

**ARTICLE 5**  
**Seniority and its Applications**

5.1 Definitions

a. Accrual

Seniority shall mean a Bargaining Unit Member's length of continuous service in the bargaining unit. Service as a temporary employee shall not be counted.

If application of the preceding paragraph results in two or more Bargaining Unit Members having the same seniority, the Bargaining Unit Member with the most total service with the University as determined by the Union shall be deemed more senior. The Union may access Bargaining Unit Members' Personnel records as necessary to determine seniority, with written authorization from the Bargaining Unit Member.

b. Seniority Pool

All Bargaining Unit Members in the same shop constitute a seniority pool.

1. For the purpose of implementation of this agreement, shop shall be defined as follows:

i. Remote sites and satellite colleges shall be an individual shop (e.g. Sitka Campus, Seward Marine Campus, Mat-Su College, and each Kodiak Campus, Palmer Farm)

ii. All UAS sites in Juneau shall be one "shop"

iii. UAA Anchorage Campus:

1. Plumbing
2. Grounds/Horticulture-Turf
3. Housing
4. Custodians
5. Sports Center
6. GSS
7. Equipment Maintenance/Auto Shop
8. Transportation
9. Electrical
10. HVAC/Bldg. Automation
11. Building Maintenance (carpenters, painters, locksmith)

iv. UAF Fairbanks Campus:

1. Transportation
2. Carpenter/Painters/Locksmiths/Carpet layers/Glazier
3. Plumbing
4. Warehouse
5. Grounds/ Equipment Operators
6. Labor
7. Housing
8. HVAC
9. Electrical
10. Custodial
11. Utilities
12. GI
13. AFES
14. IAB
15. Admin Services
16. Asbestos

c. Application

Seniority shall be applicable only as expressly provided in this Agreement.

5.2 Termination of Seniority

- a. A Bargaining Unit Member's seniority shall be terminated and any rights under this Agreement forfeited for the following reasons: discharge, quit, retirement, resignation, or acceptance of a position outside of the bargaining unit;
- b. A Bargaining Unit Member who accepts a promotion outside of the bargaining unit, within the University system, may return or be returned to the bargaining unit within six (6) months and keep the seniority they held at the time of their promotion under the following conditions:
  1. The time away from the bargaining unit does not exceed six (6) months.
  2. No Bargaining Unit Member is displaced by the return.
  3. Seniority was not accrued during the time away from the bargaining unit.
  4. The returning member shall be placed on the scale at the equal or closest rate they held prior to the promotion.

### 5.3 Probationary Bargaining Unit Members

#### a. Accrual

Bargaining Unit Members shall be considered as probationary for the first six (6) months of work in a benefit eligible position in the bargaining unit. When a Bargaining Unit Member finishes the probationary period, he/she shall be entered on the seniority list of the appropriate seniority pool and shall have seniority from that date forward except that:

1. There shall be no seniority among Bargaining Unit Members in their initial probationary period, and
2. Probation may be extended for up to an additional four (4) months. Local 6070 shall be notified of all such extensions.

b. Bargaining Unit Members serving in probationary status shall be covered by the terms of this Agreement, with the exception of provisions governing discipline.

c. Bargaining Unit Members who have temporary service in a position that is converted by the University to a benefit eligible position shall have those hours counted toward probation.

### 5.4 Layoff and Recall

#### a. Reasons for Layoff

The University will determine whether layoffs are necessary based on:

1. Elimination of a position in the work force;
2. Shortage of work;
3. Shortage of funds;
4. Material change in the duties of the position for which the Bargaining Unit Member lacks the necessary skills, knowledge, or aptitude; or
5. Other reasons designated by the University which are outside the control of a Bargaining Unit Member.

The University's decision under this provision (A) may not be overturned unless it is determined to be arbitrary, capricious, or contrary to law.

b. Determination of Layoffs

The University will determine the timing of layoffs, the number of Bargaining Unit Members to be laid off, and the seniority pool(s) in which layoffs will be affected.

Layoffs will occur in the following order:

1. Temporary employees in that pool,
2. Probationary Bargaining Unit Members in that pool,
3. Bargaining Unit Members in that position and pool determined by seniority. The least senior Bargaining Unit Member in the seniority pool shall be the first laid off.

c. Notice & Timelines

At least thirty (30) days prior to notice of layoff being sent to employee(s), the University shall send notice to Local 6070 to meet and confer with Local 6070 staff and an officer of Local 6070 on alternatives to layoff.

The University and Local 6070 shall meet within five (5) working days of receipt of the notice. The University shall respond to any alternatives brought forward within three (3) working days of the meeting with acceptance of alternatives or notice of the bargaining unit position being eliminated.

In the event the University decides to eliminate a position(s), the University will send a letter to the Bargaining Unit Member (s) affected advising the Bargaining Unit Member(s) of their option to invoke their bumping rights within three (3) working days of notification.

A Bargaining Unit Member being laid off shall be given a minimum of four (4) weeks notice in advance of the effective date of the layoff.

d. Alternatives to Layoff

Recognizing that it may be possible in some instances to reduce the need for layoffs by allowing Bargaining Unit Members in an affected seniority pool to voluntarily request Leave Without Pay or voluntarily reducing individual work schedules, the University may make the following options available:

1. Leave Without Pay

LWOP may be requested by Bargaining Unit Members in the same manner as all other leaves. The LWOP shall be no less than forty (40) hours or more than 1040 hours. During such leave continuation of benefits will be as designated under the University Policies and Regulations.

2. Reduced Workweeks

Bargaining Unit Members may volunteer for a reduced workweek of no less than twenty (20) hours per week, with the final determination being made by the University. A Bargaining Unit Member may withdraw from their reduced workweek with a minimum of two (2) weeks written notice to the University. The University may cancel the reduced workweek with a minimum of two (2) weeks written notice to the Bargaining Unit Member.

3. Granting of the alternatives detailed in D1 and D2 above is at the sole discretion of the University.

e. The University will endeavor to assist Bargaining Unit Members affected by layoff to secure alternative employment within the scope of the University's system before the Bargaining Unit Member's layoff date.

f. Bumping Rights

Once the University identifies the position to be eliminated, the Bargaining Unit Member affected may elect, within three (3) working days, to bump a less senior Bargaining Unit Member. Bumping protocol shall be jointly administered by the University, Local 6070 President and Local 6070 Regional 1<sup>st</sup> Vice President. The following steps, in priority order, shall be used to determine the position the Bargaining Unit Member shall bump.

1. Displace the least senior Bargaining Unit Member in their classification and trade, where the Bargaining Unit Member possesses the necessary skills, in their seniority pool. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 2.

2. Displace the least senior Bargaining Unit Member in their classification and trade, where the Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 4.

3. Displace the least senior Bargaining Unit Member in their classification, where the Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 4.
4. Displace a Bargaining Unit Member with the least seniority in the next lower classification and trade, where the Bargaining Unit Member possesses the necessary skills, in their seniority pool. Lacking seniority or the necessary skills, the Bargaining Unit Member may elect to proceed to step 5.
5. Displace the least senior Bargaining Unit Member in the lower classification, where the Bargaining Unit Member possesses the necessary skills, in their MAU. Lacking seniority or the necessary skills, the Bargaining Unit Member may elect to proceed to step 6.
6. Displace the least senior Bargaining Unit Member in the next lower classification, where the Bargaining Unit Member possesses the necessary skills in their MAU. Lacking seniority or the necessary skills the Bargaining Unit Member may elect to proceed to step 7.
7. Repeating step 6 until all classifications and seniority is exhausted.

The Bargaining Unit Member exercising the bumping rights must possess the necessary skills and abilities to accomplish the essential functions of the position.

The joint decision of the University and the Union may not be overturned unless it is determined to be arbitrary, capricious, or contrary to law.

The Bargaining Unit Member bumping within the same classification will be placed at their current step. The Bargaining Unit Member displacing a lower classification shall be placed at the step that is equal to current pay or, if there is no equal step, the Bargaining Unit Member moves to the next closest higher step.

Bargaining Unit Members who are displaced by bumping may elect bumping rights.

G. Recall

1. If the University determines to fill a vacancy in a seniority pool from which Bargaining Unit Members are laid off, such

Bargaining Unit Members shall be recalled in the reverse order of layoff. The Bargaining Unit Members being recalled shall be recalled at their same range and step as when they were laid off.

2. Recall rights expire either upon the employee's failure to return to work within ten (10) work days after being recalled, or eighteen (18) months after the date of layoff, whichever is earlier.
3. To maintain eligibility for recall rights the Bargaining Unit Member must keep the University informed as to their current address and contact number.

#### 5.5 Superseniority

- a. During the period a Bargaining Unit Member is designated and serving as a Union officer, or as a Union negotiator, the Bargaining Unit Member shall be deemed to have more seniority than all other Bargaining Unit Members.
- b. In the event that more than one Bargaining Unit Member in a seniority pool have superseniority and are affected by an action, seniority among those Bargaining Unit Members with superseniority shall be determined by their regular seniority.
- c. Union employee representatives shall have superseniority after holding the position for more than six (6) months.