

Commencing with the execution of this Agreement, workers permanently or indefinitely laid off who have one or more years of University seniority shall be entitled within three (3) calendar days of actual layoff from University employment to a severance allowance based on a percentage of the final monthly base pay multiplied by twelve (12); provided that a worker who regularly works less than full time on the date of notice of layoff, but who within the prior twelve (12) month period regularly worked on a full-time basis, shall receive a severance allowance based upon the greater of either the final monthly base pay in the job held on the date of notice of layoff, or the monthly base pay received in the most recent full-time position held within the twelve (12) months preceding notice of layoff: and provided further that a worker whose job on the date of notice of layoff has been classified at a higher level within the twelve (12) month period preceding the date of notice of layoff shall receive a severance allowance based upon the greater of either the final monthly base pay on the date of layoff or the monthly base received when classified at the higher level within the twelve (12) month period. The percentage shall be computed in accordance with the following schedule:

**Years of University Seniority**

First 10 years

Over 10 through 20 years

Over 20 years

**Percentage of Salary**

3% per year

30% plus 4% for each year  
in excess of 10 years

70% plus 5% for each year  
in excess of 20 years not to  
exceed one (1) full year's pay