

1 **ARTICLE 13**

2 **LAYOFF AND RECALL**

3  
4 **13.1 Layoff.**

5 (a) Layoff. A layoff occurs as a result of adverse financial circumstances;  
6 reallocation of resources; reorganization of degree or curriculum offerings or  
7 requirements; reorganization of academic or administrative structures,  
8 programs, or functions; or curtailment or abolition of one or more programs or  
9 functions.

10 (b) Layoff Unit. The layoff unit ~~may~~<sup>[C1]</sup> be at an organizational level of the  
11 University, such as a campus, division, college/unit, school, department/unit,  
12 area, program, or other level of organization as the ~~University deems~~  
13 ~~appropriate~~<sup>[C2]</sup>.

14 (c) The sole instance in which only one employee will constitute a layoff  
15 unit is when the functions that the employee performs constitute an area,  
16 program, or other level of organization at the University.  
17

18 **13.2 Layoff Considerations.** The selection of employees in the layoff unit  
19 to be laid off will be determined as follows:

20 (a) No tenured employee shall be laid off if there are non-tenured  
21 employees in the layoff unit. ~~No non-tenured but tenure-earning employees~~  
22 ~~shall be laid off if there are non-tenured, non-tenure earning employees in the~~  
23 ~~layoff unit.~~<sup>[C3]</sup>

24 (b) ~~No employee in a non-tenured position in the layoff unit with more than~~  
25 ~~five years of continuous University service shall be laid off if there are any~~  
26 ~~such employees with five years or less service. The date of layoff unit~~  
27 ~~notification to the UFF shall be the date used to determine length of~~  
28 ~~continuous University service.~~<sup>[CP4]</sup>

29 ~~(c)~~ Where employees are equally qualified ~~under (a) or (b) above~~, those  
30 employees will be retained who, in the judgment <sup>[C5]</sup> of the University, will best  
31 contribute to the mission and purpose of the University, including its  
32 commitment to diversity. In making such judgment, the University shall  
33 carefully consider employees' length of continuous University service, and  
34 shall take into account other appropriate factors, including but not limited to  
35 performance evaluation by students, peers, and supervisors, and the  
36 employee's academic training, professional reputation, teaching  
37 effectiveness, research record or quality of the creative activity in which the  
38 employee may be engaged, and service to the profession, community, and  
39 public.

40 (d) No tenured employee shall be laid off solely for the purpose of creating  
41 a vacancy to be filled by an out-of-unit person entering the bargaining unit.

42 (e) ~~The University shall notify the UFF Chapter in writing regarding the~~  
43 ~~use of adjunct and other non-unit faculty in those departments/units where~~  
44 ~~employees have been laid off.~~<sup>[CP6]</sup> The use of adjunct and other non-unit  
45 faculty in departments/units where employees have been laid off may be the  
46 subject of consultation meetings pursuant to Article 2.  
47

48 **13.3 Alternative/Equivalent Employment.** Prior to giving a notice of  
 49 layoff to the employee, the University shall make a reasonable effort to locate  
 50 appropriate alternate or equivalent employment within the University for that  
 51 employee and to make known the results of the effort to the person affected.  
 52

53 **13.4 Notice.** Eligible employees should be informed of layoff as soon as  
 54 practicable and, where circumstances permit<sup>[CP7]</sup>, after employees with  
 55 threesix <sup>[CP8]</sup> or more years of continuous UCF service, employees should be  
 56 provided at least onetwo full semester/terms' notice (or one yearsixteen  
 57 week's notice <sup>[CP9]</sup> for employees with an assignment greater than an  
 58 academic year); whichever is greater. †Those in their first six years of  
 59 continuous University service, the remainder of a semester or term, or six  
 60 weeks, whichever is greater, with less service, with at least one full  
 61 semester's notice (or six months' notice for employees with an assignment  
 62 greater than an academic year). Formal written notice of layoff is to be sent  
 63 via email or by certified mail, return receipt requested, or delivered in person  
 64 to the employee with written documentation of receipt obtained. The notice  
 65 shall include effective date of layoff; reason for layoff; reason for shortened  
 66 period of notification, if applicable <sup>[CP10]</sup>; a statement of appeal/grievance rights  
 67 and applicable dates for filing; and information on how to access the  
 68 University Vacancy Listing. The University shall copy the local UFF Chapter  
 69 as well as the UFF state office on the layoff notice provided to the employee.  
 70 The UFF may request a consultation with the president or president's  
 71 representatives pursuant to Article 2 to discuss the noticed layoff.  
 72

73 During their notice period, employees shall continue to have rights to  
 74 alternate or equivalent employment. It shall be the employee's responsibility  
 75 to check the Vacancy listing and notify the Academic Affairs if he or she sees  
 76 a vacancy that he or she is interested in and qualified for. After the cessation  
 77 of their employment, employees shall be provided a statement of their recall  
 78 rights and the expiration of those rights.  
 79

### 80 **13.5 Re-employment/Recall.**

81 (a) For twone years (365 days) <sup>[CP11]</sup> following layoff, an employee who has  
 82 been laid off and who is not otherwise employed in an equivalent full-time  
 83 position shall be offered re-employment in the same or similar position at the  
 84 University should an opportunity for such re-employment arise. If an  
 85 employee is laid off from a multi-year appointment, the employee shall be  
 86 eligible for re-employment in the same or similar position at UCF, should such  
 87 a position become available within one year following the layoff or before the  
 88 expiration date of the employee's last employment agreement, whichever is  
 89 shorter. Employees appointed to a multi-year appointment who are recalled  
 90 shall be offered re-employment not to exceed the time remaining on their  
 91 employment agreement at the time of layoff <sup>[CP12]</sup>. Any offer of re-employment  
 92 pursuant to this section must be accepted within fifteenfourteen <sup>[CP13]</sup> days  
 93 after the date of the offer and shall take effect no later than the beginning of  
 94 the semester following the date the offer was made. If an employee rejects an  
 95 offer of re-employment, the employee shall receive no further consideration

96 pursuant to this Article. ~~The University shall notify the local UFF chapter when~~  
97 ~~an offer of re-employment is issued to a laid-off employee.~~ [CP14]

98 (b) An eligible employee shall resume the same status upon recall, as  
99 applicable.

100 (c) Upon recall or reemployment, under this section, the eligible employee  
101 shall normally receive the same credit for years of service as held on the date  
102 of layoff.

103 (d) Employee Assistance Programs. ~~Consistent with the University's~~  
104 ~~Employee Assistance Program, e~~ Employees participating in an employee  
105 assistance program who receive a notice of layoff may continue to participate  
106 in that program for a period of ninety days following the layoff.

107  
108 **13.6 Limitations.** The provisions of ~~Sections 13.2 through 13.5 of this~~  
109 ~~Agreement Article~~ shall not apply to employees who are funded by auxiliary  
110 or C&G funding (soft money), who have visiting or provisional status, or who  
111 have a multi-year agreement. those employees described in Sections 12.2(b)  
112 and in 8.5(c). [CP15]