

MSUAASF
2007 – 2009 Collective Bargaining Agreement

Personnel Reduction and Layoff Information

March 20, 2009

1. **What is an Elimination:** Elimination is the abolition or full time equivalent (FTE) reduction of a position held by an ASF Member. Elimination is accomplished by either:
 - a. The personnel reduction of a fixed term, externally funded or probationary ASF Member
 - b. The Layoff of a permanent ASF Member
2. **What is a Layoff:** A layoff only takes place when a permanent ASF Member has one of the following appointment actions take place:
 - a. An appointment is reduced from .75 FTE or greater to less than .75 FTE
 - b. An appointment is reduced from between .50 FTE to .74 FTE to less than .50 FTE
 - c. Separated from service through Article 22

Note: Only permanent status ASF Members are laid off. Other ASF Members can be involved in a personnel reduction, but are not laid off per the terms of the collective bargaining agreement.

3. **Note on Non-Renewal & Dismissal:** Non renewal per Article 10, Section A, Subd. 2(d) or Subd. 3(d) of the collective bargaining agreement is not considered a layoff. Also, dismissal per Article 23 of the collective bargaining agreement is not considered a layoff.
4. **Meet and Confer:** The President or his/her designee shall meet and confer with the Campus Association regarding circumstances which will lead to the personnel reduction or layoffs of ASF Members. In a connection with such duty to meet and confer, available information, statistics, or financial data related to any proposed personnel reduction or layoff, including any anticipated reassignment of duties, shall be made available to the Campus Association at least ten (10) duty days prior to the meeting unless the Association agrees otherwise.

It is understood that the meet and confer is to take place prior to any layoff or elimination notices being given to ASF Members.

5. **Determination of the Position(s):** The President must determine the department, program, or service area where the reduction/layoff will take place and also the position(s) that are to be eliminated.

6. **Fixed Term, Externally Funded or Probationary Positions to be Eliminated:** If the position(s) to be eliminated is fixed term, externally funded, or probationary; then no further action is necessary other than to give the appropriate notice –

Fixed Term - 45 days notice or let the appointment expire. No notice is required to let the appointment expire.

Externally Funded - Less than 4 years of service, notice of 90 days is required. With more than 4 years of service, notice of 180 days is required. However, if the funds for the position no longer exists, there is no notice period required.

Probationary - Within the first 2 years of employment, there is a minimum notice of 90 days required. 180 days advance notice is required after 2 years and prior to receiving permanent status.

7. **Permanent Status Position to be Eliminated with Fixed Term, Externally Funded or Probationary Persons in the Department, Program or Service Area:** If the position to be eliminated is occupied by an ASF Member with permanent status and there are other ASF Members in the department, program, or service area who are fixed term, externally funded, or probationary occupying positions in the same or lower salary range and the permanent status ASF Member is qualified to fill the position as (reasonably) determined by the University President, then the fixed term, externally funded, or probationary person will be given the appropriate notice and the permanent status person will be reassigned to that position. The specific position that the ASF Member will be reassigned to will be based upon the programmatic needs of the University. Please note, that the ASF Member could be reassigned to a lower salary range even if there are higher salary range positions in the same department, program or service area based upon what position the President determines the ASF Member would best be qualified to fill.
8. **Permanent Status Position to be Eliminated with No Fixed Term, Externally Funded or Probationary Persons in the Department, Program or Service Area:** If there is only 1 ASF Member in the affected department, program, or service area, then that person will be given the notice of layoff. Also, if there are not enough fixed term, externally funded, or probationary employees to cover the number of layoffs in a department, program, or service area; then the permanent status ASF Member with the least amount of seniority in the same or lower salary range as the position that was determined to be eliminated will be given the appropriate notice and the ASF Member will be reassigned to that position. If more than 1 position is to be eliminated, then the notice shall be given in inverse order of seniority and the reassignments made as noted above.
9. **Service of More than 36 months in Another Department, program, or Service Area:** In the event that the ASF Member who is in a position to be eliminated and he/she has more than 36 months FTE of service in another department, program, or service area, he/she may choose at the time that the decision is made to eliminate the position, to exercise his/her right to move back to

that department, program, or service area. If the ASF Member chooses to move back, then notices will be given as required in that department, program, or service area as noted above.

10. **Reassignment to a Vacant Position:** Any permanent status ASF Member who has received a notice of layoff or has been scheduled to be reassigned as a result of his/her position being eliminated, may, during the period of time between the notice and actual layoff or reassignment, accept in lieu of layoff or reassignment a comparable vacancy within the bargaining unit provided that the President has determined that the position will be filled and that the ASF Member is qualified to fill the position.
11. **Reassignment to a Fixed Term, Externally Funded, or Probationary Position:** In the event that a permanent status ASF Member is reassigned to a position that is fixed term, externally funded, or probationary; the ASF Member retains his/her permanent status.
12. **Salary Upon Reassignment to a Lower Salary Range:** In the event that an ASF Member is reassigned to a position that is in a lower salary range, the ASF Member shall have his/her salary in the new range treated as though it is a downgrade as outlined in Article 12, Section G, Subd. 3. If the current salary is above the top of the lower range, the salary will be set at the top of the new range. In the event that the salary falls within the new range, the salary will be set at the step in the new range that is closest to, but not more than the current salary.
13. **Rights Are Within a University:** All rights to be reassigned are only within a particular University. That would include ASF Members who may have worked at more than 1 University. The rights are only at the currently assigned University.
14. **Permanent Status ASF Member Accepting Layoff:** A permanent status ASF Member may accept a layoff that results in separation from the University in lieu of exercising the reassignment right. The ASF Member must notify the President within 15 days of receiving notice in order to exercise this option. In this instance, the ASF Member will be eligible for the employer contribution toward insurance for 1 year from the effective date of separation. However, an ASF Member who chooses this option may not receive the Early Notice Incentive or the Separation Incentive.
15. **Seniority Roster:** A seniority roster is posted on each campus by November 1 of each year with the seniority and department, program, and service area for each ASF Member listed as of the previous June 30. Grievances with regard to any error must be brought forward within 30 days of November 1. If an ASF Member is on leave at the time of the posting, he/she has 30 days from the end of such leave to file a grievance.
16. **Placement Assistance:** Each permanent ASF Member who has received a notice of layoff as outlined in the collective bargaining agreement shall be offered placement assistance, if requested by the ASF Member. Such assistance will be provided by a provider as selected by MnSCU and MSUAASF.

MnSCU and MSUAASF are currently working to identify a provider that will be used to provide the placement assistance services.

17. **Insurance Upon Layoff:** An ASF Member who has been laid off and receives an employer contribution for insurance and has 3 or more years of service remains eligible for the employer contribution for insurance for a period of 12 months from the effective date of layoff. All other ASF members who are laid off are eligible to continue participation in the insurance program at their own cost as provided for in federal law.
18. **Sabbatical Leave:** If an ASF Member had been scheduled for a sabbatical leave or professional improvement grant (this had to have been approved by the president), the ASF member will not be deprived of this benefit due to layoff. Being granted sabbatical leave or professional improvement grant does not guarantee the delay of the ASF member's layoff date. Being on sabbatical leave will not delay the effective date of a new salary as provided in the downgrading process.
19. **Layoff List:** A list of all permanent ASF Members who have been laid off will be maintained for a period of 3 years. This list shall be maintained by the MnSCU Office of the Chancellor. The ASF State President will receive a copy of the layoff list.
20. **Recall – Permanent Status ASF Members:** ASF Members with permanent status who have been laid off have recall rights to the same or similar position within the department, program, or service area at the same University. If there have been multiple permanent employees laid off, ASF Members will be recalled/offered re-employment in inverse order of layoff. In addition, all ASF Members with recall rights will be offered interviews for positions for which they apply and meet the minimum qualifications, as determined by the president/designee at any MnSCU institution for a period of 6 months from their effective date of layoff.
21. **Re-employment:** An ASF Member who has been offered re-employment through recall must make a decision to accept or reject such an offer with 15 days of receipt. Re-employment will take effect not less than 45 days from the date of offer unless otherwise agreed upon by both parties. If an ASF Member declines an offer to return for a position at the same or higher salary range, he/she shall waive all rights to recall and have their name removed from the layoff list.
22. **Notice of Vacancy:** The MnSCU Office of the Chancellor shall notify each ASF Member on the layoff list of any vacancy in the bargaining unit at any university, except those positions being filled through an internal search. The notices may be provided by US mail or electronic mail. The ASF Member who has been laid off is responsible to make sure that the Office of the Chancellor has a current contact address.
23. **Grievances:** An ASF Member may not grieve the decision to layoff, but may file a grievance related to a violation in the process and procedures that are outlined in the collective bargaining agreement. Such grievances must be filed within 30 days of having reasonably known of the violation, like any grievance to be filed by an ASF Member.
24. **Tuition Waiver:** Tuition waiver eligibility will cease at the end of the semester in which the lay off takes effect.

25. **Severance:** Any permanent or probationary ASF Member who has had their position eliminated (layoff for permanent members or personnel reductions for probationary members) shall be eligible for severance per Article 16 of the collective bargaining agreement regardless of years of service. Externally-funded members with at least 15 years of service in MnSCU shall be eligible for severance. Any ASF member with at least 10 years of service and whose combined years of service and age equals sixty-eight (68) shall also receive severance pay. Severance pay is paid to the member's health care savings plan.
26. **Payment for Accrued Vacation Time:** An ASF Member who has been separated from state service will receive payment for all accrued, unused vacation up to 272 hours at the effective date of layoff. ASF Members will not receive payment for any unused vacation hours over 272 or for personal leave days. Permanent ASF members who have been laid off may request to postpone payout of vacation time pending possible recall, though if the employee is not recalled, the payout must occur no later than the end of their recall period.
27. **Questions?:** If you have any questions with regard to personnel reductions and layoffs, you may contact your campus's human resources office, and either Richard Wheeler (MSUAASF State Grievance Officer) at 507-340-4790 or Kari Seime (Teamsters Local # 320 Business Agent) at 612-378-8704.

Revised 3/20/09

Approved by MnSCU Office of the Chancellor Labor Relations and MSUAASF 3/20/09