

29.5 Costs. All copies of materials and access to materials discussed in this article shall be provided without cost.

### **ARTICLE 30 LAYOFF AND RECALL**

#### 30.1 Layoff.

(a) 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 (1) or more programs or functions; the University shall notify UFF no less than thirty (30) days prior to taking such action.

(b) Layoff Unit. The layoff unit may be at an organizational level of the university, such as a college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate.

#### 30.2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined as follows:

(a) No tenured or permanent status employee shall be laid off if there are non-tenured or non-permanent status employees in the layoff unit.

(b) No employee in a non-tenured or non-permanent status position in the layoff unit with more than five (5) years of continuous university service shall be laid off if there are any such employees with five (5) 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 30.2(a) and (b) will apply unless the University determines an Affirmative Action employment program will be adversely affected. When 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, best will contribute to the institutional mission and purpose. In making such judgment, the University shall carefully consider employees' length of continuous university service, and 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 or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

(f) No tenured or permanent status 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 UFF 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.

30.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees and shall share the results of the effort with the person affected.

30.4 Notice. Employees should be informed of layoff as soon as practicable and, where circumstances permit, employees with three (3) or more years of continuous university service should be provided at least one (1) year's notice; those with less service with at least six (6) months' notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Section 30.5. Formal written notice of layoff is to be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and a statement that the employee is eligible for consideration for retraining for a period of two (2) years following layoff.

30.5 Re-employment/Recall.

(a) For a period of two (2) years following layoff, 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. If such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. The University shall notify UFF of the opportunity for such re-employment and when an offer of re-employment is issued.

(b) An employee who held a tenured or permanent status appointment on the date of termination by reason of layoff shall resume the tenured or permanent status appointment upon recall.

(c) The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

(d) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days

following the layoff.

30.6 Limitations. The provisions of Section 30.2 through 30.5 of this Agreement shall not apply to employees:

- (a) On "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds;
- (b) On fixed multi-year appointments;
- (c) On visiting appointments;
- (d) Who have received notice of non-reappointment; or
- (e) Who are appointed for less than one (1) academic year.

### **ARTICLE 31 TOTALITY OF AGREEMENT**

31.1 Limitation.

(a) The University and UFF acknowledge that during the negotiations that resulted in the Agreement, the University and UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.

(b) The University and UFF further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 Obligation to Bargain Changes. During the term of this Agreement, the University and UFF agree that neither party shall be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. Notwithstanding these limitations, if the University seeks to change a term or condition of employment for faculty, the University shall be obligated to bargain the impact of such change.

### **ARTICLE 32 SEVERABILITY**

32.1 Invalidation of a Provision of this Agreement.

- (a) A provision of this Agreement shall be invalid and have no force or effect, if it:
  - (1) Is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or
  - (2) Is rendered invalid by reason of any subsequently enacted legislation, or