

LOYOLA LAW SCHOOL  
HUMAN RESOURCES POLICIES AND PROCEDURES

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DIVISION: <b>LAW SCHOOL/HUMAN RESOURCES</b>	
SUBJECT: <b>Layoff</b>	Page 1 of 4
Policy Number:	Supersedes: <b>Layoff</b>
Effective Date: <b>07/25/16</b>	Previously Issued: <b>09/04/11</b>

**1. STATEMENT OF POLICY:**

A layoff is the termination of an introductory or regular staff member, when in the sole judgment of the Law School, a reduction of the work force, the elimination or reduction of a particular kind of work or grant, a structural reorganization or reallocation of financial resources is deemed necessary.

Provision of layoff benefits offered that exceed statutory or legally mandated benefits are contingent upon full execution of a *Layoff Separation Agreement and General Release*.

**2. DEFINITIONS:**

**“Regular staff member”** means a staff member who has completed the introductory period and who is employed in a position that is hoped, but not guaranteed, to be ongoing, from year to year. This definition does not change the staff member’s at-will status as defined by Law School policy.

**3. POLICIES/PROCEDURES:**

**Policy**

Layoff selections are made at the Law School’s sole discretion by Division/Department and work unit (or grant-funded account, where applicable), job classification, and, in some cases, FTE status (full-time versus part-time).

**Procedures**

*Selection for Layoff*

Layoff actions will be determined by the management of organizational units in consultation with the area Associate Dean and Dean of the Law School. Individuals identified for layoff must be reviewed and approved by the Dean of the Law School and Associate Dean for Finance and Administration.

Within the functions or job classifications affected, as determined by management, introductory period staff will be terminated before other regular status staff are selected for layoff, provided the staff remaining possess sufficient skills and abilities to do the work required.

Layoff decisions will be determined on the basis of the current and prospective departmental operational requirements and the skills, abilities, performance, and competence of existing staff to meet those requirements and other business-related factors as determined solely by the Law School. If the staff members' abilities are substantially equal and align with the requirements for the remaining work and all performance and related factors are essentially equal, layoff will occur by reverse order of seniority.

### *Notice or Pay in Lieu of Notice*

The Law School will attempt to give regular staff members advance written notice of layoff when the Law School is able to do so, as it determines in its sole discretion. When pay is given in lieu of notice, which pay is not required, nor guaranteed but is given in the Law School's sole discretion, generally, the Law School gives the employee the equivalent of two weeks' pay. The amount of pay given in lieu of notice, if any, is determined at the sole discretion of the Law School.

Written notice of layoff, if provided, may be rescinded by the Law School during the notice period if circumstances change, and it is decided that the staff member is to be retained or if the staff member accepts reassignment.

If a staff member resigns after having received written notice of layoff, the balance of the notice period will not be converted to pay; however, a regular staff member will receive severance pay in accordance with the schedule set forth below.

Law School decisions to involuntarily terminate the employment (including layoff) of a staff member who has successfully completed the introductory period will not be inconsistent with the applicable provisions of Human Resources Policies & Procedures.

### *Layoff Benefits*

The following benefits are provided to staff members upon layoff payout of all unused accrued vacation, eligibility for federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") group health coverage continuation, continued Tuition Remission through the end of the semester in which the layoff occurs (if eligible for tuition remission)<sup>1</sup>, eligibility for unemployment insurance, eligibility for all benefits which are pursuant to or consistent with Law School Policy or federal, State or local law that may change from time-to-time.

#### Additional Benefits

Upon layoff, and subject to the signing of a *Layoff Separation Agreement and General Release*, each introductory or regular staff member<sup>2</sup> will be eligible for severance payment and other benefits to assist the individual's employment transition.

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<sup>1</sup> A part-time staff member and his/her spouse and/or dependent child(ren) are not eligible for tuition remission, pursuant to the Tuition Remission policies.

<sup>2</sup> Only introductory and regular staff members are eligible for additional layoff benefits.

- (1) Severance pay will be calculated by using current actual monthly base compensation.<sup>3</sup>

Severance pay will be according to the following schedule.

Years of continuous regular University employment	Severance pay in months of base pay
90-days but less than 2	0.5
2 but less than 5	1
5 but less than 8	2
8 but less than 12	3
12 but less than 15	4
15 but less than 20	5
20 but less than 25	6
25 or more	up to 9

- (2) The Law School will pay the staff member's (including eligible spouse, dependents or Registered Domestic Partner), COBRA premium for three (3) months or the actual period of severance whichever is greater. This benefit is determined by the staff member's actual group health enrollment elections at time of separation.
- (3) A full-time staff member and a full-time staff member's eligible spouse/dependent child(ren) who are currently enrolled or have been admitted to the University, and who are otherwise eligible pursuant to the requirements for tuition remission under Law School Human Resources Policies & Procedures, will be eligible for two (2) semesters of additional tuition remission benefit from the layoff date. Tuition Remission received post-layoff is subject to all applicable federal, state, and local withholding taxes.

### *Reinstatement/Rehire*

#### Repayment of Severance Pay

If a staff member is reemployed by the Law School sooner than the number of months of severance pay received by the staff member, the portion of the severance pay equal to the base pay the staff member would have earned if not terminated may be retained. The balance must be repaid to the Law School within 90 days of reemployment. For example, if a terminated staff member received 6 months of severance pay and then was reemployed 2 months later, the staff member would repay 4 months of the severance pay within 90 days of reemployment.

<sup>3</sup> A part-time, introductory or regular staff member's severance pay is prorated based on the average number of hours worked per week as a percentage of 35 hours.

Introductory Period

Staff members who are reinstated or rehired to a different position from the one they left are required to complete a new introductory period.

*Grievance*

A laid-off staff member is eligible to initiate the grievance process as outlined in the Human Resource Policy & Procedure, Open Door Policy, Review of Involuntary Termination of Employment.