

ARTICLE 33
LAYOFF AND RECALL

33.1

(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. Sections 6.1 or 6.2 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.

33.2 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 33.2(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

1/12/18
[Handwritten signature]
UNF - UFF Collective Bargaining Agreement 2017-2020

47 the faculty member's academic training, professional reputation, teaching
48 effectiveness, research record or quality of the creative activity in which the
49 faculty member may be engaged, and service to the profession, community, and
50 public.
51

52 (f) No tenured/continuing multi-year faculty member shall be laid off solely for the
53 purpose of creating a vacancy to be filled by an administrator entering the
54 bargaining unit.
55

56 (g) The University Administration shall notify the local UFF Chapter in writing
57 regarding the use of adjunct and other non-unit faculty in those departments/units
58 where faculty members have been laid off. The use of adjunct and other non-unit
59 faculty in departments/units where faculty members have been laid off may be the
60 subject of consultation meetings pursuant to the Consultation Article, ~~Section 6.1~~
61 ~~and 6.2.~~
62

63 33.3 Alternative/Equivalent Employment. The University Administration and Board of
64 Trustees shall make a reasonable effort to locate appropriate alternative or equivalent
65 employment for laid-off faculty members within the University and to make known the results of
66 the effort to the person affected.
67

68 33.4 Notice. Faculty members should be informed of layoff as soon as practicable and, where
69 circumstances permit, faculty members with three or more years of continuous university service
70 should be provided at least one (1) year's notice; those with less service with at least six (6)
71 month's notice. Faculty members who have received notice of layoff shall be afforded the
72 alternative/equivalent employment rights granted under Section 33.3 and the re-employment
73 recall rights granted under Section 33.5. Formal written notice of layoff is to be sent by certified
74 mail, return receipt requested, or delivered in person to the faculty member with written
75 documentation of receipt obtained. The notice shall include the effective date of layoff; reason
76 for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a
77 statement of appeal/grievance rights and applicable deadlines for filing; a statement that the
78 ~~faculty member will receive the UNF Vacancy Listings until the recall period ends or re-~~
79 ~~employment offer is refused; and a statement that the faculty member is eligible for~~
80 ~~consideration for retraining under the provision of the Professional Development Leaves and~~
81 ~~Sabbaticals Article, Section 24.4 for a period of two years following layoff.~~
82

83 33.5 Re-employment/Recall.
84

85 (a) For a period of two years following layoff or for faculty members appointed to a
86 fixed multi-year appointment, not to exceed the length of their last employment
87 contract, not to exceed two (2) years, a faculty member who has been laid off and
88 who is not otherwise employed in an equivalent full-time position shall be offered
89 re-employment in the same or similar position at the University should an
90 opportunity for such re-employment arise. All persons on the recall list shall
91 regularly be sent the University's position vacancy announcements. For this
92 purpose, it shall be the faculty member's responsibility to keep the University

UNF – UFF Collective Bargaining Agreement 2017-2020

93 advised of the faculty member's current address. Any offer of re-employment
94 pursuant to this section must be accepted within fifteen (15) days after the date of
95 the offer, such acceptance to take effect not later than the beginning of the
96 semester immediately following the date the offer was made. In the event such
97 offer of re-employment is not accepted, the faculty member shall receive no
98 further consideration pursuant to this Article. Faculty members appointed to a
99 fixed multi-year appointment who are recalled shall be offered re-employment not
100 to exceed the length of their last employment contract. The University
101 Administration shall notify the local UFF Chapter when an offer of re-
102 employment is issued.

- 103
- 104 (b) A faculty member who held a tenured/continuing multi-year appointment on the
105 date of termination by reason of layoff shall resume the tenured/ continuing multi-
106 year appointment upon recall.
- 107
- 108 (c) The faculty member shall receive the same credit for years of service for purposes
109 of layoff as held on the date of layoff.
- 110
- 111 (d) Employee Assistance Programs. Consistent with the University's Employee
112 Assistance Program, faculty members participating in an employee assistance
113 program who receive a notice of layoff may continue to participate in that
114 program for a period of ninety (90) days following the layoff.

115

116 33.6 Limitations. The provisions of Sections 33.2 through 33.5 of the Layoff and Recall Article
117 of this Agreement shall not apply to those faculty members described in the Non-Reappointment
118 and Resignations Article, Sections 13.2(a)(3), (b), and (c), and in the Appointment Article,
119 Section 12.7.

120

121

122

123

124

OK
1/13/18
ER 12-01-17