

BOT Supposal

Article 19

Reduction in Force

Section 19.01 Policy Statement. The Board and the Association agree that the first duty of the University is to ensure that its academic functioning remains paramount, particularly with regard to the quality of instruction, research, service, and the preservation of academic freedom. The declaration of financial exigency is the most drastic action the University can take to preserve its role, scope, and mission. Owing to the seriousness of financial exigency, the Faculty and the Board must be involved jointly in the process to salvage the institution.

Section 19.02 Layoff for Financial Exigency.

- a. Except as otherwise provided in this Agreement, Faculty may be laid off only as a result of a bona fide financial exigency declared by the Board of Trustees in accordance with SIUC Board of Trustees 2 *Policies C.1.e-i* as it exists on July 1, 2011. This Article provides the process for such a layoff.
- b. Faculty shall not be laid off until all other workable cost saving measures (including but not limited to reductions in non-essential services, hiring freezes, suspension of new initiatives, etc.) are determined insufficient to mitigate the crisis.

Section 19.03. Definition A financial exigency means that the financial position of the University as a whole, demonstrated by competent evidence, is such that the financial resources of the university, including all funding sources (specifically recognizing that all funds are not equally transferable for all uses), are insufficient to support existing academic programs to the extent that the university is unable to finance the full compensation of both all tenured faculty and all other faculty until the end of their appointment, including timely and proper notice. The discretionary re-directing of resources away from SIUC to another part of the SIU system by the Board of Trustees does not provide grounds for declaring financial exigency.

Comment [DN1]: Texas Tech definition

Section 19.04 Notice to Association. When financial concerns at SIUC are severe enough that a state of financial exigency leading to layoff may exist, the Chancellor (or designee) will conduct discussions with constituency groups and the Association as well as solicit campus-wide input regarding possible cost saving measures to address the potential financial exigency. If the Board subsequently declares a financial exigency and determines that it is necessary to lay off a Faculty member(s) in accordance with this Article, the Board shall promptly notify the Association in writing of the proposed reduction in force. Such notice shall be at least forty-five (45) days before the proposed implementation of the reduction in force. If the Association wishes to bargain over the proposal, it shall serve written notice upon the Board of such demand within ten (10) calendar days of receipt of the Board's written notice.

Section 19.05 Layoff Procedures. The Board shall carry out the actual layoffs of Faculty in accordance with the following minimum requirements.

- a. If financial exigency is determined to exist by the Board of Trustees, the University shall identify the programs from which layoffs are to be made. The programs selected for layoffs (in accordance with the procedures below) belong to "basic academic units" as defined in Article 9. For the purposes of this Article, the Library shall be regarded as a "basic academic unit." The basic academic units housing the programs selected for layoffs shall be notified in writing of their selection, and all the provisions of Sections 9.01 through 9.04 shall apply in reviewing the selected programs.
- b. When the program review(s) has (have) been completed in accordance with Section 9.01 through 9.04, in order to preserve the academic mission of the University, retention of Faculty shall be a priority.

(1) The layoffs within a basic academic unit shall proceed in the order listed below:

- i. Untenured Faculty;
- ii. Tenured Faculty.

(2) If the program review in accordance with Article 9 has shown that Faculty lines may be reduced, but that the program as a whole is not to be abolished, the right to be retained within the basic academic unit shall be ranked from greatest right to least right, as follows:

- i. those with a greater length of full-time service at the University, including approved leaves;
- ii. those with a greater length of full-time service in the department, including approved leaves;
- iii. those with more extensive educational qualifications, professional training, and professional experience.

Section 19.06 Administrator Entering Bargaining Unit. No tenured Faculty member shall be laid off for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

Section 19.07. Notice. Faculty shall be given employment for at least one academic term beyond the academic term in which he/she is given the notice of layoff. The notice requirements

Comment [DN2]: The University would agree to modify this to one academic year if the FA agrees with the remainder of this Article.

shall not apply in cases of extreme and immediate financial exigency. . For purposes of this Section, "academic term" shall mean a semester, including summer semester, and any intersession period during which classes are offered.

Section 19.08. Review of Layoff.

- a. Prior to the effective date of the layoff of any Faculty member, the University and the Board shall review the possibility of:

- (1) an assignment with duties in more than one unit;
- (2) transfer to another unit or position, including part-time employment;

A copy of the review shall be sent to the Faculty member and the President of the Association. Nothing in this article shall be a contravention of University policy.

- b. Prior to the effective date of her/his reduction in force, a Faculty member given notice of a layoff may request a meeting with the Dean to establish:

- (1) the written description of the Faculty member's position at the time she/he was given notice of the layoff;
- (2) the areas of University employment for which the Faculty member is qualified on the basis of training or experience.

Section 19.09. Recall.

- a. The University shall maintain a list of Faculty members who are laid off for a period of three years after the layoff. If a Faculty member's position at the time she/he was given notice of layoff is reinstated during such period, the employee shall be sent notice of that fact at the Faculty member's last known address and offered re-employment. It shall be the Faculty member's responsibility to keep the University advised of the Faculty member's current address. An offer made pursuant to this section must be accepted within thirty (30) calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.
- b. During the three-year period specified in this Section, a laid-off employee has the right to apply for employment at the University for which he/she may be qualified. The University shall provide access to the University Placement Services (if one exists at the time) for assistance in locating other employment.

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- c. An employee who held a tenured position on the date of the layoff shall resume tenure if the position is reinstated and an offer of re-employment in that position is accepted. For purposes of tenure and promotion, the research/creative activities conducted during the recall period may be included by the Faculty member for consideration in tenure and promotion applications if they so choose. The tenure clock will stop at the time of layoff and will resume upon recall.
- d. An Faculty member who has been laid off and who accepts re-employment in a bargaining unit position at the University shall, upon re-employment, be credited with any sick leave which the Faculty member had accrued as of the effective date of layoff, and with any vacation leave which the Faculty member had accrued as of the effective date of layoff and for which the Faculty member has not received payment. The salary of a laid-off employee who resumes employment in a bargaining unit position at the University shall be adjusted to reflect non-discretionary increases to which the employee would have been entitled if not laid off.

Section 19.10. Insurance/SURS. A Faculty member who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

Section 19.11. Grievance. A Faculty member may grieve alleged violation of any procedure of this Article resulting in his/her layoff in accordance with Article 6 of this Agreement.

*** highlighted language reflects language in which the parties agree.