

April 1, 1996

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SEPARATION FROM SERVICE

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A9.830 LAYOFF OF APT EMPLOYEES INCLUDED IN THE BARGAINING UNIT



1. Purpose

To establish procedures for implementing layoff of Administrative, Professional and Technical (APT) employees who are included in the bargaining unit in compliance with the provisions of Hawai'i Revised Statutes (HRS) Chapter 89, Collective Bargaining in Public Employment and the Unit 08 Collective Bargaining Agreement.

2. Objective

To systematically effect the layoff of eligible APT employees and to place and reemploy, to the extent possible, those affected eligible APT employees.

3. Applicability/Responsibility

This instruction applies to all APT employees of the University with employment security whose salaries are paid from the general revenues of the State of Hawai'i or from funds deemed by the University to be assured for an indefinite period of time and who are to be terminated from their positions because of lack of funds or work. This procedure does not apply to the termination at the end of an appointment period for employees in temporary positions or in those positions paid from extramural (i.e, other than general, revolving and special) funds. This procedure also does not apply to APT employees who are excluded from the bargaining unit.


- a. With the concurrence of the Board of Regents, the President shall initiate the implementation of this Layoff Procedure.
- b. The following offices are responsible for implementing the work force reduction procedure:
  - (1) President (for those offices reporting directly to him/her)
  - (2) Senior Vice President and Executive Vice Chancellor, University of Hawai'i at M ānoa
  - (3) Senior Vice President and Chancellor, Community

- Colleges
- (3) Senior Vice President and Chancellor, University of Hawai'i at Hilo and West O'ahu
- (4) Senior Vice President for Research and Graduate Education
- (5) Senior Vice President for Administration
- c. The President and Senior Vice Presidents may delegate certain staff functions to a designated Reduction-in-Force (RIF) Coordinator. **However, under no circumstances shall an included employee be designated to perform any official notification responsibilities.**

#### 4. Procedure

Attached is an illustration in flow chart form of the procedure.

- a. Responsibilities of Deans, Directors and Provosts
  - (1) The layoff of eligible bargaining unit employees shall be effected as a last resort in order to meet budget reduction requirements. If a layoff is necessary, termination of employees in temporary positions funded by the general revenues of the State of Hawai'i or by funds deemed by the University to be assured for an indefinite period of time (i.e., special, revolving) shall be effected first in the following order:
    - (a) employees without employment security
    - (b) employees with employment security
  - (2) Should the terminations in (1)(a) and (1)(b) above not be sufficient to meet the budget reduction requirements, Deans, Directors and Provosts shall identify those eligible employees to be staff reduced, in consultation with the respective Senior Vice President (or President in the case of offices reporting directly to the President). Lists of identified affected eligible employees shall be submitted to the respective Senior Vice President.
  - (3) Subsequent to the Senior Vice President's consultation with the Union (See Attachment 1), Deans, Directors and Provosts shall inform the identified eligible employees of the impending layoff and shall secure from these employees completed Layoff Placement Questionnaires (Attachment 2a) to be used in the ensuing placement efforts.
  - (4) The affected employees shall be offered




appropriate vacant positions (see Attachment 3). Upon acceptance of the offered position (see Attachment 3a), the employee shall be placed in the respective positions. The employees to be so placed must meet the minimum qualification requirements of the offered vacant positions. Appropriate vacant positions are defined, relative to this Administrative Procedure, as positions which are general funded or indefinitely funded from non-general funds (e.g., revolving, special) and are within the parameters defined by the employees' responses to the Layoff Placement Questionnaire.

- (5) In the event there is no appropriate vacant position within the purview of the respective Dean, Director or Provost, the names of such employees shall be forwarded to the respective Senior Vice President.
- (6) The respective Dean, Director or Provost shall compute seniority points ( *see Attachments 4 and 4a*) in accordance with Article 11 - Layoff of the BU 08 Agreement.

b. Responsibilities of Senior Vice Presidents (or President in the case of offices reporting directly to the President)

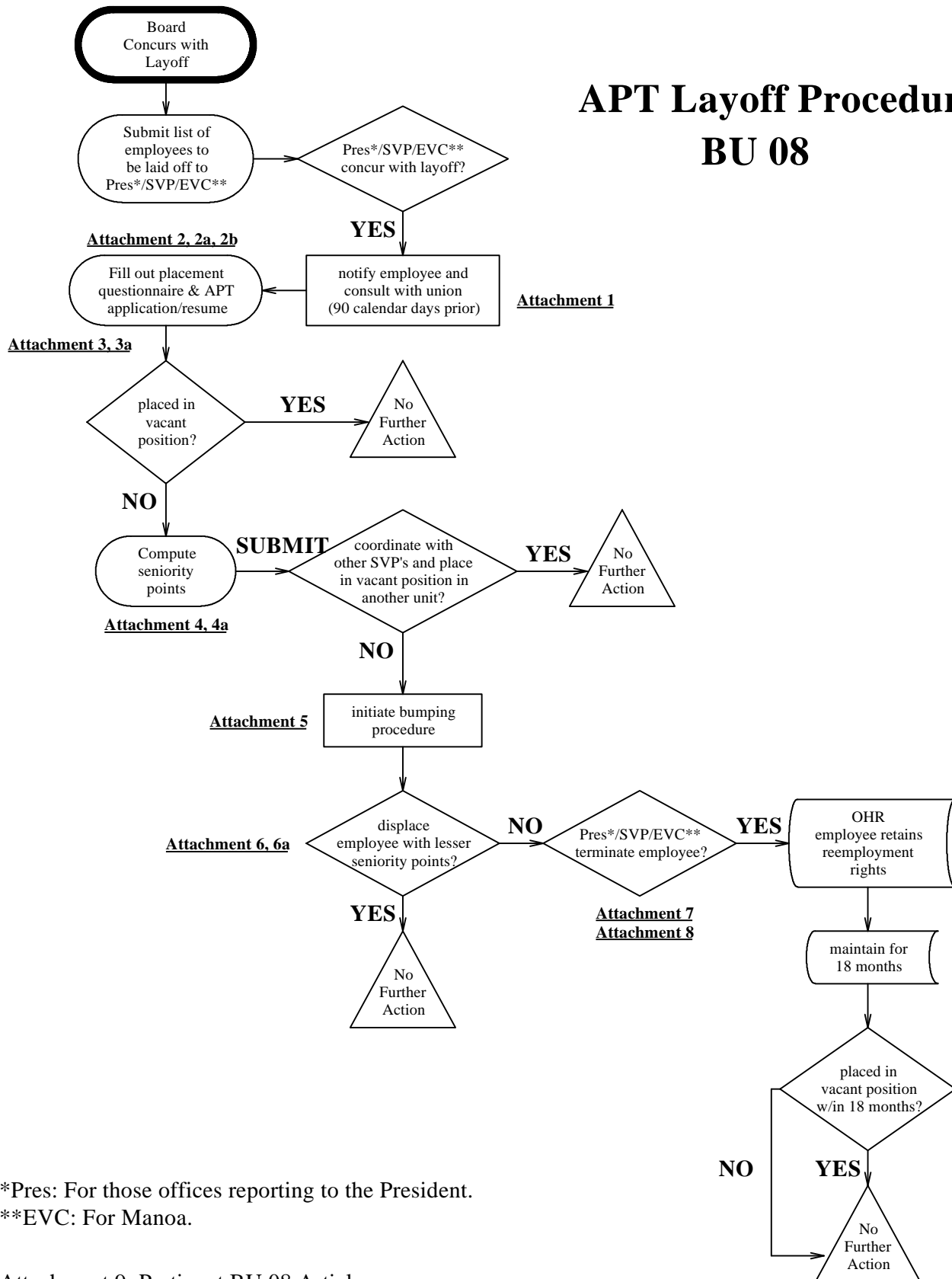
- (1) Upon notification by the Dean, Director, or Provost of the impending layoff of APT employees and the identification of affected employees, the Senior Vice President shall consult with the affected Union. (*See Attachment 1.*)
- (2) Senior Vice Presidents shall make every effort to place affected employees in appropriate vacant positions in other programs within the Senior Vice President's purview.
- (3) In the event there is no appropriate vacant position in such other programs, the Senior Vice President shall consult and coordinate with the other Senior Vice Presidents to place the employee in programs under the purview of the other Senior Vice Presidents. The Senior Vice Presidents shall review an integrated list of employees to afford placement on the basis of seniority points; the employee with the greatest seniority points shall be afforded first placement.
- (4) An affected employee is entitled to three offers of placement in a vacant position, pursuant to

Article 11 - Layoff of the BU 08 Agreement. If the employee should decline the first offer of placement in a vacant position, the employee shall forfeit his/her displacement (bumping) rights. The employee is still entitled to two (2) more offers to vacant positions, if available.

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- (5) In the event there is no appropriate **vacant** position in which affected employees can be placed, the Senior Vice Presidents shall institute the displacement procedure ("bumping") (See Attachment 5) for those employees who have not waived displacement rights provided by the BU 08 Agreement. Such employees must meet the minimum qualification requirements of the position to which such placement is made.
  - (6) The appropriate Senior Vice President shall implement the displacement ("bumping") procedure in accordance with Attachment 5. An eligible employee placed in a position at a lower salary range as a result of displacement (bumping) shall retain his/her classification and salary range designation, including all rights and benefits thereto.
  - (7) In the event an eligible employee cannot be placed in accordance with the foregoing, the respective Senior Vice President shall terminate the services of the employee (*see Attachments 7 & 8*), subject to conditions of Article 10 - Employment Rights of the BU 08 Agreement (*see Attachment 9*).

- c. Employee questions relative to implementation by employing units are to be referred to the respective unit's Reduction-in-Force (RIF) Coordinator. Questions relative to this procedure concerning the layoff of Administrative, Professional and Technical (APT) employees may be referred to the BOR Employment Relations Section of the Office of Human Resources.

# APT Layoff Procedure BU 08



\*Pres: For those offices reporting to the President.  
 \*\*EVC: For Manoa.

Attachment 9: Pertinent BU 08 Articles

*(President\*/SVP letterhead)*

***SAMPLE***

*(Date)*

Mr. Russell K. Okata  
Executive Director  
Hawai'i Government Employees Association  
888 Mililani Street, Suite 601  
Honolulu, Hawai'i 96813

Attention: Ms. Dale Osorno, Field Services Officer

Dear Mr. Okata:

Please be advised that the University of Hawai'i Board of Regents has authorized a staff reduction initiative which may ultimately result in employee layoffs. Such action is necessitated by funding restrictions imposed on the University. *Provide summary explanation.*

Please be assured that the University will comply with the provisions of the BU 08 collective bargaining agreement as it implements this initiative. We realize the gravity of the situation and the possible impact upon your members. We will make every reasonable effort to place the affected employees in appropriate vacancies or encumbered positions in accordance with the BU 08 agreement.

Should you have any comments or concerns, your staff may contact *(name of RIF coordinator for respective SVP)*. We would appreciate receiving your comments, if any, within ten (10) days of the date of this letter.

Sincerely,

(President\*/Senior Vice President)

*\* President: for offices reporting directly to him/her*

**SAMPLE** (Make original and one copy. Request Employee to sign for receipt on copy\*)

**HAND DELIVERED TO  
ADDRESSEE ON \_\_\_\_\_**

(President\*\*/SVP letterhead)

(Date - Employee & Union to receive 90 calendar days prior to anticipated layoff action)

**MEMORANDUM**

TO: (name of employee who may be affected by work force reduction)

FROM: President\*/Senior Vice President

SUBJECT: 90 Calendar Days Notice of Work Force Reduction

The University of Hawai'i must effectuate work force reductions authorized by the Board of Regents to comply with position and fund restrictions imposed as a result of funding reductions. This memorandum is to inform you that the position which you now occupy will be abolished as of \_\_\_\_ (Date)\_\_\_\_, consequent to the reduced level of funding for the program in which you are currently employed.

An advance notice to any employee who may be terminated due to lack of funds or work is a procedure that is required under the provisions of the collective bargaining agreement. The Hawai'i Government Employees Association (HGEA) has been appropriately consulted and is cognizant of the Board of Regents' authorization to reduce the work force. Please be assured that the University shall make every reasonable effort to ensure that your employment with the University will continue.

In order to determine placement opportunities, you are requested to complete the attached Layoff Placement Questionnaire. You will be considered for vacancies and displacement of other employees with less seniority points on the basis of your qualifications and the information provided in the completed Layoff Placement Questionnaire. Please be advised changes to this questionnaire shall not be accepted after completion and submission of this form. Therefore, please study this questionnaire carefully and respond accordingly. Additionally, you are requested to complete and submit the attached APT Application form, Form 64. Please return the completed questionnaire and APT application form to \_\_\_\_ (name of RIF coordinator) no later than (specify five (5) working days from the date of receipt this letter).

Your patience and cooperation during this period of adjustment will be deeply appreciated.

Attachments

c: RIF Coordinator  
HGEA (by FAX to Dale Osorno @ 528-4059)

\*\* President: for offices reporting directly to him/her

\* If employee declines to sign, note date and time hand delivered to employee and validate with signature of deliverer

## LAYOFF PLACEMENT QUESTIONNAIRE

NAME: \_\_\_\_\_  
DEPARTMENT/OFFICE: \_\_\_\_\_  
CURRENT POSITION TITLE: \_\_\_\_\_  
CURRENT SALARY RANGE: \_\_\_\_\_  
POSITION NO.: \_\_\_\_\_

**Your answers to the questions below will be used to place you in a nother position. Give careful consideration to each question before answering, as changes shall not be accepted after the completion and submission of this form to the respective Reduction-in-Force (RIF) Coordinator.**

\*\*\*\*\*

1. In which location(s) are you willing to accept employment? ( Check as many as applicable.)  
O'ahu  
Kapi'olani CC ☐ Honolulu CC ☐ Leeward CC ☐ Windward CC ☐  
Employment Trng Ctr ☐ West O'ahu ☐  
Mānoa on-campus only ☐ off-campus\* ☐ (\*see reverse for listing)  
(Indicate geographic parameters; e.g., Kāne'ohe, Maui):  
\_\_\_\_\_  
Hawai'i  
UH Hilo ☐ Maui Kaua'i  
UH Hilo-West Hawai'i ☐ Maui CC ☐ Kaua'i CC ☐  
Hawai'i CC ☐
2. What is the lowest pay range within your bargaining unit that you are willing to accept? \_\_\_\_\_  
(Note: Should you be placed in a position at a lower pay range in accordance with Article 11 - Layoff, you shall maintain your existing classification and pay range and all rights and benefits accrued in the position from which you are laid off.)
3. Are you willing to accept positions which (check as many as applicable)  
a. are full-time Yes \_\_\_\_\_ No \_\_\_\_\_  
b. are less than full-time Yes \_\_\_\_\_ No \_\_\_\_\_  
c. require evening work Yes \_\_\_\_\_ No \_\_\_\_\_  
d. require weekend work Yes \_\_\_\_\_ No \_\_\_\_\_
4. Do you elect to waive your displacement rights, thereby limiting your placement to vacant position?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. If there is no possibility of placing you in a permanent position for which you qualify or of displacing another employee with lesser seniority points, will you accept an appointment to a vacant temporary position?  
Yes \_\_\_\_\_ No \_\_\_\_\_

I understand that the foregoing information shall be used to determine appropriate placements in either vacant or filled positions. I also understand that I must meet the minimum qualification requirements of any position in which I am placed. I further understand that, while I am entitled to three offers for placement to vacant positions, should I refuse the first offer of appointment to a vacant position, I forfeit any rights to displace other employees on the basis of seniority points, but remain eligible for two or more offers to vacant positions, if available.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date



Illustrative Listing of Off-Campus Programs/Locations (*this is not an all inclusive listing; also, not all locations have APT positions*):

Kapi‘olani CC

EMS program on Kaua‘i

Mānoa

Institute for Astronomy      Maui  
   Hawai‘i

College of Tropical Agriculture and Human Resources  
   Waimānalo  
   Waialua  
   Pearl City  
   Hawai‘i  
   Maui  
   Kaua‘i

Hawai‘i Institute for Marine Biology, SOEST  
   Coconut Island, Kāne‘ohe

Cancer Research Center  
   Downtown Honolulu

*Note to Employee:*

*If you are aware of other off-campus programs or worksites, feel free to identify these in #1 of the Layoff Placement Questionnaire.*

*(President\*/Senior Vice President letterhead)*

*(Date)*

**MEMORANDUM**

TO: *(name of employee)*

FROM: President\*/SVP

SUBJECT: *(First, Second, or Third)* Offer of Vacant Position

Under Article 11 - Layoff of the BU 08 collective bargaining agreement, you are entitled to three offers for placement in a vacant position on the basis of your preference with regard to geographic location, minimum acceptable salary range, and type of appointment which you will accept.

Further, in the event that placement in a vacant position is not possible, you will be placed in a position occupied by a less senior employee, unless you have waived your bumping rights. Please be reminded that any placement, be it to a vacant position or be it by bumping, requires that you meet the minimum qualification requirements of the position to which placement is made.

Inasmuch as you are being displaced from your position, and based on your response to the Layoff Placement Questionnaire which you completed earlier, we offer you the following position for your consideration:

Position No.:  
Position Title:  
Salary Range  
Funding Source:  
Geographic Location:

Please complete the attached response form and return to *(name of RIF coordinator)* as soon as possible, but no later than three (3) working days from the date of receipt of this letter. Should you have any questions, please contact *(name of RIF coordinator)* at *(phone number)*. Assistance is also available from your Union representative.

c: HGEA *(by FAX to Dale Osorno @ 528-4059)*

Attachment

**This offer is to be sent EITHER by certified mail, return receipt requested OR by hand delivery directly to the addressee with signed acknowledgment of receipt.**

*\*President: for those offices reporting directly to him/her*

### Response to Offer of Position

TO: (President\*/Senior Vice President)

I understand that under Article 11 - Layoff of the BU 08 Agreement, I am entitled to three offers for placement in a vacant position in accordance with the terms specified in the Layoff Placement Questionnaire which I completed. I further understand that should I refuse the first offer of appointment to a vacant position, I forfeit any rights to displace other employees on the basis of seniority points. I, however, retain my right to second and third offers of placement in vacant positions, if available.

I also understand that I must respond to the offer within three (3) working days from receipt of the letter of offer.

With this understanding, I \_\_\_\_\_ (Name of Employee)

Accept \_\_\_\_\_  
Decline \_\_\_\_\_

the offer of placement to Position No. \_\_\_\_\_, \_\_\_\_\_ (Position Title). I understand that I shall be notified of the effective date.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

c: HGEA (by FAX to Dale Osorno @ 528-4059)

\* President: for those offices reporting directly to him/her

## COMPUTATION OF SENIORITY POINTS

In accordance with Article 11 - Layoffs, seniority points shall be based on months of creditable service in the APT system.

- One point shall be computed for each month of full-time equivalent (FTE) service.
- Continuous APT service at the University at one-half time or more prior to March 21, 1973 is creditable.
- Continuous BU 8 service subsequent to March 20, 1973 is creditable.
- Periods of leaves without pay or non-bargaining unit/non-APT service are not creditable. Periods of leaves without pay, while not creditable, do not constitute breaks in service.
- Only qualifying service which occurred during a period of continuous University service immediately prior to the layoff is creditable.

The following is a guide to computing seniority points:

1.	Does only University of Hawai'i service count?	Yes	Use date of continuous employment immediately prior to layoff
2.	Is service with UH at one-half time or more prior to March 21, 1973 creditable?	Yes	Only if it was APT service (i.e., faculty, civil service or other non-APT service is <b>not</b> creditable)
3.	Is service with UH at one-half time or more subsequent to March 20, 1973 creditable?	Yes	Only if it was BU 8 service (i.e., faculty, civil service, APT <.5FTE, casual service is <b>not</b> creditable)
4.	Must the foregoing service have been during a continuous period of service immediately prior to the layoff?	Yes	Periods of leaves without pay or non-bargaining unit service or non-APT service are not creditable
5.	If an employee was APT, took a faculty position and then returned to the same or another APT position, is this considered a continuous period of creditable service?	No	The faculty appointment does not constitute a break in University service, but the faculty appointment is <b>not</b> creditable service.

	<i>Continuation:</i>		The APT service immediately prior to the faculty appointment and upon return to the APT position are creditable.
6.	In the case of an employee who was a long-time civil service employee whose position and appointment was converted to APT status, is the prior civil service period of service creditable inasmuch as he/she was performing essentially the same work?	Yes, but only that service time in the specific converted position during which APT type work was performed.	Only APT or BU 8 service is creditable. If a civil service employee applies for and is appointed to an APT position, the prior non-BU 8 University service is not creditable.
7.	Are leaves considered creditable service?	Yes, if on paid status	Only paid leaves are creditable (e.g., vacation, sick, funeral, professional improvement)
8.	Are leaves without pay considered creditable service?	No	All LWOPs are <b>not</b> creditable
9.	Do leaves without pay constitute breaks in service?	No	LWOPs are <b>not</b> creditable but are <b>not</b> breaks in service
10.	Is part-time service prorated to its full time equivalent?	Yes	E.g., two (2) years of half-time service = one (1) year of FTE service
11.	What if two or more employees have the same number of seniority points?	Need to break the tie	by computing fraction of the last month of continuous employment
12.	How is professional improvement leave for one (1) year at half pay credited?		Credited as half-time employment for one year.

### Worksheet for Computing Seniority Points

Employee Name: _____		
Date of Computation: _____ _____	(1)	____/____/____ yr / mo/ day
Determine last date of continuous APT/BU 8 employment:	(2)	____/____/____ yr / mo/ day
Subtract (2) from (1)	(3)	____/____/____ yrs/mos/days
Add all leaves <u>without</u> pay:		
Subtotal of all LWOPs: _____		
Less all LWOP periods:	(4)	____/____/____ yrs/mos/ days
Total creditable years, months and days:	(5)	____/____/____ yrs /mos/days
Convert (4) to full months ( <b>no rounding</b> ); drop all days. THIS REPRESENTS THE EMPLOYEE'S <b>TOTAL SENIORITY</b> POINTS	____yrs x 12 = ____ mos + ____ mos =	(6) ____ mos
For <b>tie breaker</b> purpose, as appropriate, indicate the number of days beyond a full month	(7)	____days ÷ 30 = _____

Use calendar days in computation; not working days  
 year = 360 days (30 days x 12 months)  
 month = 30 days (despite some months having 31 days)

**SAMPLE**

**Worksheet for Computing Seniority Points**

Employee Name: <u>John APT</u>			
Date of Computation:	<u>October 1,</u> <u>1995</u>	(1)	<u>95/ 10/ 01</u> yr /mo/ day
Determine last date of continuous APT/BU 8 employment:		(2)	<u>71/ 07 / 15</u> yr / mo/ day
Subtract (2) from (1)		(3)	<u>24 / 02 / 16</u> yrs/mos/days
Add all leaves <u>without</u> pay:			
Family leave 7/1/94 to 7/31/94 = 00 yrs 01 mos 00 days			
Professional Improvement leave 7/1/93 to 12/31/93 = 00 yrs 06 mos 00 days			
Political leave 1/15/95 to 4/30/95 = 00 yrs 03 mos 13 days			
Subtotal of all LWOPs: <u>00 yrs 10 mos 15 days</u>			
Less all LWOP periods:		(4)	<u>00/10/ 15</u> yrs/mos/days
Total creditable years, months and days:		(5)	<u>22 / 04/ 01</u> yrs /mos/days
Convert (4) to full months ( <b>no rounding</b> ); drop all days. THIS REPRESENTS THE EMPLOYEE'S <b>TOTAL SENIORITY</b> POINTS	<u>22</u> yrs x 12 = 276 mos + <u>04</u> mos =	(6)	<b>268 mos</b>
For <b>tie breaker</b> purpose, as appropriate, indicate the number of days beyond a full month	(7)	<u>01</u> day ÷ 30 = <u>0.0333</u>	

Use calendar days in computation; not working days  
year = 360 days (30 days x 12 months)  
month = 30 days (despite some months having 31 days)

## RIF DISPLACEMENT IMPLEMENTATION GUIDELINES

If there is no appropriate vacancy in which to place the employee, the President\*, Senior Vice Presidents, or Executive Vice Chancellor - Mānoa shall initiate the following “bumping” procedures in accordance with Article 11, Layoffs, of the BU 08 Agreement (all Articles referenced herein pertain to the BU 08 collective bargaining agreement):

### Definitions

1. Layoff, as used in Article 11 - Layoffs , shall mean a termination due to lack of funds or work, of an employee whose salary is paid from the general revenues of the State of Hawai‘i or from funds deemed by the University to be assured for an indefinite period of time. It shall not apply to a termination at the end of an appointment period for personnel in temporary positions or those positions paid from extramural funds.  
The **Board of Regents** shall, through formal Board action, authorize the initiation of the APT Layoff Procedure. The implementation of the Board’s decision on this matter is delegated to the President.
2. Permanent positions, as used in this procedure, are positions supported by the general revenues of the State of Hawai‘i (i.e., position count legislatively appropriated (PC-1)) or from other funds deemed to be available for an indefinite period of time(e.g., revolving, special).
3. Eligible employees, as used in this procedure, are those who have employment security in accordance with Article 9, Employment Security, (i.e., three years continuous service) and those who meet the service and funding criteria pursuant to Article 11, Layoff..
4. Placement of affected eligible employees shall be first to vacant permanent positions, then to filled permanent positions through displacement of employees with the least seniority points. Placement shall be in accordance with Article 11, Layoff.
5. Seniority points are computed on the basis of one point for each month of full-time equivalent (FTE) continuous service in the APT system and/or BU 08 in accordance with Article 11 - Layoffs.
6. Completed placement questionnaires shall define the search parameters.
7. The order of bumping for an eligible employee being displaced from a permanent position shall be as follows:
  - a. To a position in the same or related\* class at the same or lower pay range in descending order occupied by a **probationary** employee with the least seniority points. If more than one probationary employee at any level is subject to displacement, the one with the least seniority points shall be displaced.
  - b. To a position in the same or related\* class at the same or lower pay range in descending order occupied by an **eligible** employee with the least seniority points.
  - c. The displaced employee will then exercise placement rights in accordance with this procedure
  - d. If no placement is possible, the employee shall be terminated, subject to the conditions of Article 10, Employment Rights (*refer to Attachments 7 & 8*).

**\*Note:** The Office of Human Resources shall determine the **relatedness** of classes.



An eligible employee placed in a position at a lower salary range as a result of displacement (bumping) shall retain his/her classification and salary range designation, including all rights and benefits thereto. (*See Attachment 5*)

**Deans/Directors/Provosts**

1. Secure from affected employee
  - a. Completed placement questionnaire (*Attachment 2a*)
  - b. Updated APT application form or resume (information shall be verified by review of personnel file, including all Position Notification Forms (PNFs))
  - c. Note:
    - (1) search for positions shall be defined by the parameters indicated in this questionnaire
      - geographic area preferences
      - shall not extend below lowest salary range indicated
      - acceptable FTE and/or work hours (FT/PT, evening/weekends)
    - (2) if employee waives bumping rights, placement shall be limited to vacant positions
    - (3) if employee indicates willingness to accept an appointment to a vacant temporary position, such consideration shall be subsequent to attempts to place in appropriate vacant positions or in permanent positions by displacement (bumping) of employees.
2. Compute seniority points of all eligible employees (*See Attachment 4*)
  - a. Notify employee of computation
  - b. Afford employee opportunity to make corrections to computations
  - c. Verify propriety of all changes to computation
3. Advise respective Senior Vice President of inability to place in appropriate vacant position and submit list of eligible (*see Attachment 5 for definition*) APT employees and their seniority points. (*See Attachment 4*)
4. Notify affected employees of anticipated implementation of bumping procedure.

**President\*/Senior Vice Presidents**

1. Review all reports from the respective deans, directors or provosts. Concur or not concur that all appropriate efforts have been made and that there are no vacant positions in which to place the affected employee.
2. If concur -- forward request to OHR for commencement of bumping process together with copies of the lists submitted by the deans, directors or provosts of all APT employees and their seniority points.  
If not concur -- provide direction to deans, directors or provosts for further action

*\* for Offices reporting directly to him/her*

**Office of Human Resources (OHR)**

1. Integrate the listings of employees by seniority points into one systemwide master list by class titles and pay ranges in descending order.
2. Determine relatedness of classes for bumping purposes.
3. Displace probationary employees in same or related class at same or lower pay range in

descending order who have the least seniority points

- no movement permitted to position at higher pay range
- if more than one probationary employee at any level is subject to displacement, the one with the least seniority points shall be displaced

4. Displace employee in same or related class in descending pay range order with the least seniority points.
5. Employee placed in a position at lower pay range under this procedure shall maintain his/her existing classification, pay range and all rights and benefits accrued in the position from which laid off.
6. Each employee displaced in accordance with this procedure shall in turn be afforded the same consideration to bump the least senior employee in the same or related class at the same or lower pay range in descending order.
7. The employee who cannot be placed shall be terminated subject to Article 10 - Employment Rights (i.e., reemployment rights).
8. Refer to Layoff Termination Procedures (*Attachment 7*).

## KEY POINTS OF BUMPING ORDER

### *Controlling collective bargaining agreement language :*

*In the event that there is no vacant position ... an Employee shall have rights to positions held by members of the bargaining unit which are funded from the **general revenues** of the State of Hawai'i or from funds deemed by the University to be **assured for an indefinite** period of time in the following order:*

- a. To a position in the **same or related** class occupied by a **probationary** Employee at the **same or lower** pay range in **descending** order. If more than one probationary Employee at any level is subject to displacement, the one with the least seniority points shall be displaced.*
- b. To a position in the **same or related** class occupied by an Employee with the **least** seniority points at the **same or lower** pay range in **descending** order.*

### Notes:

- Seniority points are to be computed in accordance with the collective bargaining agreement and procedure outlined in Attachment 4, Computation of Seniority Points.
- Placement shall be to permanent positions funded by general, special and revolving funds.
- Placement shall be full-time to full-time and part-time to part-time; i.e., a part-time employee shall not be placed in a full-time position; full-time employee may be placed in part-time position after all part-time employees are placed.
- OHR will be the sole decisionmaker relative to determining relatedness of classes for layoff purposes.
- Each class shall be considered in the proper sequential order.
- The minimum qualification requirements of the position must be met by the employee before placement can be made; these include the minimum qualification requirements of the class as well as any specialized requirements clearly specified on the position description of record.
- Probationary employees have no reemployment rights as provided by Article 10, Employment Rights.
- The search stops at the first juncture at which placement can be made.

### Sequence of Search Actions:

- A. Search for a probationary employee
  1. Search for a probationary employee in the same class.
  2. If there is more than one probationary employee in the same class, the one with the least seniority shall be bumped.
  3. Search for a probationary employee in the OHR-designated related class(es), if any, at the same pay range.
  4. If there is more than one probationary employee, the one with the least seniority shall be bumped.
  5. Search for a probationary employee in the OHR-designated related class(es), if any, at the next lower pay range.

6. If there is more than one probationary employee, the one with the least seniority shall be bumped.
  7. Repeat the search for the least senior probationary employee in related classes at lower pay ranges in descending order.
- B. If there are no probationary employee in the same or related classes, search for the least senior with employment security:
1. In the same class.
  2. In the OHR-designated related class(es) at the same pay range.
  3. In the OHR-designated related class(es) at the next lower pay range.
  4. Repeat the search through each OHR-designated related class(es) in descending order of pay ranges.
- C. If no employee can be bumped through the diligent exercise of the foregoing steps, the affected employee shall be terminated in accordance with Article 11, Layoffs, and subject to Article 10, Employment Rights.

### EXAMPLES

#### **Situation**

There are three APT employees identified for staff reduction and who are entitled to layoff rights (i.e., encumbering permanent positions and having employment security). A search of vacant permanent positions, including assessment of minimum qualification requirements and placement preferences as indicated on each employee's placement questionnaire, resulted in no placements in vacant permanent positions for these employees. The bumping procedure must, therefore, be instituted.

**Example A:** Lee Moon, UH Administrative and Fiscal Support Specialist, P01

CLASS	PR	EMPLOYEE	FTE	SR PTS
UH Administrative & Fiscal Support Specialist	P01	Rose Marvel	1.00	55
<b>UH Administrative &amp; Fiscal Support Specialist</b>	<b>P01</b>	<b>Lee Moon</b>	<b>1.00</b>	<b>48</b>
UH Administrative & Fiscal Support Specialist	P01	Daniel Hick	1.00	Prob- 24
UH Administrative & Fiscal Support Specialist	P01	Tally Ho	1.00	Prob - 6

Decision: Lee Moon bumps Tally Ho who is the least senior probationary employee in the same class.

**Example B:** Mary Oka, UH Personnel Officer I, P03

CLASS	PR	EMPLOYEE	FTE	SR PTS
UH Personnel Officer I	03	Steve Links	1.00	201
UH Personnel Officer I	03	Sue Frank	1.00	184
<b>UH Personnel Officer I</b>	<b>03</b>	<b>Mary Oka</b>	<b>1.00</b>	<b>155</b>
UH Personnel Officer I	03	Melanie Ito	1.00	154

Decision: Although Melani Ito is the least senior employee in this class, her position requires some experience in workers' compensation claims management and adjustment. Mary Oka does not have this experience. Therefore, no placement can be made in the same class. Move on to search related class in same pay range.

CLASS	PR	EMPLOYEE	FTE	SR PTS
UH Administrative Officer I	03	Chris Jones	1.00	164
UH Administrative Officer I	03	Lia Crank	.50	156
UH Administrative Officer I	03	Jane Doi	1.00	152
UH Administrative Officer I	03	Sanid Lee	.50	102

Decision: Although Sandi Lee is the least senior employee in this related class, her position is .5 FTE. As Mary Oka is 1.00 FTE, she cannot bump Sandi Lee. Mary, therefore, bumps Jane Doi. Mary meets the MQRs of Jane Doi's position. The bumping procedure then commences for Jane. A search would be made of OHR-designated classes at PR 03, then OHR-designated classes at lower pay ranges in descending order. As there is no PR 2 related class, a search would be made of the UH Administrative and Fiscal Support Specialist class.

**Example C:** Martha Goto, UH Administrative Officer II, P05

CLASS	PR	EMPLOYEE	FTE	SR PTS
UH Administrative Officer II	05	Claus Kent	1.00	164
UH Administrative Officer II	05	Daisy Long	1.00	100
UH Administrative Officer II	05	Martha Goto	1.00	54
UH Administrative Officer II	05	Sara Lee	.50	48

Decision: No full-time employee less senior than Martha Goto. Therefore, need to search related class(es) at same pay range, if any.

CLASS	PR	EMPLOYEE	FTE	SR PTS
UH Fiscal Accounting Specialist II	05	Aloha Day	1.00	120

UH Personnel Officer II	05	Mei Ling	.50	105
UH Budget Specialist II	05	Dennis Tai	1.00	64
UH Budget Specialist II	05	Yvette Au	1.00	58
UH Personnel Officer II	05	Henry Kawai	1.00	48
UH Fiscal Accounting Specialist II	05	Oscar Cruise	1.00	47

Decision: Although Oscar Cruise is the least senior employee, his position requires some experience in medical insurance claims adjustment. Martha Goto does not possess this experience. The next least senior employee is Henry Kawai, whose position requires some experience in recruitment and classification. Martha has this requisite experience from a combination of prior and current employment. Martha, therefore, displaces Henry Kawai. The bumping process then begins for Henry, starting with positions in OHR-designated related classes at PR 5, then OHR-designated related classes at the next lower pay range, etc.

*(President\*/Senior Vice President letterhead)*

**SAMPLE**

*(Date)*

**MEMORANDUM**

TO: *(name of employee)*

FROM: President\*/SVP

Under Article 11 - Layoff of the BU 08 collective bargaining agreement, you have the right to placement in a permanent position occupied by an employee with the least seniority points, unless you have waived your displacement ("bumping") rights. Please be reminded that such placement requires that you meet the minimum qualification requirements of the position to which placement is made.

Inasmuch as you are being laid off from your position, and based on your response to the Layoff Placement Questionnaire which you completed earlier, we offer you the following position for your consideration:

Position No.:  
Position Title:  
College/Program:  
Salary Range:  
Funding Source:  
Geographic Location:

Please complete the attached response form and return to *(name of RIF coordinator)* as soon as possible, but no later than *(date - give reasonable response time, no earlier than 24 hours)*. Should you have any questions, please contact *(name of RIF coordinator)* at *(phone number)*.

c: HGEA *(by FAX to Dale Osorno @ 528-4059)*

Attachment

*\* President: for offices reporting directly to him/her*

## **RIF TERMINATION PROCEDURE**

### **PRESIDENT\*/SENIOR VICE PRESIDENTS**

shall **terminate** employees subject to layoff who

- refuse to accept the third and final offer for placement in a vacant position, or
- cannot be placed in a position through bumping, or
- fails to report to duty without good reason consistent with the acceptance of placement

See attached sample notice of termination.

### **OFFICE OF HUMAN RESOURCES (OHR)**

1. Upon notification from employing unit, the OHR shall
  - shall verify eligibility for reemployment rights
  - place the employee on the appropriate reemployment list in accordance with Article 10 - Employment Rights
2. Issue a letter certifying reemployment status.
  - a. Such letter shall include
    - the period of reemployment eligibility and
    - the statement that if the employee declines an offer of reemployment in a position for which the employee applies, the employee forfeits any further reemployment rights
  - b. The Employee shall be responsible for providing copies of the certification with each application.
3. Remind the employee that he/she must apply for positions within the period of reemployment eligibility.

*\* President: for those offices reporting directly to him/her*



**SAMPLE**

*(President\*/Senior Vice President letterhead)*

*(Date)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

Every effort has been made to place you in a position in accordance with the provisions of Article 11 - Layoffs of the BU 08 Agreement.

Unfortunately, our best efforts have failed in locating a suitable position in which you could be placed to afford the continuation of your employment with the University of Hawai'i .

Accordingly, with much regret, the University is compelled to inform you that, effective the close of business on \_\_\_\_ *(date)* \_\_\_\_, your employment with the University will be terminated.

By copy of this letter, the Office of Human Resources has been notified of this termination action. Your name will be placed on the reemployment list in accordance with Article 10 - Employment Rights. Should you have any questions about your reemployment rights, please contact your respective personnel officer or representative.

Sincerely,

c:     Office of Human Resources  
       HGEA *(by FAX to Dale Osorno @ 528-4059)*

*\* President: for those offices reporting directly to him/her*

## ARTICLE 9 - EMPLOYMENT SECURITY

A. All Employees shall serve a probationary period until obtaining employment security as indicated below. Employees with employment security shall not be suspended, demoted or discharged without proper cause provided, however, that the foregoing is not intended to interfere with the right of the Employer to relieve Employees from duties because of lack of work or other legitimate reasons.

B. Employees shall serve a probationary period of three (3) years of continuous service. These Employees may be terminated without a statement of reasons at any time during the probationary period by the Employer upon thirty (30) days' notice or by non-renewal of their appointment. Employees so terminated have no reemployment rights as defined under Article 10, Employment Rights. An Employee who satisfactorily completes the probationary period shall be given employment security.

C. All Employees who have completed three (3) years of continuous creditable service shall have reemployment rights under Article 10, Employment Rights.

D. Creditable service shall not include periods of leave without pay. Leaves without pay shall not constitute a break in service.

## ARTICLE 10 - EMPLOYMENT RIGHTS

A. Employees who have reemployment rights and who are being relieved or terminated because of lack of work or other legitimate reasons may exercise the rights outlined below.

B. Employees who are discharged for proper cause which discharge is upheld or not contested or who resign their positions shall not be eligible to exercise any employment rights outlined in this Article.

C. Employees who have reemployment rights and (1) have an appointment with a specified ending date or (2) are notified of impending termination shall upon request be provided information on vacancies which occur during the 60-day period prior to the end of their appointment period. These Employees must each provide the University Personnel Office with a current resume. The Personnel Office, in consultation with each Employee, will make a determination as to the Employee's qualification for preferential selection under paragraph E below.

D. Employees relieved or terminated under paragraph A above will have priority for reappointment for a period of eighteen (18) months upon application for any specific vacancy for which they are qualified. If an Employee declines an offer for reemployment in a position for which the Employee applies, the Employee forfeits any further reemployment rights.

E. When filling vacancies, the following procedures shall apply:

1. Notices for filling of vacancies shall be given to the Union and publicized in campus and system-wide news bulletins at least fifteen (15) working days prior to the closing date for receipt of

applications. If the Employer does not give notice to the Union or publicize in the bulletins for the specified number of days as provided in this Article, the Employee or former Employee with reemployment rights shall be entitled to submit late applications.

2. The announcements shall contain the following minimum information:
  - a. Class, title, description, pay range (starting salary) and location of the vacancy.
  - b. Manner of making application.
  - c. Closing date and place for applying.
  - d. Minimum qualifications.
  - e. Other information deemed necessary and desirable by the Employer.

3. Preference shall be given to Employees from within the bargaining unit who are being relieved or terminated because of lack of work or other legitimate reasons and have reemployment rights as outlined in Article 9, Employment Security, who meet the minimum qualifications of the position, for a vacancy in the same or lower pay range as the position from which the Employee is being relieved or terminated.

4. If no applicant in the foregoing category (sub-paragraph 3) meets the minimum qualifications of the vacancy, the Employer shall then consider Employees from within the bargaining unit, who have been relieved or terminated because of lack of work or other legitimate reasons and have reemployment rights as outlined in Article 9, Employment Security, who meet the minimum qualifications as set forth in sub-paragraph 2, above, for a vacancy in the same or lower pay range as the position from which the Employee was relieved or terminated.

5. If more than one applicant from the foregoing category in sub-paragraph 4 above meet the minimum qualifications of the vacancy, the applicant judged by the Employer to be most suitable for filling the vacancy shall be appointed.

6. If no applicant in the foregoing category (sub-paragraph 4) meets the minimum qualifications of the vacancy, the Employer shall then consider other applications from within the bargaining unit.

7. If no applicant in the foregoing categories (sub-paragraph 3, 4 and 6) meets the minimum qualifications of the vacancy, the Employer may then consider other applications from outside the bargaining unit.

8. If no applicant in sub-paragraph 3, 4, 6 and 7 meets the minimum qualifications of the vacancy, the Employer may readvertise the vacancy consistent with paragraph E.

F. An Employee who is employed or reemployed in a new position, in accordance with this Article, shall be on probationary status for six (6) months, which may be extended an additional six (6) months by the Employer. A reemployed Employee shall not forfeit the original

reemployment rights if separated during the Employee's probationary period, unless dismissed for cause.

G. The provisions in this Article are not intended to contravene or conflict with any provisions in any extramural contract or grant, nor is it intended to avoid the provision of Section 89-20, HRS.

H. The Employer shall provide the Union after the end of each calendar quarter a list of former Employees who were terminated and have reemployment rights. The list shall contain the name, job classification and date of termination.

## ARTICLE 11 - LAYOFFS

A. The term "layoff" as used in this Article shall mean a termination due to lack of funds or work, of an Employee whose salary is paid from the general revenues of the State of Hawai'i or from funds deemed by the University to be assured for an indefinite period of time. It shall not apply to termination at the end of an appointment period for personnel in temporary positions or those positions paid from extramural funds.

B. Only Employees with employment security shall be entitled to the layoff procedure under this Article.

C. When there is an impending layoff, the Employer shall consult with the Union on its plans for the layoff and notify the affected Employee(s) in writing as soon as possible but not later than ninety (90) calendar days before the impending layoff is to take place.

D. The following procedures shall be followed to effectuate the layoff:

1. In the event an Employee must be laid off, seniority points based on months of creditable service in the APT system shall be used. One point shall be computed for each month of full-time equivalent service.

- a. APT service at one-half time or more prior to March 21, 1973 is creditable.
- b. Bargaining unit service subsequent to March 20, 1973 is creditable.
- c. Only that service in a and b above which occurred during a period of continuous University service immediately prior to the layoff is creditable.
- d. Periods of leaves without pay or non-bargaining unit service or non-APT service are not creditable.

2. In determining placement to a vacant position under paragraph 4 below, or a position from which the Employee is to be displaced, under paragraph 6 below, the Employee must meet the minimum qualifications of the positions being considered.

3. The Employee must be a member of the bargaining unit.

4. The Employee shall be referred for placement in a vacant position on the basis of the Employee's designation of the geographic location(s) where the Employee is willing to be placed and the minimum pay range the Employee will accept. Such designation shall be binding on the Employee. Referrals shall be to positions which are funded from the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period of time and full particulars of the position shall be disclosed to the Employee. Employees referred to vacant positions under this Article shall have priority over the filling of vacancies under Article 10, Employment Rights.

5. The Employee shall be entitled to three (3) offers for placement in a vacant position which is in accordance with the terms as specified in 4 above. If however, the Employee should decline to accept the first offer of employment, the Employee shall have no rights under paragraph 6 below.

6. In the event there is no vacant position available in accordance with paragraph 4 above, an Employee shall have rights to positions held by members of the bargaining unit which are funded from the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period of time in the following order:

a. To a position in the same or related class occupied by a probationary Employee at the same or lower pay range in descending order. If more than one probationary Employee at any level is subject to displacement, the one with the least seniority points shall be displaced.

b. To a position in the same or related class occupied by an Employee with the least seniority points at the same or lower pay range in descending order.

7. When an Employee cannot be placed in another position or refuses to accept a position offered under D.5 of this Article, the Employee will be terminated subject to the conditions of Article 10, Employment Rights.

E. Waiver of Displacement Rights. Employees who are affected by the layoff may waive their bumping rights, in writing, to the Employer, thereby limiting their placement to vacant positions.

F. An Employee who is placed in a position at a lower range under paragraph D above, shall maintain the existing classification and pay range and all rights and benefits which would have accrued in the position from which the Employee is laid off.