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ARTICLE 38: SENIORITY, LAYOFF, REHIRE

38.1.

A. **Seniority.**

Layoff seniority is defined as the continuous length of service in calendar days with the Employer from the most recent date of hire. Service of less than full time shall be considered full time. Time spent on paid or unpaid leave will not impact layoff seniority. Time spent on the layoff rehire list shall not be included in computing layoff seniority. Permanent employees who are veterans or their unmarried widows/widowers shall have added to their seniority the veteran's active military service to a maximum of five (5) years credit. Time spent on military duty leave, paid or unpaid, or time spent on leave without pay to work for the union in accordance with Article 29, is included in seniority calculation. Probationary employees are not vested with seniority credits until successfully completing the probationary period. Seniority shall be lost following a break in service including resignation, termination for cause, failure to return from a leave of absence, expiration of rehire rights. Neither time spent on leave of absence, the layoff rehire list, or on cyclic year leave shall be considered a break in service. Employees who enter into the bargaining unit from other positions at the University of Washington shall be credited with layoff seniority for all seniority earned in the State classified service while employed at the University. Employees who enter into the bargaining unit from other state agencies and institutions of higher education shall earn layoff seniority from the first day of coverage under this Agreement.

B. **Department Seniority.**

Department seniority is defined as continuous length of service in calendar days within the employee's department and where applicable, shall be used for internal department processes, such as vacation and schedule bids.

C. ~~**Layoff**~~ **Seniority Tiebreaker**.

~~For the purposes of layoff only, w~~When it is necessary to determine the order of seniority among bargaining unit members whose contract seniority is identical, a random chance method will be employed to select the names of those employees one at a time. The University shall inform the Union every time this method is necessary and will provide proof of the seniority tie. When selecting among employees whose seniority is identical, the Union may be represented by any individuals it chooses, and will draw the names. The University will be represented by a manager/administrator from the Department involved and a representative from Human Resources. The first employee selected will be

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considered the most senior; the last employee selected will be considered the least senior.

38.2.

A. **Layoff.**

1. Whenever it becomes necessary for the Employer to reduce its workforce due to lack of work, lack of funds, or good faith reorganization for efficiency purposes, the Employer shall use the following procedure. The Employer will notify the Union of impending layoffs thirty (30) calendar days in advance of implementation so that reasonable alternative proposals can be considered. Whenever possible the Employer will provide more than minimum notice.
2. The Employer shall not lay off bargaining unit employees in lieu of disciplinary action.
3. Employees will be laid off in accordance with seniority, as defined in Article 38.1(a)

B. **Employment Option**

The employee affected by the reduction in force shall be offered the following employment options in descending order, provided they meets the essential skills (defined as the minimum qualifications listed in the job description for the classification and any specific position requirements or credentialing) of the offered position:

1. A funded vacant position within the same job classification, FTE, and layoff unit (set forth in Appendix IV).
2. A funded vacant position within the same job classification within .2 FTE status and layoff unit.
3. The opportunity to replace the most junior employee within the layoff/seniority unit (set forth in Appendix IV) in the same classification and in an FTE status within .2 FTE status of the employee affected by the reduction in force. (For example, if a .8 FTE position is being abolished, the employee affected is eligible to replace the most junior individual in a .6 to 1.0 FTE position)
4. The opportunity to replace the most junior employee in the same classification with a lower FTE status than their own within the layoff/seniority unit.
5. The opportunity to replace the most junior employee within the same department who is:
    a. In a lower classification in the same series as the employee affected by the reduction in force; and
    b. Within .2 FTE of the employee affected by the reduction in force.

C. **Notice.**

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The Employer shall identify the positions to be abolished and the employee(s) to be affected and shall notify employees in these positions, with notice to the union, not less than thirty (30) calendar days prior to the abolishment of the positions, pay the employee in lieu of notice, or combine pay and notice. Whenever possible the Employer will provide more than minimum notice. The notice shall include:

1. The effective date of the layoff and a reference to the employee's rights under this Article, and
2. Identification of the employment option being offered, if applicable. In accordance with 38.2.b. above, if the incumbent in a position to be abolished has an opportunity to replace the most junior employee within the layoff/seniority unit, the incumbent will be given up to three (3) calendar days to determine if he/she wants to replace the junior employee or be placed on the rehire list. Vacant positions or those held by probationary employees within the layoff/seniority unit will be considered a more junior position.

D. **FTE Increase or Reduction.**

An employee in a position that is not abolished but is increased or reduced in FTE status and who will remain benefit eligible after the reduction or increase will have the choice of staying in the reduced or increased position and going on the rehire list for the position and FTE status held by the employee immediately prior to the increase or reduction or exercising available layoff rights under 38.2. The employee must exercise this choice within three (3) working days of the increase or reduction notice.

E. **Voluntary Layoff.**

Appointing authorities will allow an employee in the same job classification and department where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills and abilities, as a position subject to layoff. Any volunteer for layoff shall have no formal layoff option. If the appointing authority accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from the University. The employee will be placed on all applicable rehire lists.

F. **Rehire.**

The Employer shall make a concerted effort to re-employ bargaining unit members on the rehire list. Bargaining unit members on the rehire list are eligible to take all Professional & Organizational Development (POD) courses on a space available basis upon payment of designated fees. Employees without employment options will be placed on the rehire list(s) designated by the employee for twenty-four (24) months. In addition to the rehire list for the

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classification and FTE status from which the employee was laid off, employees identified for layoff may request placement on the following rehire lists:

1. For positions of a lower FTE status in the classification from which the employee was laid off (or equivalent if prior classification has been abolished); and
2. For positions in other classifications in which the employee previously held permanent status; and
3. Lower classes in the series from which the employee was laid off.
   The Employer will refer an employee from the designated rehire list(s) for any open positions in the bargaining unit for which the laid off employee possesses the essential skills. For classifications which have separate job codes in the Campuswide and Harborview Bargaining Units, Rehire lists will include both job codes. Employees referred from the rehire list(s) who possess the essential skills needed for a vacant position will be offered the position prior to the Employer posting for competitive recruitment. From among these employees, offers will be made in seniority order, most senior person first. Job requests for positions for which there are employees on rehire list(s) may not be withdrawn solely to avoid hiring laid off employees.
4. The Employer will provide a copy of the Rehire List to the Union upon request.
5. When the job classification the employee was laid off from is represented by both SEIU 925 and WFSE Local 1495 or Local 3488 the employee will be placed on the rehire list for the specific job classification for both unions.

G. **Rehire Trial Period.**

Employees placed into vacant positions from the rehire list will serve a six (6) week rehire trial period. During the rehire trial period either party may, at its sole discretion and without resort to the grievance procedure, initiate return to the rehire list. Time spent in a rehire trial period will not count toward the twenty-four (24) month rehire list period. The six (6) week rehire trial period will be adjusted to reflect any paid or unpaid leave taken during the period.

H. **Corrective Action.**

Final Counseling that occurs within the six (6) months prior to the layoff will be considered in effect should the employee be rehired. The employee will continue to be subject to any consequences of not following the directives and/or action plan(s) specified in the current corrective action.

I. **Removal from List.**

Removal from the rehire list(s) will occur for any of the following circumstances:

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1. If placement does not occur within twenty-four (24) months,
2. If the employee refuses two (2) offers of placement for a position having the same pay, FTE status and shift as the position from which the employee was laid off, or listed in the employee's option selection form. In such case, the employee will be removed from all other rehire lists and will have exhausted their rehire rights.
3. If the employee was placed into two (2) vacant positions for which the employee has failed to complete the rehire trial period.
4. If the employee accepts any offer of placement from any rehire list and completes the rehire trial service period for a position with the same FTE status and pay as the position from which the employee was laid off.
5. Employees who reject two (2) offers of placement from a list for a position of a lower FTE status than that which the employee held immediately prior to layoff will be removed from that list.
6. Employees who reject one (1) offer of placement from a list for a position in a classification other than that from which the employee was laid off will be removed from that list.

38.3. Rehire Wages and Increment Date.

When employees are rehired from layoff status, the progression start date ~~and annual leave accrual date~~ will be reestablished and months of service toward a higher vacation time off accrual rate will be awarded by the amount of time equal to the period of time spent on the rehire list ~~extended by an amount of time in calendar days equal to the period of time spent on the rehire list~~ prior to rehire. Employees placed from the rehire list into positions with the same salary range held at the time of layoff shall be placed at the same step in the range held at the time of layoff. Employees placed from the rehire list into positions with a lower salary range than held at the time of layoff shall be placed in a salary step, not to exceed top automatic step, nearest to, but not in excess of, the salary held at time of layoff.

38.4.

Affirmative action goals may be considered at any point during the layoff or rehire process.

38.5. Benefits and Temporary Services.

Employees on the rehire list who follow the rules prescribed by Temporary Services may be referred to temporary positions and can receive employer paid health benefit coverage if they meet the eligibility requirements as determined by the State.

Tentatively Agreed To:

For the Union:	For the Employer:
Signed by: Becky K. Stephens 530E07D4212E4C6...	DocuSigned by: Catherine Scheid 9BED1964C6434D0...
Date: 9/20/2026	Date: 9/20/2026