

ARTICLE 18
LAYOFF

18.1 Layoffs General Policy.

- (a) Implementation. Subject to compliance with applicable University policy, the University may implement a layoff at any time as a result of reallocation of resources; reorganization of academic or administrative structures, programs, or functions; reorganization of degree or curriculum offerings, ~~or~~ requirements, or means of delivery; adverse financial circumstances; or reduction or elimination of programs or functions. Layoffs shall not be arbitrary or capricious.
- (b) Layoff Unit. The layoff unit may be at any organizational level of the University.
- (c) The University shall determine the program areas, subject areas, positions, and personnel subject to the layoff.
- (d) Terminations (voluntary or involuntary) which occur pursuant to another Article of this Agreement shall not be deemed a layoff.

18.2 Layoff Considerations.

- (a) The University shall consider appropriate factors including, but not limited to rank; length of continuous employment at the University; performance evaluations; the employee’s academic training and credentials; external professional reputation and experience; teaching effectiveness; research record; and service to the profession, community, and public prior to conducting any layoff.
- (b) In the event that more than one employee is being considered for a layoff, and said employees are substantially similar with respect to the factors in Section 18.2(a) above, seniority shall be the determinative factor, and the layoff shall occur in the inverse order of seniority.
- (c) An employee laid off under this section may request within twenty (20) days of the notification of a layoff a written justification for their selection to be laid-off. Thereafter, the President or designee shall provide such statement within twenty (20) days following receipt of such request.

18.3 Notice of Intent.

- ~~18.3(a)~~ The University shall provide the UFF and faculty member with no less than one (1) academic year advance notice prior to the effective date of any layoff. The University shall provide the UFF and the Wellness Counselor and/or Assistant Librarian with a length of advance notice prior to conducting any layoff as negotiated with UFF prior to the date of hire.
- (b) The notification to the employee shall include the effective date of the layoff; the reason for the layoff; a statement of recall rights; and a statement of appeal/grievance rights and applicable deadlines for filing.
- (c) The notification to UFF shall include the units affected by the layoff, the reason for

1 the layoff, and the employee(s) to be laid-off. The UFF may request a consultation
2 with the President or representative pursuant to Article 2 (Consultation) during this
3 period to discuss the layoff.

4 ~~18.41.1 Terminations (voluntary or involuntary) which occur pursuant to another Article of this~~
5 ~~Agreement shall not be deemed a layoff.~~

6 ~~18.51.1 The University shall determine the program areas, subject areas, positions, and personnel~~
7 ~~subject to the layoff.~~

8 ~~18.61.1 Employees who are laid off remain eligible for reemployment.~~

9 **18.4 Grievability.**

10 (a) ~~Pursuant to Article 11 – Grievance and Arbitration Procedure, T~~the decision to
11 layoff is only grievable ~~according to Article 11 – Grievance and Arbitration~~
12 ~~Procedure,~~ if an employee who receives written notice of layoff contests the
13 decision because of an alleged violation of this Agreement or ~~because of~~ an alleged
14 violation of an employee’s constitutional rights.

15 ~~18.7(b)~~ Such grievances must be filed in accordance with the provisions set forth in Article
16 11.

17 **18.5 Re-employment/Recall.**

18 (a) ~~Employees who are laid off remain eligible for reemployment.~~

19 (b) ~~For a period of two (2) years following a layoff, an employee who has been laid~~
20 ~~off shall be offered reemployment in the same or similar position at the University~~
21 ~~should an opportunity for such reemployment arise.~~

22 (c) ~~It shall be the employee’s responsibility to keep the University advised of the~~
23 ~~employee’s current address.~~

24 (d) ~~Any offer of re-employment pursuant to this section must be accepted within~~
25 ~~twenty (20) days after the date of the offer. In the event such offer of reemployment~~
26 ~~is not accepted, the employee shall receive no further consideration pursuant to this~~
27 ~~Article.~~

28 (e) ~~The appointment term for any employee recalled in accordance with this article~~
29 ~~shall be equal to the time remaining on the employee’s prior appointment at the~~
30 ~~time the prior layoff occurred.~~

31 ~~18.8(f)~~ The University shall notify the UFF Chapter when an offer of re-employment is
32 issued.

33 ~~18.9~~**18.6 Exceptions.** Sections 18.2 through ~~18.5~~~~18.8~~ of this Article shall not apply to
34 positions funded from contracts, grants, and sponsored research funds, including any
35 research appointments supported by the University; or positions funded by “soft money.”