

**Article X**  
**Layoff and Recall Procedures**

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or schools/colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. No recommendation for program discontinuance or substantial curtailment shall be made to the Board of Governors without prior consultation with the affected unit and appropriate academic councils of the school/college/division and of the University, each of which shall be given the opportunity to submit written advisory reports and recommendations. In such cases the following language shall apply.

The University President, or his/her designee, shall call a meeting between representatives of the Administration and of the Association to discuss potential solutions to problems that may arise because of a need to make such reductions in personnel.

In case of impending reductions in a unit which would require the layoff of bargaining-unit members, the President or his/her designee shall appoint a committee according to the following procedures: N members shall be appointed by the President or his/her designee and N members from a slate of nominees furnished by the Academic Senate which shall advise the President or his/her designee on the possible placement of the affected bargaining-unit members in other units within the University. The slate shall contain two names for every person so appointed. There shall also be one Association-appointed nonvoting representative to the committee.

If a bargaining-unit member holding tenure or employment security status, a unit, and the President or his/her designee agree that placement in that unit would be facilitated for the bargaining-unit member by a reasonable period of training available at the University or elsewhere, the bargaining-unit member shall be granted a training leave at full pay for a period not to exceed one year. After such training the bargaining-unit member shall be reassigned to that unit.

A member of the bargaining unit about to be placed on layoff status shall be given *preference* in filling other vacant positions in the bargaining unit in the University for which s/he is qualified.

A bargaining-unit member may waive the seniority rights that protect him/her from layoff, those rights reverting to the most senior bargaining-unit member in the unit who has been notified that s/he will be laid off.

If the most senior bargaining-unit member on layoff notice refuses these rights in writing, these rights will then be given to the next most senior bargaining-unit member in the unit on layoff notice. This procedure will be repeated until these rights have been offered to the most junior member on layoff status. Those who are laid off by such arrangements shall retain all rights under this Article.

Layoffs and recalls shall be made from among bargaining-unit members in the affected units, departments, programs or schools/colleges consistent with the educational goals and program specialties of the affected departments, programs, schools/colleges or units in the following order:

**A. Faculty Layoffs**

1. Normally, part-time faculty will be laid off first followed by lecturers. In unusual circumstances when special experience is essential to the unit, a full-time or fractional-time faculty member may be laid off, while the part-time faculty member is retained. If the budgetary constraints prove it impossible to staff the range of courses with the full-time and/or fractional-time faculty, then the full-time and fractional-time faculty may be offered the opportunity to teach the courses on an

overload basis without additional compensation rather than to use part-time faculty during the academic year.

2. Additional faculty layoffs shall occur in the following order: (a) non-tenure-track faculty by rank and (within rank) by length of service at the University, (b) untenured faculty on tenure track by rank and (within rank) by length of service at the University, (c) tenured faculty by rank and (within rank) by length of service at the University. For purposes of this paragraph, untenured lecturers and senior lecturers with more than seven years service shall be treated as tenured faculty.

## **B. Academic-Staff Layoffs**

Academic-Staff layoffs shall occur by classification on a University-wide basis and in the following order: (a) part-time, (b) academic staff (renewal contract) by classification level and (within level) by length of service at the University, (c) other non-tenure-track positions and untenured positions on tenure track and other non-ESS and non-employment security status on ESS track by classification level and (within level) by length of service at the University, (d) academic staff holding tenure or employment security status by classification level and (within level) by length of service at the University.

## **C. Notice**

Notice of layoff shall occur as follows:

1. Non tenured or non-employment security status bargaining-unit members who are laid off during the terms of their contracts shall receive six months' notice if the term contract expiration date is less than twelve months away and shall receive twelve months' notice if the term contract expiration date is more than twelve months away.
2. Persons holding tenure or employment security status who are to be laid off shall receive eighteen months' notice.
3. A bargaining-unit member holding tenure or employment security status who has been issued a layoff notice may choose to resign and accept severance pay in lieu of eighteen months' service.

The severance pay will be equal to the salary the bargaining-unit member would have received from date of resignation to the effective date of layoff, calculated at the bargaining-unit member's salary rate at the time of resignation. The maximum severance pay is equal to one and one-half years' salary (nine-month or twelve-month base, as appropriate).

For faculty members this option must be exercised so that the effective date of resignation coincides with the end of an academic term unless another date is mutually agreed to.

Recall rights under this provision are forfeited.

## **D. Continuation of Insurance upon Layoff**

1. A laid-off bargaining-unit member who has six months or more of service shall be eligible to continue currently elected group life, and accidental death and dismemberment coverage with the same University subsidy as extended to active bargaining-unit members for one hundred and eighty days beyond the end of the month in which the bargaining-unit member was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off employee is reemployed elsewhere. Medical and dental coverage may be elected in accordance with federal law.

2. In order to qualify for the coverage described in section D.1, the laid-off bargaining-unit member shall request desired insurance coverage (in writing) not later than thirty-one days after the end of the month in which s/he is laid off. Such bargaining-unit members shall be invoiced monthly for their share of the premium.
3. A bargaining-unit member holding tenure or employment security status who is issued a layoff notice and whose age is fifty-five or greater at the time of layoff may elect retirement. In such cases the Voluntary Early Retirement provision (Article XII, Sections I and D.7) remains unchanged except for the age eligibility requirement, the declaration-date requirement and, for faculty, the half-time work requirement.

Recall rights under this provision shall be forfeited.

#### **E. Recall**

Recall shall be in the following order:

1. Bargaining-unit members who have tenure or employment security status shall have recall rights for two years for an available position in the bargaining unit in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position in the bargaining unit if the University is provided information on an annual basis that a previously laid-off employee is available and if that laid-off employee is qualified for that position.
2. Bargaining-unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available position in the bargaining unit in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.