

## CBA ARTICLE 13

### 13.1 Layoff Notification

“When a layoff is to occur...the University shall notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action.”

What is “such action”?

1. Discussion of Layoffs
2. Layoff Decision
3. Notice to Employee=University interpretation.

### 13.3 Alternative/Equivalent Employment

“The University shall make a reasonable effort to locate alternate or equivalent employment for **laid-off employees** within the University and to make known the results of the effort to the person affected.”

What is “alternative/equivalent employment”?

1. Same rank?
2. Same tenure status?
3. Employee class? [faculty/A&P/USPS]
4. Budget entity? [E&G, C&G, Auxiliary, etc.]
5. 9 or 12 month position?
6. Same or similar discipline—how close?
7. Same salary?
8. Same college?
9. Same campus?
10. Online?
11. Unit Status?
12. Teachout?

When does University obligation to inform start and end?

1. Literal reading—“laid-off” employee is one whose employment has ceased.
2. No end date for providing results of effort to 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 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**.”

### 13.5 Re-employment/Recall

“For two years following **layoff**, an employee who has been **laid off** [terminated, no longer employed] **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.”

When do re-employment/recall rights begin?

1. 13.4 says recall rights begin when employee receives notice of layoff.
2. 13.5 says recall begins **after** layoff **and** to employees who are not employed in a full-time equivalent position.
3. Employees who are still employed, either working out their notice period or completing a teach-out, are not **laid off**. They still occupy a full time equivalent position.
4. Read literally, 13.4 and 13.5 conflict. How to reconcile?

How do we determine what is a “same or similar” position and how does that differ from “alternate or equivalent”?

1. “Same” would appear to be obvious.
2. “Similar” is more problematic. It could include all the elements listed for “alternate/equivalent” and possibly more.

Perhaps one way of looking at this is to try to determine what right(s) 13.5 is intended to provide/protect.