

MANAGEMENT'S FAILED ATTEMPT TO ROLLBACK LAYOFF PROTECTIONS

In 2021, we secured protections ensuring that layoffs can only occur if they are both "*reasonable*" and "*in good faith*." These protections are triggered when Management proposes layoffs affecting **9% or more** of bargaining unit staff within a 12-month period.

This time around, we are demanding that the threshold be reduced to **5%**. If a layoff is found to violate our CBA (i.e. if it affects more than 5% of the bargaining unit and isn't both reasonable and in good faith) the affected employee(s) will be **reinstated with back pay**.

In a bargaining session in December 2024, LSNYC management falsely claimed that the 2021 contract does not require layoffs to be "*reasonable*" — despite having agreed to this change, which was ratified by our members and is clearly written in the contract. Management said that they would treat the "reasonable" standard for layoffs—which they agreed to in 2021—as a new demand we are making for this round of contracts.

The bargaining team successfully pushed back on LSNYC management's unreasonable stance. After reading the contract changes that they read and agreed to in 2021, management admitted that the current CBA requires all layoffs to be both "reasonable" and "in good faith."

It's nice that management finally admitted they agreed to our current layoff protections, but they still haven't responded to our demand that would strengthen those protections by lowering the threshold to 5%. Stay tuned for updates!

This bargaining summary was prepared by the Member Education Committee - contact allisonhrabar@gmail.com with questions or to join the Committee.