

1125 receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter,  
1126 the President or representative shall provide such statement within twenty (20) days following receipt of  
1127 such request. All such notices and statements are to be sent by certified mail, return receipt requested,  
1128 or delivered in person to the employee with written documentation of receipt obtained. The parties  
1129 recognize non-reappointment is not a disciplinary action. Non-reappointment shall not be used as any  
1130 form of disciplinary action.  
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1132 12.3 Grievability. The decision to not reappoint is not grievable except, an employee who receives  
1133 written notice of non-reappointment may, according to Article 20 Grievance Procedure and Arbitration,  
1134 contest the decision because of an alleged violation of a specific term of the Agreement or because of an  
1135 alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30)  
1136 days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section E above  
1137 or receipt of the notice of non-reappointment if no statement is requested.  
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1139 12.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon  
1140 adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum  
1141 offerings or requirements, reorganization of academic or administrative structures, programs, or functions,  
1142 and/or curtailment or abolition of one or more programs or functions, the University shall take the  
1143 following actions:

1144 A. Make a reasonable effort to locate appropriate alternative or equivalent employment  
1145 within the University; and

1146 B. Offer such employee, who is not otherwise employed in an equivalent full-time position,  
1147 re-employment in the same or similar position at the University for a period of two years following the  
1148 initial notice of nonreappointment, should an opportunity for such re-employment arise. For this purpose,  
1149 it shall be the employee's responsibility to keep the University advised of the employee's current  
1150 address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days  
1151 after the date of the offer, such acceptance to take effect not later than the beginning of the semester  
1152 immediately following the date the offer was made. In the event such offer of re-employment is not  
1153 accepted, the employee shall receive no further consideration pursuant to this Article.  
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1155 12.5 Resignation. An employee who wishes to resign has the professional obligation, when possible, to  
1156 provide the University with at least one semester's notice. Upon resignation, all consideration for tenure  
1157 and reappointment shall cease.  
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1159 12.6 Notice Document. Notice of appointment and non-reappointment shall not be contained in the  
1160 same document.  
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### 1163 **Article 13 Layoff and Recall**

1164 13.1 Layoff.

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1166 A. Layoff. When a layoff is to occur as a result of adverse financial circumstances;  
1167 reallocation of resources; reorganization of degree or curriculum offerings or  
1168 requirements; reorganization of academic or administrative structures, programs, or  
1169 functions; or curtailment or abolition of one or more programs or functions; the  
1170 University shall notify the local UFF Chapter and the UFF state office no less than  
1171 thirty (30) days prior to taking such action. UFF may request a consultation with the  
1172 President or representative pursuant to Article 2.1 during this period to discuss the  
1173 layoff.  
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1175 B. Layoff Unit. The layoff unit may be at an organizational level of the University, such as  
1176 a campus, division, college/unit, school, department/unit, area, program, or other level  
1177 of organization as the University deems appropriate.  
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1180 13.2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined  
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- A. No tenured employee shall be laid off if there are employees who do not have tenure in the layoff unit.
  - B. No employee who does not have tenure in the layoff unit with more than ~~five (5)~~ten (10) years of continuous University service shall be laid off if there are any such employees with ~~five (5)~~ten (10) years or less service.
  - C. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the University.
  - D. The provisions of Article 13.2(A) and (B) above will apply unless the University determines that an Affirmative Action Program has been so affected, the University shall notify UFF in writing.
  - E. Where employees are equally qualified under (A) or (B) above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the University. In making such judgment, the University shall carefully consider employees' 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 the employee's academic training, professional reputation, teaching effectiveness, research record of quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.
  - F. No tenured employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.
  - G. The University shall notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2.1.

1211 13.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to assist the  
1212 employee in locating appropriate alternate or equivalent employment for laid-off employees within the  
1213 University.

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1215 13.4 Notice. Employees should be informed of layoff as soon as practicable and, where circumstances  
1216 permit, employees with three or more years of continuous University service should be provided at least  
1217 one (1) year's notice; those with less service with at least six (6) months' notice. Employees who have  
1218 received notice of layoff shall be afforded the recall rights granted under Article 13.3 above and 13.5  
1219 below. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered  
1220 in person to the employee with written documentation of receipt obtained. The notice shall include  
1221 effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a  
1222 statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and  
1223 a statement that the employee is eligible for consideration for retraining under the provision of Article 22.4,  
1224 for a period of two years following layoff.

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1226 13.5 Re-employment/Recall.

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- A. For a period of two years following layoff or for employees appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the University should an opportunity for such re-employment arise. It shall be the employee's responsibility to keep the University advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately