ARTICLE XX. LAYOFFS

Section A: Subject to the provisions of this Article, the ~~Corporation~~ University has the basic right to lay off Employees, reduce hours of work or eliminate positions in its sole discretion. Layoffs, reduction in hours or elimination of positions may occur at any time at the ~~Corporation~~ University's discretion based on staffing, curricular, financial and/or operational reasons, or due to the loss of a grant or other external funding, in whole or in part. In all cases, the ~~Corporation~~ University will determine the extent and magnitude of any layoffs or reduction in hours, including the areas, departments, job titles and classifications and number of positions affected, as well as the timetable for such layoffs.

Subject to the provisions of this Article, in addition to its right to lay off Employees, the ~~Corporation~~ University reserves the right to identify and temporarily furlough Employees for periods of time due to financial or operational considerations and decide which employees or areas will be affected and for how long.

Section B: Definitions

1. "Layoff" is defined as a termination of an Employee before the end of their appointment, or a reduction in duration of appointment, due to staffing, curricular, financial and/or operational reasons. "Layoff" does not include termination for just cause under Article XX. Discipline and Dismissal.

   Layoff also refers to the termination of an Employee who does not have a predetermined appointment end date due to reasons specified here and other than terminations for just cause under the Discipline and Dismissal Article.

   a. Full-time time Research Employees, including those having Postdoctoral Research in their title, holding appointments of one year or less, or holding appointments beyond one year that were issued at the University's discretion, ~~or extended appointments, or having Postdoctoral Research in their title, Researchers on appointments of one year or less, or extended appointments,~~ may not be laid off or furloughed.

      However, such researchers ~~on appointments of one year of less~~ may be laid off if the cause of the layoff is the ~~unexpected~~ cessation of external funding. In such cases, the University will provide four (4) months' notice or~~of~~ pay in lieu thereof.

   b. Instructional Employees on appointments of one year or less may not be laid off. Instructional Employees on multiyear appointments may be laid off provided they are given nine (9) months' notice.

As an exception to the rule that layoff refers to terminations of appointment, the parties agree that, after completing service in bargaining unit positions in ten (10) consecutive academic years, the provisions of this Article will also apply to loss of employment due to the expiration of an appointment at its completed term and the decision not to offer a new appointment ~~except for just cause~~ when due to staffing, curricular, financial and/or operational reasons.

If a reason other than staffing, curricular, financial and/or operational reasons is given to such a qualifying Employee for a non-reappointment, and if the Union believes such stated reason is a subterfuge to avoid paying layoff benefits, then it may file a grievance. If the Union is successful in demonstrating subterfuge, the remedy shall be awarding the qualifying Employee severance benefits.

2. "Furlough" is defined as a reduction in percent effort or temporary periods of unpaid leave during which the Employee retains their employment status but is not paid during the period of furlough. The Employee will not have any work responsibilities during the period of furlough nor will they be permitted to do any work. Employees on a partial furlough continue to perform work for the ~~Corporation~~ University, but on a reduced or part-time basis.

Section C: Considerations

In cases where the ~~Corporation~~ University must decide who shall be laid off between two or more Employees in a particular classification or department or organizational unit, the ~~Corporation~~ University shall consider length of service and differences between such Employees in education and certifications, job function, qualifications, abilities, performance, and ability to perform the remaining work of the department or organizational unit. Prior to any layoff of an Employee, consideration shall be given to an Employee's request to be considered for an alternative position within the School if one is available for which the Employee is qualified instead of layoff.

Section D: Notice to Employee

Except as provided in Section B.1.b above, Employees who are to be laid off will receive at least sixty (60) days' written notice or sixty (60) days' pay in lieu of notice. Laid off employees will also be paid for any earned but unused vacation where applicable.

Following discussion with the affected Employee, the Employee's manager will determine if the Employee should continue to work through the notice period, whether on site or remotely, be paid in lieu of notice, or receive a combination of working notice and pay in lieu of notice.

Employees who are to be furloughed will receive at least thirty (30) days' written notice. Notice to the Employee of a furlough shall indicate to the Employee the duration of the furlough. Following discussion with the affected Employee, the Employee's manager will determine if the Employee should continue to work through the notice period, whether on site or remotely, be paid in lieu of notice, or receive a combination of working notice and pay in lieu of notice. It is

understood that there may also be prohibitions on furloughs for Employees on certain visas or Employees appointed on certain grants or awards. If mutually agreeable to both the Employee and the Corporation, Employees may refuse the offer or continuation of a furlough and instead be laid off and shall be entitled to all benefits and severance as laid out in this Agreement.

As an exception to the 60 day notice provision in Section D, for those Employees who are funded by grants or other discrete research support, whether internal or external, layoff or furlough may occur if the restricted funding prematurely ceases or if the external granting body imposes a significant change in the nature of the funded activity, in the middle of such an appointment. In such a case, the layoff or furlough may occur with thirty (30) days written notice or pay in lieu of notice.

Section E: Notice to the Union
Notice will be given to the Union at least twenty-four (24) hours prior to any notice of furlough or layoff being sent to the Employee. However, the parties agree that only the ~~Corporation~~ University will provide notice of the layoff or furlough to the affected Employee. The Union has the right to be present at any meeting wherein the Employee is being notified of a furlough or layoff and to discuss the planned furlough or layoff with the ~~Corporation~~ University Both parties are expected to make a good faith effort to ensure confidentiality and to use any information disclosed to each other judiciously. Both parties will strive to conclude the discussion period as efficiently and expeditiously as possible.

Section F: Provision of Information
In all cases of layoff, the ~~Corporation~~ University shall explain to the Union and Employee at the time of layoff notification the factors that led to the decision to layoff the Employee(s).

Section G: Offering Positions to Previously Laid Off Employees

1. After review and approval by OLER, a department or academic unit may offer an open position to a qualified Employee who has been laid-off within the past two (2) years without posting the position externally. OLER will only approve, in its discretion, requests based on qualifications, experience, and/or merit. Such approvals or denials are not subject to the grievance process.

2. The ~~Corporation~~ University will take into account any laid off Employee's past record of service and performance when such Employee is applying for future open positions within the University.

Section H: Furlough Benefits
During the furlough period, the Employee retains employment status and shall retain such benefits as outlined in Harvard Human Resources guidelines at time of ratification (such guidelines to be appended to this Agreement, as may be amended from time to time.) and will continue to accrue service during any furlough period. However, if an Employee does not return to work following a full furlough, the service accrued during the furlough will be forfeited and not considered as part

of the Employee's service. Since they will not be receiving a paycheck during the furlough period, alternative billing arrangements will be made for the Employee to pay for their benefits during the furlough period.

Section I: COBRA continuation of medical/dental/vision coverage for 18 months
For any eligible Employee who is laid off, the ~~Corporation~~ University shall offer subsidized COBRA benefits as follows. For the first 12 months of COBRA, former Employees pay 150% of the active employee medical and dental premium rate and 100% of the vision plan premium plus a two-percent service fee. For the last six months, former Employees pay the full COBRA non-subsidized rates.

Section J: Severance
Eligible Employees – regardless of whether they are on an academic or staff appointment --will receive Severance payment upon layoff in accordance with Article XX: Severance and subject to signing a release. While such release may include a confidentiality provision, no release shall prohibit an Employee from sharing the details of the release with the Union or with otherwise discussing their layoff and the circumstances of their layoff with other employees.

*Parties disagree on the term Corporation/University