

1 **ARTICLE 13**^[CP1]

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 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.

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.~~^[C2]

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.~~^[CP3]

29 ~~(c)~~ Where employees are equally qualified ~~under (a) or (b) above~~, those
30 employees will be retained who, in the judgment 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 ~~(dc)~~ No tenured employee shall be laid off solely for the purpose of
41 creating a vacancy to be filled by an out-of-unit person entering the
42 bargaining unit.

43 ~~(ed)~~ ~~The University shall notify the UFF Chapter in writing regarding the~~
44 ~~use of adjunct and other non-unit faculty in those departments/units where~~
45 ~~employees have been laid off.~~^[CP4] The use of adjunct and other non-unit
46 faculty in departments/units where employees have been laid off may be the
47 subject of consultation meetings pursuant to Article 2.

48

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

53

54 **13.4 Notice.** Eligible employees should be informed of layoff as soon as
55 practicable and, where circumstances permit, ~~after employees with threesix~~
56 ~~[CP5] or more years of continuous UCF service, employees should be provided~~
57 ~~at least onetwo full semester/terms' notice (or one yearsixteen week's notice~~
58 ~~[CP6] for employees with an assignment greater than an academic year);~~
59 ~~whichever is greater. †Those in their first six years of continuous University~~
60 ~~service, the remainder of a semester or term, or six weeks, whichever is~~
61 ~~greater, with less service, with at least one full semester's notice (or six~~
62 ~~months' notice for employees with an assignment greater than an academic~~
63 ~~year).~~ Formal written notice of layoff is to be sent via email or by certified
64 mail, return receipt requested, or delivered in person to the employee with
65 written documentation of receipt obtained. The notice shall include effective
66 date of layoff; reason for layoff; ~~reason for shortened period of notification, if~~
67 ~~applicable~~ [CP7]; a statement of appeal/grievance rights and applicable dates
68 for filing; and information on how to access the University Vacancy Listing.
69 The University shall copy the local UFF Chapter as well as the UFF state
70 office on the layoff notice provided to the employee. The UFF may request a
71 consultation with the president or president's representatives pursuant to
72 Article 2 to discuss the noticed layoff.

73

74

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

81

82 **13.5 Re-employment/Recall.**

83 (a) For ~~two~~ one years (365 days) [CP8] following layoff, an employee who has
84 been laid off and who is not otherwise employed in an equivalent full-time
85 position shall be offered re-employment in the same or similar position at the
86 University should an opportunity for such re-employment arise. ~~If an~~
87 ~~employee is laid off from a multi-year appointment, the employee shall be~~
88 ~~eligible for re-employment in the same or similar position at UCF, should such~~
89 ~~a position become available within one year following the layoff or before the~~
90 ~~expiration date of the employee's last employment agreement, whichever is~~
91 ~~shorter. Employees appointed to a multi-year appointment who are recalled~~
92 ~~shall be offered re-employment not to exceed the time remaining on their~~
93 ~~employment agreement at the time of layoff~~ [CP9]. Any offer of re-employment
94 pursuant to this section must be accepted within ~~fifteen~~ fourteen [CP10] days
95 after the date of the offer and shall take effect no later than the beginning of

96 the semester following the date the offer was made. If an employee rejects an
97 offer of re-employment, the employee shall receive no further consideration
98 pursuant to this Article. ~~The University shall notify the local UFF chapter when~~
99 ~~an offer of re-employment is issued to a laid-off employee.~~^[CP11]

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

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

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

109
110 **13.6 Limitations.** The provisions of ~~Sections 13.2 through 13.5 of this~~
111 ~~Agreement Article~~ shall not apply to employees who are funded by auxiliary
112 or C&G funding (soft money), who have visiting or provisional status, or who
113 have a multi-year agreement. these employees described in Sections 12.2(b)
114 and in 8.5(c).^[CP12]