

(f) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section 12.2 who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the president or representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

**12.3 Grievability.** An employee who receives written notice of non-reappointment may, according to Article 20, contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30) calendar days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section 12.2(f), or receipt of the notice of non-reappointment if no statement is requested.

**12.4 Non-Reappointment Considerations.** If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the University shall take the following actions:

(a) Make a reasonable effort to locate appropriate alternative or equivalent employment within the University.

(b) If that effort is not successful, the employee shall have recall rights as set forth in Article 13.

**12.5 Resignation.** An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, one full semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

## **Article 13 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 13**

#### ***LAYOFF AND RECALL***

##### **13.1 Layoff Notification.**

(a) Layoff. 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 or more programs or functions; the University shall notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the president or president's representatives pursuant to Article 2 during this period to discuss the layoff.

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

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

(a) No tenured employee shall be laid off if there are non-tenured employees in the layoff unit. No non-tenured but tenure-earning employees shall be laid off if there are non-tenured, non-tenure earning employees in the layoff unit.

(b) No employee in a non-tenured 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) 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, including its commitment to diversity. 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 or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

(e) 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.

(f) The University shall notify the 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.

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

**13.4 Notice.** Employees should be informed of layoff as soon as practicable and, where circumstances permit, employees with three or more years of continuous UCF service should be provided at least two (2) full semesters notice (or one year's notice for employees with an assignment greater than an academic year); those with less service, with at least one full semester's notice (or six (6) months' notice for employees with an assignment greater than an academic year). Employees who have received notice of layoff shall be afforded the recall rights granted under Section 13.5. Formal written notice of layoff is to be sent by 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; the expiration of recall rights; a statement of appeal/grievance rights and applicable dates for filing; and a statement that the employee is encouraged to view the University Vacancy listing and instructions on how to access it.

**13.5 Re-employment/Recall.**

(a) For two 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. If an employee is laid off from a multi-year appointment, the employee shall be eligible for re-employment in the same or similar position at UCF, should such a position become available within one year following the layoff or before the expiration date of the employee's last employment agreement, whichever is shorter. Employees appointed to a multi-year appointment who are recalled shall be offered re-employment not to exceed the time remaining on their employment agreement at the time of layoff. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer and shall take effect no later than the beginning of the semester following the date the offer was made. If an employee rejects an offer of re-employment, the employee shall receive no further consideration pursuant to this Article. The University shall notify the local UFF chapter when an offer of re-employment is issued to a laid-off employee.

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

(c) Upon recall or reemployment, under this section, the employee shall receive the same credit for years of service 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.

**13.6 Limitations.** The provisions of Sections 13.2 through 13.5 of this Agreement shall not apply to those employees described in Sections 12.2(a-d) and in 8.5(c).

## **Article 14 (TA 2-22-2013)**

### **ARTICLE 14**

#### ***PROMOTION PROCEDURE***

**14.1 Policy.** Promotion decisions are not merely a totaling of an employee's annual performance evaluations. Rather, the University, through its faculty, professional employees, and administrators, assesses the employee's potential for growth and scholarly contribution as well as past meritorious performance.

**14.2 Cumulative Progress Evaluations.**

(a) Beginning with the second year of employment, Assistant Professors eligible for consideration for promotion to Associate Professor shall be apprised of their progress toward promotion. For example, employees hired Fall 2012 or Spring 2013 will receive their first cumulative progress evaluation in Spring 2014. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in previous discussions with the evaluator.