

Article 13  
Layoff and Recall  
USFBOT Proposal 11-20-09

13.1 Layoff.

- a) A layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions.
- b) Layoff Unit. The layoff unit may be defined by the Trustees as the collection of bargaining unit members in an administrative unit; and instructional program; a research specialty, program, group, or project; or other organization of the university's academic, instructional, or service functions as the Trustees deem appropriate.

13.2 Layoff Considerations. In selecting faculty members in the layoff unit to be retained, the Board of Trustees will consider which faculty members will best enable the University to meet its ongoing operational needs. In that context, the Board of Trustees shall carefully consider the faculty member's length of continuous university service, and shall take into account other appropriate factors, including but not limited to tenure or tenure-accruing status, performance evaluations by students, peers, and supervisors, and the faculty member's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the faculty member may be engaged, record of academic responsibility, and service to the profession, community, and public. Where employees are equally qualified under such factors, layoff will be determined by tenure status, and if still equal by seniority in the unit.

- a) One (1) faculty member may constitute a layoff unit when the instructional, research, or service functions that the faculty members performs constitute a layoff unit as defined in 13.1 (b).
- b) No tenured/continuing multi-year/permanent status faculty member shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

13.3 Alternative/Equivalent Employment. The Board of Trustees shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off faculty members within the university, and to make known the results of the effort of the person affected.

13.4 Notice.

- a) Faculty members should be informed of layoff as soon as practicable and, where circumstances permit, faculty members with three or more years of continuous university service should be provided at least one (1) year's notice; those with less service with at least six (6) month's notice. Faculty members who have received notice of layoff shall be afforded the recall rights granted under Articles 13.3 above and 13.5.
- b) Formal written notice of layoff is to be sent by U.S. mail, or delivered in person to the faculty member. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the faculty member will receive the University vacancy listing until the recall period ends or re-employment offer is refused.

13.5 Re-employment/Recall.

- a) For a period of two years following layoff or for faculty members appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, a faculty member who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position in the layoff unit at the university should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the University's position vacancy announcements. For this purpose, it shall be the faculty member's responsibility to keep the university advised of the faculty member's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the faculty member shall receive no further consideration pursuant to this Article. Faculty member appointed to a fixed multi-year appointment, who are recalled shall be offered re-employment not to exceed the length of their last employment contract.

b) A faculty member who held a tenured/continuing multi-year permanent status appointment on the date of termination by reason of layoff shall resume the tenured/continuing multi-year/permanent status appointment upon recall.

c) The faculty member shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

d) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, faculty members participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

## Article 13

### Layoff and Recall

#### 13.1 Layoff.

\_\_\_\_\_ A. Layoff. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the University shall notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the President or representative pursuant to Article 2.1 during this period to discuss the layoff.

\_\_\_\_\_ B. Layoff Unit. The layoff unit may be at an organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate.

13.2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined as follows:

\_\_\_\_\_ A. No tenured employee shall be laid off if there are employees who do not have tenure in the layoff unit.

\_\_\_\_\_ B. No employee who does not have tenure in the layoff unit with more than five (5) years of continuous university service shall be laid off if there are any such employees with five (5) years or less service.

\_\_\_\_\_ C. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the University.

\_\_\_\_\_ D. The provisions of Article 13.2(A) and (B) above will apply unless the University determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the University shall notify UFF in writing.

\_\_\_\_\_ E. Where employees are equally qualified under (A) or (B) above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the University. In making such judgment, the University shall carefully consider employees' length of continuous university service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

~~— F. — No tenured employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.~~

~~— G. — The University shall notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2.1.~~

~~13.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to assist the employee in locating appropriate alternate or equivalent employment for laid off employees within the University.~~

~~13.4 Notice. Employees should be informed of layoff as soon as practicable and, where circumstances permit, employees with three or more years of continuous University service should be provided at least one (1) year's notice; those with less service with at least six (6) month's notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Articles 13.3 above and 13.5 below. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and a statement that the employee is eligible for consideration for retraining under the provision of Article 22.4, for a period of two years following layoff.~~

#### ~~13.5 Re-employment/Recall.~~

~~— A. — For a period of two years following layoff or for employees appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the University should an opportunity for such re-employment arise. It shall be the employee's responsibility to keep the University advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment, who are recalled shall be offered re-employment not to exceed the length of their last employment contract. The University shall notify the local UFF Chapter when an offer of re-employment is issued.~~

~~— B. — An employee who held a tenured appointment on the date of termination by reason of layoff shall resume the tenured appointment upon recall.~~

~~\_\_\_\_\_ C. \_\_\_\_\_ The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.~~

~~\_\_\_\_\_ D. \_\_\_\_\_ Employee Assistance Programs. Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.~~

~~13.6 Limitations. The provisions of Articles 13.2 through 13.5 of this Agreement shall not apply to those employees described in Article 12.2(A)(3), (B) and (C) and in Article 8.3(H).~~