REGULAR FACULTY REDUCTION IN FORCE

BOT 4.2.15

Date of Last Update:
June 25, 2021

Approved By:

- Board of Trustees

Responsible Office:
Office of General Counsel

POLICY STATEMENT

4.2.15 Reduction in Force

When personnel reductions involving faculty are necessitated by a bona fide financial emergency, the administration will apply the procedures and policies of this section unless it can show clear and sufficient reason why it should not. When personnel reductions involving faculty are necessitated only by demonstrated changing enrollment patterns or discontinuance of a major or minor instructional program or department the following procedures and policies will be applied.

1. Voluntary Options. The following voluntary options must be explored before layoff:

A. Transfer to open or new positions (this may include retraining at university expense).

B. Retirement.

C. Early or phased retirement.

D. Part-time employment.

E. Teaching any two of the three semesters.

F. Approved unpaid leave-of-absence for one year to explore other employment opportunities.

G. Resignation.

2. Internal Transfers. For transfer to open or new positions, the burden of proof must be on the receiving unit for showing cause why the person may not transfer to the unit.

In cases of dispute the Provost/Vice President for Academic Affairs on advice of a faculty committee will decide on the merits of the case. Candidates for internal transfer to open and new positions will be evaluated according to the following criteria listed in order of priority:

A. Appropriate qualifications.

B. Ability to gain appropriate qualifications in a reasonable period of time (usually not more than a year) in the area of an open or new position.

C. Seniority will be used if candidates are judged equal.

3. In order to reduce faculty because of changing enrollment patterns or discontinuance of an instructional program or department the administration must first demonstrate to faculty governance and the Board of Trustees must then declare that such a necessity exists. Issues to be addressed in the demonstration should include the following:

A. Whether the enrollment change is temporary, cyclical, or long range;

B. Whether the unit is able to carry out its mission effectively with the reduction;

C. What the overall cost of the unit to the University is;

D. Whether the unit is unique in the state system;

E. Whether there are other units which depend on the services of the unit under consideration? If so, what impact the reduction will have?

F. Whether the unit is essential to the curriculum of undergraduate general education.

In the case of a condition of changing enrollment patterns, the Provost/Vice President for Academic Affairs will notify the Executive Committee of the Senate (ECS) of his/her perception that such a condition exists and provide a rationale at least 60 days prior to the Board of Trustees meeting at which the recommendation will be made, for the purpose of All University Academic Senate (UAS) review and resolution.

4. In cases of changing enrollment patterns or discontinuance of a major or minor program or department when necessary reductions cannot be effected by the voluntary measures, faculty members with tenure will be given one year's notice of layoff by registered mail, ordinarily by the end of winter semester but no later than June 30.

In cases of bona fide financial emergency an appointee with tenure will be given notice as soon as possible, not less than 12 calendar months notice unless the institution can

show clear and sufficient reason for shorter notice.

The notice must include a rationale for the layoff (Section 4.2.15.5). Upon receipt of such a notice a faculty member must choose one of the three plans and in writing notify the Human Resources Office and appropriate Dean of the choice within 60 days from time of notice, unless the faculty member files a timely grievance alleging violation of this policy in respect to matters of Reduction in Force. In this case, the choice of severance plan A or B can be made only after the grievance is resolved and within 10 days from the time of resolution. Failure to notify the Human Resources Office within these time periods will automatically place the faculty in the third plan (Plan C).

The appropriate Dean will notify the faculty member in writing within l0 days of receipt of the faculty member's choice of severance plan A or B that the choice is acceptable or not. If not acceptable the faculty member may, within 10 days, refer the matter to the Provost/Vice President for Academic Affairs who will make the final decision in consultation with the Provost's Advisory Committee within 10 days of receipt of the referral. It is the intent of the university's severance policy to accept the faculty member's choice if at all possible.

A. Plan A. In the first plan (Plan A) the faculty members would tender letters of resignation effective at the end of the terminal year. In exchange, a faculty member at the end of the terminal year would receive severance pay equal to one-eighteenth (1/18) of their terminal year base salary for each year of service at the University, with a maximum of one year's severance salary, possibly spread over a 24-month period.

Refer to the Plan A table.

B. Plan B. In the second plan (Plan B), the terminal year is waived. The faculty member receives one-seventh (1/7) of the present base salary for each year of service at the University up to a maximum of 1 & 1/2 years' pay. This amount would be spread over a period of time dependent upon length of service to the University according to the following schedule:

Refer to the Plan B table.

C. Plan C. In the third plan (Plan C), faculty members would elect to have layoff status at the end of the terminal year which would entitle them to recall for the same position during the subsequent 24-month period. No severance pay is applicable in this option. (Section 4.2.15.8 for applicable benefits.)

5. When layoffs are necessary, retention will depend on the following factors in order of

priority:

A. Ability to do the remaining work in the assigned area. The following will apply in order of priority:

1. Advanced degree or terminal degree and/or teaching or professional experience in the field of assignment will be considered.

2. Regular faculty will be retained before adjunct or temporary faculty.

3. Tenured faculty will be retained before non-tenured faculty.

4. Faculty with more satisfactory performance evaluations will be retained before faculty with less satisfactory performance evaluations. (See Section 4.2.15.9) However, where general performance equivalency exists, seniority will be the single most important criterion.

B. Seniority (however, the all-university faculty affirmative action ratios, female/male and minority/non-minority, will not decrease below the then present levels through the application of this seniority criteria.)

6. Recall Rights. Faculty on layoff status are entitled to recall for the same position during the subsequent 24-month period. During this 24-month period laid off faculty will be notified of and given an opportunity to apply for open positions, but not for presently filled positions. These faculty members will be given first consideration before any faculty vacancies are filled through external recruitment.

Recall rights are terminated when a faculty member on layoff:

A. Does not reply within l0 calendar days of receipt of a registered letter concerning recall sent to the last known address; or

B. Refuses to be available for an interview, or

C. Refuses to accept an offer of a commensurate faculty position at the University; or

D. Accepts satisfactory employment elsewhere; or

E. Has reached the end of the 24-month layoff period.

7. EAP staff members laid off, who are on leave of absence from faculty status in an academic unit, may exercise rights in the same manner as faculty in that unit.

8. Faculty on layoff will have the option to remain in the group health insurance plan while on layoff status by paying full faculty cost, plus dependent cost if desired.

9. Full-time faculty who presently have tenure and who choose a reduced workload under this section will retain their appointment rights.

10. The declaration by the Board of Trustees of a bona fide financial emergency or condition of changing enrollment patterns is not grievable within the University grievance procedure.

11. A small (3 or 4 members) faculty committee will be appointed jointly by the ECS and the Provost/Vice President for Academic Affairs to provide advice concerning:

A. Areas for reduction by department/program;

B. Transfer/retraining options for faculty;

C. Voluntary options, i.e., retirement, resignations, severance pay;

D. Personnel recommendations from the deans;

E. Financial emergency and changing enrollment patterns declarations.

12. If there is a faculty position opening at the University, the hiring unit, before advertising, must first exhaust the possibilities of transferring current faculty and recalling the University faculty from layoff status. The faculty committee advising the Provost and Vice President for Academic Affairs and the Provost/Vice President will monitor this process.

13. When it is clear that the laid off faculty member desires such assistance, they will be made the focus of an appropriate effort by the University to the extent of resources available (Research and Development Center, Human Resources and Placement Offices) to help that person find suitable employment elsewhere.

14. Tenure shall be considered to reside in the University and not in an individual unit.

15. Seniority is defined as years of service at the University less unpaid leaves of absence. It is determined by the date of hire to a regular faculty appointment in a tenure-track or equivalent position at the University and the total number of years of continuous full-time service at the University. Any years of unpaid leaves of absence shall be subtracted from the total number of years of service.

TABLES

Plan A

Years of Service	Maximum Period of Payment
1-3	6 months
4-6	12 months
7-9	18 months
10+	24 months

Plan B

Years of Service	Maximum Period of Payment
1-3	6 months
4-6	12 months
7-9	18 months
10+	24 months