

SECTION 16.35 TEMPORARY LAYOFF
Last Update: 9/13

A. Relevant Provisions

If temporary layoffs become necessary, they must be implemented in accordance with the provisions of the applicable collective bargaining agreement or the DAS-HRE rules.

AFSCME, UE/IUP, and SPOC Agreements-Article VIII – Hours of Work

Nothing herein shall be construed as a guarantee of hours of work per day or per work week (or work period for SPOC).

Article VI--Layoff Procedure

AFSCME Agreement:

The employer will determine the total number of days needed and apply those days to the least senior employee. The temporary layoff cannot exceed ninety (90) consecutive calendar days per employee per fiscal year and shall not carry contiguously into the following fiscal year. (Thirty days for PFS and Blue Collar.)

Prior to implementing a temporary layoff, the Employer will first terminate all non-permanent employees who perform similar duties, including temporary service employees such as Manpower, Olsten, Merit Resources, etc.

The class series is to be used for determining the least senior employee to be affected. The temporary layoff units are specified in the AFSCME collective bargaining agreement. No more senior employee may be subject to the temporary layoff until the preceding less senior employee (within the class series and temporary layoff unit) is scheduled for the maximum number of layoff days. At least 14 calendar days notice will be given.

No more than thirty percent (30%) of the employees in the temporary layoff unit may be temporarily laid off in a fiscal year.

Employees may volunteers for any part of the temporary layoff with the most senior volunteer(s) selected unless the absence would cause hardship on operating efficiency. Employees must volunteer for at least one calendar week unless a smaller period of time is agreed upon.

Employees will continue to accrue sick leave and vacation time and the Employer will continue to pay the Employer's share of insurance.

Temporary layoff language for Regents is in Appendix M of the AFSCME collective bargaining agreement.

UE/IUP Agreement:

The Union recognizes the right of management to layoff or reduce the hours of employment. Such procedures shall not apply to:

Temporary layoff of less than twenty (20) consecutive working days. In such cases, employees will be laid off by seniority within classification and work unit.

SPOC Agreement:

The Union recognizes the right of management to layoff or reduce the hours of employment. Such procedure shall not apply to:

Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by seniority within classification and organizational unit.

Iowa Department of Administrative Services Subrule 60.3(1):

A layoff shall be required whenever the appointing authority reduces the number of permanent merit system covered employees in a class or the number of hours worked by permanent merit system covered employees in a class, except that the rules do not apply to a temporary reduction of less than 20 consecutive calendar days.

B. Benefits

Health, Dental, and Life Insurance – During a temporary layoff, health, life, and dental insurance coverages and the State's premium contribution for these insurances may be affected. Refer to the applicable collective bargaining agreement or DAS-HRE rules.

Vacation and Sick Leave Accruals – During a temporary layoff, sick leave and annual leave accruals may be affected. Refer to the applicable collective bargaining agreement or DAS-HRE rules.

Iowa Public Employees' Retirement System – IPERS benefits may be affected if an individual is in the last three years of employment.

POR - Peace Officers' Retirement, Accident and Disability System – POR benefits should not be affected since retirements are calculated on the "earnable compensation" for the position rather than the actual pay of the member.

Federal Withholding, State Withholding, FICA, Long Term Disability – The amounts deducted from the employee's pay in each of these categories will be adjusted each pay period based on the salary earned.

Garnishments – Deductions will be adjusted according to salary earned.

Child Support – Court ordered child support payments may be adjusted only as permitted by a subsequent court order.

Deferred Compensation – Employees receiving pay may choose to terminate or adjust their deferred compensation deduction for a specified period of time. If an employee decides to terminate deferred compensation contributions, he or she may restart at any time. Appropriate change request forms are available from each Personnel Assistant. If an employee suffers a financial hardship due to an unforeseeable emergency (such as an unplanned loss of wages), the employee may be eligible to receive a hardship distribution of the employee contribution (457) plan. An employee who hasn't contributed to the program for two or more years and whose account balance is under \$5,000 may receive a cash-out of the employee's account.

Health and Dependent Care Flexible Spending Accounts – If the employee receives enough pay to make the FSA contribution, the contribution will continue and the employee will receive coverage if the employee has eligible expenses. If the employee does not receive enough pay to make the FSA contribution, coverage will continue and the contribution will be increased the next pay period to make up for lost contributions.

Employee Organization Insurance – The entire premium must be paid for these insurances to remain in effect. If there is not enough salary to cover these expenses through payroll deduction, the employee must pay the insurance company directly for the remaining amount.

Employee Organization Dues – Dues will be taken out as usual provided there are sufficient wages to cover the amount.

Bonds, Credit Union, and Charitable Contributions – Employees may change the amount of their deductions each pay period if they choose. If, however, deductions are being made for a loan repayment, the credit union must be contacted before any change is made.

Order of Deductions – Payroll deductions are taken in the following order. Some are fixed while others may be adjusted by the employee according to applicable rules and regulations:

1. FICA
2. Federal Withholding
3. State Withholding
4. Retirement
5. Travel Code (deductions for individuals who have permanent travel advances)
6. Wage Assignment
7. Garnishments
8. Extra Federal Withholding
9. Extra State Withholding
10. Health Insurance
11. Dental Insurance
12. Group Life Insurance
13. Flexible Spending Account - Health
14. Flexible Spending Account – Dependent Care
15. Long Term Disability (no employee share/state share only)
16. Employee Organization Insurance
17. Employee Organization Dues
18. Regular Maintenance (deduction from net pay after same amount is processed as a taxable benefit)
19. Miscellaneous Deduction (deduction from net pay for a repayment other than wages)
20. Annuity/Deferred Compensation
21. U.S. Savings Bonds
22. Charitable Contribution 1
23. Charitable Contribution 2
24. Charitable Contribution 3
25. Charitable Contribution 4
26. Miscellaneous Insurance / dues 1
27. Miscellaneous Insurance / dues 2
28. Miscellaneous Insurance / dues 3
29. Miscellaneous Insurance / dues 4
30. Miscellaneous Insurance / dues 5

Unemployment Compensation

1. A supervisor may not enter into an agreement with an employee to allow the temporary layoff to be taken in a continuous block in exchange for the employee agreeing not to file for unemployment. Iowa Code section 96.15 strictly prohibits entering into an agreement with an employee to waive rights to unemployment compensation. Also, temporary layoff plans should be designed to minimize unemployment expenses to the State.

2. If the temporary layoff does not exceed one day per work week, employees generally should not become eligible for unemployment benefits.

Volunteers for Temporary Layoff

1. Contract covered employees may not take more temporary layoff than required of other employees similarly situated. Management, however, may consider individual requests for leave without pay just as they would at any other time.
2. Employees may not volunteer for layoff in lieu of other employees taking temporary layoff because a permanent layoff is not being implemented, only a temporary one.
3. Contract covered employees may not choose when to be temporarily laid off. Non-contract employees may be given flexibility in deciding when to take the temporary layoff time subject to the approval of management.

Paid Leave

1. In the event that vacation requests conflict with temporary layoff, vacation requests for non-contract covered employees may be denied. For contract covered employees, Article IX of the collective bargaining agreements must be followed.

Scheduled vacations can be cancelled for non-contract covered employees if the temporary layoff date(s) conflicts with a scheduled vacation date(s). For contract covered employees, refer to Article IX of the applicable collective bargaining agreement regarding cancellation of vacation.

If a scheduled vacation is cancelled and the employee is at the maximum accrual, the employee can take the vacation at a later time. They will not, however, earn additional vacation until they get below the vacation accrual ceiling.

2. Employees on sick leave or other paid leaves will not be exempt from temporary layoff. An employee supplementing Workers' Compensation with sick leave or vacation will be temporarily laid off in the same manner as any other employee utilizing paid leave time on a basis proportionate to the amount being supplemented.
3. Employees may not take vacation, compensatory leave or any other type of paid leave in lieu of temporary layoff. In addition to getting compensatory leave "off the books", or paying it off at the end of the fiscal year, employees must also take their unpaid temporary layoff time. (Employees, however, may request to cash out compensatory time and that request must be honored under the terms of the collective bargaining agreement.)
4. Employees will not be temporarily laid off on the day of a holiday, or the first work day before or first work day following a holiday.

Miscellaneous Information on Temporary Layoffs

1. Job shared positions will be subject to temporary layoff if in an affected class and work unit.
2. Contract-covered employees on temporary layoff may not work even if they want to stay current with their workload. The contracts, the Iowa Wage Payment Collection Act, and the Fair Labor Standards Act (FLSA) require that employees be paid for hours worked.
3. Non-contract overtime exempt employees lose their exemption during the time of the temporary layoff and must be paid for all hours worked including time and one-half for all hours worked after 40 hours in the work week.

4. Temporary layoff provisions will be implemented in accordance with the applicable bargaining agreement for contract covered employees.