

## **ARTICLE 16 – LAYOFF**

Section 1. If an individual accepts appointment to an ASE position for one or more quarters in an academic year and the position offered is eliminated or reduced for some reason other than an emergency layoff, the University shall notify the affected individual and the Union one month in advance or as soon as practicable. Furthermore, the University will ensure that the individual:

- A. Is given an appointment in a bargaining unit classification and will be paid equivalent compensation to that of the original appointed position, or
- B. Receives equivalent compensation in lieu of the position for the term of the appointment. For Hourly ASEs with an appointment period, equivalent compensation shall be for the number of hours in the appointment that were not completed. If the number of uncompleted hours for an Hourly ASE cannot be determined from the letter offering appointment or other correspondence, the ASE and the Department or Hiring Unit shall mutually agree upon the number of uncompleted hours based on the typical workload of appointees doing the same kind of work assignment.

For purposes of this Article, the term appointment refers to the commitment made to the ASE in the appointment letter.

Section 2. An emergency layoff is the suspension of an appointment to which an ASE is assigned or is working due to acts of nature or financial emergency as defined in the University Handbook.

Section 3. An ASE that has been released from one or more quarters of the appointment (consistent with Section 1 of Article 4) does not forfeit the provisions of this Article for any remaining quarters.