

**ARTICLE 18**  
**LAYOFF**

**18.1 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, 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 ~~consistent in keeping~~ with the criteria ~~described laid out~~ in Section this article (18.2.).
- (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) — No employee shall be laid off if there are employees of a lower rank in the layoff unit who are not also laid off.~~
- ~~(b) — No employee with more than four (4) years of continuous service shall be laid off if there are employees of the same rank with less service in the layoff unit who are not also laid off.~~
- ~~(e)(a)~~ (a) In determining layoffs ~~after the above considerations have been taken into account,~~ the University shall consider appropriate factors including: length of continuous employment at the University; performance evaluations (aggregate results averaged over the previous three annual evaluations); and the employee’s academic training and credentials, external professional reputation and experience, teaching effectiveness, research record, service to the institution and the profession. -
- ~~(d)~~ (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(c) above, seniority shall be the determinative factor, and the layoff shall occur in the inverse order of seniority.
- ~~(e)~~ — 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

For the University



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Date May 19, 2021

For the UFF



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(20) days following receipt of such request. The written justification shall clearly and specifically address the rationale used to identify employee that was laid off. criteria in 18.2 (a), (b), and (c) as they apply to the laid off employee and will include specific comparisons with the other employees in the layoff unit. The university will strip any identifying information from performance evaluation results in these comparisons.

**18.3 Notice of Intent.**

- (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 no less than six (6) months advance notice prior to the effective date of any layoff.
- (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 the layoff, and the employee(s) to be laid-off. The UFF may request a consultation with the President or representative pursuant to Article 2 (Consultation) during this period to discuss the layoff.

**18.4 Grievability.**

- (a) Pursuant to Article 11 – Grievance and Arbitration Procedure, the decision to layoff is only grievable if an employee who receives written notice of layoff contests the decision because of an alleged violation of this Agreement or an alleged violation of an employee’s constitutional rights.
- (b) Such grievances must be filed in accordance with the provisions set forth in Article 11.

**18.5 Re-employment/Recall.**

- (a) Employees who are laid off remain eligible for reemployment.
- (b) For a period of two (2) years following a layoff, an employee who has been laid off shall be offered reemployment in the same or similar position at the University should an opportunity for such reemployment arise.
- (c) It shall be the employee’s responsibility to keep the University advised of the employee’s current address.

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1           **(d)** Any offer of re-employment pursuant to this section must be accepted within  
2 twenty (20) days after the date of the offer. In the event such offer of reemployment  
3 is not accepted, the employee shall receive no further consideration pursuant to this  
4 Article.

5           **(e)** The appointment term for any employee recalled in accordance with this article  
6 shall be equal to the time remaining on the employee’s prior appointment at the  
7 time the prior layoff occurred.

8           **(f)** The University shall notify the UFF Chapter when an offer of re-employment is  
9 issued.

10 **18.6** **Exceptions.** Sections 18.2 through 18.5 of this Article shall not apply to positions funded  
11 from contracts, grants, and sponsored research funds, including any research appointments  
12 supported by the University; or positions funded by “soft money.”

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