

26.3 In no case shall the failure to obtain the position or a disagreement with the reasons for being rejected be grievable or arbitrable under this agreement.

Article 27.

REDUCTION OF PROFESSIONAL STAFF

27.1 This section does not refer to probationary employees or those supported by grant funds or contracts.

- a. In all cases requiring the termination of professional staff, primary consideration shall be given to the University's responsibility to offer an appropriate range of educational support services.
- b. Whenever a layoff is anticipated, the President or designee shall meet and discuss the potential layoff with the UCPEA. The UCPEA may submit its own proposal for dealing with the problem.
- c. In the event that a layoff is necessary, seniority shall be the determining criterion for selecting which employees shall be laid off within a school, division, department or subdivision of a department, or program.* Exceptions may be made to seniority based upon the following:
 1. Affirmative action judged in relation to goals within the last five years for non-teaching professionals in the UCP level.
 2. The first level supervisor outside of the unit has taken into consideration the skills, experience and merit of the employees in relation to the needs of the department and the least senior employee is clearly, significantly, and demonstrably superior to the more senior employee as shown through a combination of the following:
 - a. professional publications,
 - b. awards external to the University related to their profession,
 - c. attainment of significant skills or qualifications within their field related to the position, but beyond the minimum requirements of the position,
 - d. self-initiated new programs, projects, or processes that advance the mission of the department or University,
 - e. clear and consistent disparity of evaluation over the past 3 (three) years prior to layoff. This may be one element, but not the primary element used as proof of the superiority.

3. In those cases when a department is not to be eliminated entirely, and the department or subfunction within a department has been able to maintain as full a range of services as possible.

*The University shall provide the UCPEA with a list of these units in September annually of each contract year.

- d. When a reorganization causes two or more positions to be combined and one or more components are to be eliminated, the least senior employee from those positions that have been combined shall be laid off if all employees are at the same level. If employees are not at the same level, the least senior employee shall be laid off provided the remaining employees are able to perform the remaining duties with reasonable orientation but not training.
- e. For the purpose of this article, seniority shall be calculated as years of service based on total state employment, with part-time employees receiving a prorated share of seniority.
- f. In the event that any part of this article comes before an arbitrator, it shall be understood that issues at an arbitration hearing may include failure to satisfy any of the above conditions, but not the initial decision of the University to retrench, or terminate a school, division, department or subdivision of a department, or program.
- g. Any employee who has been laid off shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of the notice of layoff. Employees on the recall list must notify the University of their desire to remain on the recall list every 6 months. Failure to notify the University of continued interest shall result in the removal of the individual from the recall list. Employees on layoff shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.
- h. When a program, department or subdivision of a department hires a laid-off employee into a position for which they would not otherwise be entitled to through recall, such employee shall be subject to a 6-month probationary period. If the employee is not retained beyond the probationary period, he/she shall be returned to the recall list in order to be on the recall list for a total of eighteen months.
- i. When a program, department or subdivision of a department is recalling laid-off employees, they shall be recalled in order of seniority except in those cases where they do not have the ability and qualifications to perform the work available.
- j. Notices of recall shall be sent, certified mail, to the last known address of the laid-off employee.
- k. In the event of layoff, members of the unit shall be provided the following notice period during which they will continue working:

1. After 1 year of service: 3 months' notice
2. After 2 years of service: 4 months' notice
3. After 3 years of service: 5 months' notice
4. After 4 years of service: 6 months' notice
5. After 5 years of service: 7 months' notice
6. After 6 years of service: 8 months' notice
7. After 7 years of service: 9 months' notice
8. After 8 years of service: 10 months' notice
9. After 9 years of service: 11 months' notice
10. After 10 years of service: 12 months' notice

In lieu of the notice period provided above or some portion thereof, the University and the employee may agree to a lump sum payment or salary continuation equal to 50% of the salary that the employee would have earned.

If the employee wishes to work the notice period, but the University has compelling business reasons to release him/her, the University has the discretion to issue payment of 50% of the salary that the employee would have earned, in lieu of notice.

- l. For the purpose of notice only, service shall mean service at the University of Connecticut or one of its regional campuses, rather than at another state agency. For the purpose of this article leave without pay and military service does not count toward the calculation of years of service at the University.
- m. In the event of a layoff, the employee may purchase health benefits at the group rate for 18 months from the date of layoff, consistent with COBRA.
- n. The University shall continue to provide counseling and outplacement functions to all UCPEA employees affected by a layoff.
- o. In the event of fiscal constraints, in lieu of or in addition to layoffs, the University, in conjunction with the UCPEA, may solicit members of the bargaining unit to voluntarily separate from employment in exchange for a lump sum payment based upon the schedule in Section 27.1 (k). Such volunteers will be ineligible for the recall and reemployment rights provided in this Article. In its sole discretion, the University may deny such a request under this provision.

27.2 This section refers only to members of the unit funded from grants and contracts.

- a. In the event of exigencies, which require the layoff of staff funded from grants or contracts prior to the end date of the grant or contract, the principal investigator shall carry out layoffs as specified in Section 27.2 (b) below.
- b. In all cases requiring the termination of staff prior to the end date of the grant or contract, the primary goal of the employer shall be the maintenance of the purpose for which the grant was awarded. Among employees with equal qualifications and skills working under a grant, as this is determined by the principal investigator, layoffs shall be in reverse order of seniority at the University, with those having served least being laid off first.

27.3 All terminations after twelve months of service at the University, including all non-renewals, except those for cause, shall be eligible for the statewide placement and training program.

Article 28.

MERGERS AND ACQUISITIONS

28.1 In the event that the University is merged into or with any other unit or system of public higher education, this bargaining unit shall remain distinct and this Agreement in full force.

Article 29.

MEET AND DISCUSS

29.1 At the invitation of either party, representatives of the Administration and UCPEA shall meet to discuss matters of professional concern, including hiring practices of a professional nature, e.g. special payroll, or matters relating to the implementation of this agreement. There shall be a Labor Management Committee, which will meet quarterly, or more often to discuss these matters.

29.2 Nothing in this article curbs the right of the Administration to meet with committees or individual professional staff members to discuss such matters unrelated to collective bargaining as the Administration decides.

29.3 UCPEA members will have a structured opportunity to provide anonymous feedback about their managers when a formal evaluation occurs.

29.4 A Master Labor Management Committee shall be established to discuss joint labor management concerns and to oversee the joint labor management committees referred to in the contract and/or jointly established by UCPEA and Management. The committee will include six members appointed by the President or his/her designee and six appointed by the UCPEA President. The committee shall meet quarterly. Decisions of the committee may be subject to approval of the President and the UCPEA Executive Board.