

**ARTICLE 35  
LAYOFF AND RECALL**

35.1

- (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 Board of Trustees or the University Administration 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 Chair of the Board or the President or their representatives pursuant to the Consultation Article 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 Trustees or the University Administration deems appropriate.

35.2 **Layoff Considerations.** The selection of faculty members in the layoff unit to be laid off shall be determined as follows:

- (a) No tenured/continuing multi-year faculty member shall be laid off if there are non-tenured faculty members in the layoff unit.
- (b) No faculty member in a non-tenured position in the layoff unit with more than five (5) years of continuous university service shall be laid off if there are any such faculty members with five (5) years or less service.
- (c) The sole instance in which only one (1) faculty member shall constitute a layoff unit is when the functions that faculty member performs constitutes an area, program, or other level of organization at the University.
- (d) The provisions of 35.2(a) and (b) shall apply unless the Trustees or University Administration determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the Trustees or University Administration shall notify UFF in writing.
- (e) Where faculty members are equally qualified under (a) or (b) above, those faculty members will be retained who, in the judgment of the Board of Trustees or the University Administration, will best contribute to the mission and purpose of the University. In making such judgment, the Board of Trustees or the University Administration shall carefully consider faculty members' 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

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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, and service to the profession, community, and public.

- (f) No tenured/continuing multi-year faculty member 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 Administration shall notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where faculty members have been laid off. The use of adjunct and other non-unit faculty in departments/units where faculty members have been laid off may be the subject of consultation meetings pursuant to the Consultation Article.

**35.3 Alternative/Equivalent Employment.** The University Administration and Board of Trustees shall make a reasonable effort to locate appropriate alternative or equivalent employment for laid-off faculty members within the University and to make known the results of the effort to the person affected.

**35.4 Notice.** 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 alternative/equivalent employment rights granted under Section 35.3 and the re-employment recall rights granted under Section 35.5. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained. The notice shall include the 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 UNF Vacancy Listings until the recall period ends or re-employment offer is refused; and a statement that the faculty member is eligible for consideration for retraining under the provision of the Professional Development Leaves and Sabbaticals Article, Section 26.4 for a period of two years following layoff.

### **35.5 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 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

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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 members 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 Administration shall notify the local UFF Chapter when an offer of re-employment is issued.

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

**35.6 Limitations.** The provisions of Sections 35.2 through 35.5 of the Layoff and Recall Article of this Agreement shall not apply to those faculty members described in the Non-Reappointment and Resignations Article, Sections 13.2(a)(3), (b), and (c), and in the Appointment Article, Section 12.7.