ARTICLE 25
LAYOFF AND RECALL

25.§1  PREAMBLE. Western and the AAUP recognize that a diverse and multifaceted professionally-qualified faculty represent a major asset. Western reaffirms its concern for the lives and careers of its faculty and its students. It agrees to this article to provide for a fair and orderly procedure for layoff of faculty should such occur. The Chapter acknowledges that layoffs may be effected under the procedures called for in this article. Western and the Chapter agree that layoff of faculty is a very serious step for a University to take.

25.§2  DEFINITION. Layoff shall be defined as the cessation of the active employment of any appointment.

25.§2.1  Layoff may take place in the following circumstances:

25.§2.1.1  When Western deems it prudent and appropriate to curtail, modify or eliminate programs, services, offerings, or courses of instruction; or

25.§2.1.2  When a *bona fide* financial crisis exists.

25.§2.2  Laid-off persons have certain specific rights: these rights are specified in this article and are different from the rights of active employees, employees on leave, and employees who are terminated.

25.§2.3  Leaves of absence, the termination of faculty members on temporary and term appointments when those appointments expire, the termination of faculty members on probationary tenure-track appointments for reasons of inadequate performance, and the dismissal of any faculty member for cause constitute examples (not all-inclusive) of the termination, cessation, or interruption of active employment for reasons other than layoff that are not subject to the provisions of this article.

25.§3  ORDER OF LAYOFF. After Western has given the sixty- (60) day notice referred to in 25.§4.1 of this article, the Chapter and the affected departments or similar units shall have an opportunity to recommend alternatives to such anticipated action, and, if a financial crisis layoff is anticipated, Western agrees to consult with the Chapter, upon request, during the 60-day period, regarding the financial crisis. Western agrees to give serious consideration to recommendations of alternatives. Alternatives to layoff of individual faculty members may include, but are not limited to: early retirement per Article 35, Retirement, or reduced load per Article 35.§5; reassignment of faculty, not limited to reassignment of specific individuals subject to layoff; alternate academic-year appointments; extended university courses up to a full workload; and shared load in another program.

25.§3.1  Consistent with the operating needs of the level of organization of the University deemed appropriate by Western for layoff, Western, after such consultation as is provided for herein, shall lay off employees holding the positions subject to layoff at such level of organization. The decision of Western to implement layoff and the determination of the level of organization at which layoff will take place shall be ratified by the Board of
Trustees prior to the issuing of layoff notices to individual faculty members. Layoffs shall be in the following order, subject to the ability of those remaining faculty members, if any, to adequately perform all remaining work responsibilities assigned to that college, department, unit, program, area of other level or organization:

25.§3.1.1 Faculty members on part-time temporary appointment and other non-bargaining unit faculty (excluding chairpersons) and graduate assistants;

25.§3.1.2 Bargaining unit faculty members on proportional term appointment;

25.§3.1.3 Bargaining unit faculty members on term appointment.

25.§3.1.4 Bargaining unit faculty specialists on tenure track appointment in inverse order of continuous service with the University.

25.§3.1.5 Tenured bargaining unit faculty specialists in inverse order of continuous service with the University.

25.§3.1.6 Non-tenured bargaining unit traditionally ranked faculty members on tenure-track appointment in inverse order of continuous service with the University.

25.§3.1.7 Tenured bargaining unit traditionally ranked faculty members in inverse order of continuous service with the University.

25.§3.1.8 When two or more faculty specialists in 25.§3.1.4 or 25.§3.1.5 above have the same length of continuous service, the faculty member with the lesser rank shall be first to be laid off.

25.§3.1.9 When two or more faculty specialists in 25.§3.1.4 or 25.§3.1.5 above have the same length of continuous service and the same rank, the department chairperson or similar officer shall determine which shall be the first to be laid off based on the operating needs of the department or similar unit. This decision shall not be grievable.

25.§3.1.10 When two or more traditionally ranked faculty in 25.§3.1.6 or 25.§3.1.7 above have the same length of continuous service, the faculty member with the lesser rank shall be first to be laid off.

25.§3.1.11 When two or more traditionally ranked faculty in 25.§3.1.6 or 25.§3.1.7 above have the same length of continuous service and the same rank, the department chairperson or similar officer shall determine which shall be the first to be laid off based on the operating needs of the department or similar unit. This decision shall not be grievable.
For purposes of determining continuous service of employees, prior service at the University in a professional/administrative category or on a full- or part-time temporary, term, term/temporary, grant/contract or tenure-track faculty appointment, without interruption of employment, shall be counted.

In the case of a potential layoff of a bargaining unit faculty member serving in a position at a level of organization below the level of an academic department or comparable unit (hereinafter "academic department") who has seniority in the academic department (as determined by application of 25.§3.1 and 25.§3.2 to the academic department), the procedure is to be as follows:

Western shall give consideration to the retention of such faculty member in such academic department. Such consideration shall consist of the judgment of Western with respect to the present ability of such faculty member to perform the required professional obligations of a position remaining in the academic department after the layoff(s). Upon timely request by the department, made during the 60-day notice period, Western shall consult with the department or similar academic unit during the 60-day notice period regarding the retention of such faculty members in the academic department.

With due regard for the operating needs of the academic department, the criteria for consideration for retention pursuant to 25.§3.3, as appropriate, may include, but shall not be limited to, demonstrated mastery of subject matter, teaching experience, professional experience, research, and University service.

If Western, pursuant to the provisions of 25.§3.3, makes a determination in favor of the retention of a faculty member having seniority, the following procedure shall apply: where practical, the most junior faculty member in the department performing a professional obligation which, in the judgment of Western, a faculty member having seniority has the present ability to perform shall be subject to layoff.

Review in the grievance procedure of the provisions of 25.§3.3 shall be limited to the procedural issue of whether consideration for retention was given. Such issue may be processed as a Type B grievance through Step Two only.

NOTICE.

Following the decision respecting the level of organization of the University appropriate for layoff, and prior to the issuance of individual layoff notices, Western shall inform, in writing, the Chapter, the college, the department or other unit, and the faculty members likely to be affected, of the level of organization at which layoff will occur and of the reason(s) for the layoff(s). Such notification shall be provided at least 60 calendar days prior to the issuance of layoff notices to individual faculty members.
25.§4.1.1 After the 60-day Notice, upon request, Western shall consult with the Chapter, the affected unit(s), and faculty members regarding the layoff(s) and provide them with all available data relating to such layoff(s).

25.§4.2 Individual Notice. Western will issue written layoff notices to those faculty members subject to layoff in advance of the effective date of their layoffs. Where circumstances permit, the following notice shall be provided:

25.§4.2.1 For faculty members on a term appointment: at least sixty (60) calendar days notice if the effective date of layoff occurs within the term of their appointment.

25.§4.2.2 For non-tenured faculty with three (3) years of service or less on a tenure-track appointment: at least four (4) months notice of layoff.

25.§4.2.3 For tenured faculty and faculty members on a tenure-track appointment with more than three (3) years of service: at least twelve (12) months notice of layoff.

25.§4.3 Certified Notice. Notice of layoff shall be sent by certified mail and shall contain a statement of the reasons for layoff. If notice of layoff is less than the notice provided for in 25.§4.2, the reasons for the shorter notice shall also be provided. A copy of the notice shall be sent to the Chapter.

25.§4.3.1 When circumstances do not permit layoff notice as specified above, the faculty member shall receive pay in lieu of notice for the time remaining in the layoff notice period had notice been given as specified above.

25.§5 SPECIAL CONSIDERATION

25.§5.1 Principle. Prior to the effective date of layoff and for a period of two (2) years following the effective date of layoff and three (3) years in the case of laid-off faculty who held tenure at the time of layoff, Western shall give special consideration for placement within the bargaining unit at the University to a faculty member who has been notified of pending layoff, or who has been laid off, provided that a suitable vacant position is available for which Western deems the faculty member qualified.

25.§5.2 Procedure. The procedure for special consideration shall be as follows:

25.§5.2.1 Western will periodically notify each faculty member who is entitled to special consideration as provided in this section of vacant bargaining unit faculty positions. To facilitate communication concerning this notification of vacancies, it shall be the faculty member's responsibility to ensure that the Office of the Provost and Human Resources office records reflect the faculty member's current address. Western's obligation to notify of vacancies under this provision shall be satisfied by sending a certified letter to the last address of record.
25.§5.2.2 A faculty member entitled to special consideration shall have the right to apply for any vacant bargaining unit faculty position for which the faculty member believes himself/herself to be qualified.

25.§5.2.3 Special consideration shall be defined as meaning that applications submitted by faculty members entitled to special consideration will be acted upon before applications submitted by other persons. To obtain such action, a faculty member must submit the application in a timely manner and must specify in the application that the application is being submitted in accordance with the special consideration procedure.

25.§5.2.4 Review in the grievance procedure of the provisions of 25.§5.1 and 25.§5.2 shall be limited to the procedural issues of: (1) whether notice of vacancies was given as provided; and (2) whether "special consideration" was given. Issue (2) may be processed as a Type B grievance through Step Two only.

25.§5.2.5 A faculty member who is hired under the special consideration procedure shall be hired with the salary, rank and appointment type of the vacant position for which he/she applied. This will not necessarily be the same salary, rank and appointment type previously held by the faculty member.

25.§5.2.6 In addition to the above, a faculty member who has been notified of pending layoff, or a faculty member who has been laid off, may apply for any vacant position in the University for which he/she considers himself/herself qualified and will be considered for the position by Western on the same basis as any internal applicant for a vacant position. If the faculty member is hired, the salary and other terms of employment shall be those of the vacant position, which will probably differ from those of the previous position.

25.§5.2.7 A faculty member who accepts employment under this section shall have no further rights under this section, but shall retain any rights he/she would otherwise have under 25.§6 following.

25.§6 RECALL.

25.§6.1 Process. Recall offers pursuant to this section shall be made to eligible persons in inverse order of layoff.

25.§6.1.1 Western shall not add full-time faculty members in a department or similar unit in which a layoff is effective until such time as all persons eligible for recall in that department or similar unit have been offered such a recall, subject to the ability of those eligible for recall to adequately perform the teaching and other work responsibilities assigned to the department or similar unit.
For a period of two (2) years following layoff and three (3) years in the case of laid-off faculty who held tenure at the time of layoff, a faculty member removed as a result of layoff shall be recalled to the same position from which he/she was laid off should an opportunity for such recall arise. This offer shall be made prior to any announcement or notice of a vacancy. The term "same position" shall mean a position in the same department or unit equivalent in its content, duties, responsibilities, requirements, and obligations to that held by the employee at the time of layoff.

To facilitate communication concerning recall, it shall be the faculty member's responsibility to ensure that the Office of the Provost and Human Resources office records reflect the faculty member's current address. Western's obligation to recall a laid-off person shall be satisfied by sending a certified letter to the last address of record.

Any such recall offer must be accepted within thirty (30) working days of the date the offer is sent, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such recall offer is not accepted within said thirty (30) days, the faculty member shall be deemed to have refused recall and to have no further rights arising out of past employment at the University.

In the event a recall offer under 25.§6 is accepted, the faculty member, upon commencement of active employment, shall receive the following benefits:

Incremented base salary as if employment had been continuous.

The same rank and appointment status held before layoff.

The same continuous service (seniority) for purposes of layoff as held on the date of layoff.

Years of service for promotion and tenure decisions as held upon date of layoff.

Sick-leave accruals as held on the date of layoff.

A person on layoff status whose recall rights as provided herein have not expired, shall have the right: (1) to purchase, through Western, insurance coverage identical to that offered other bargaining unit faculty at group rates, but with the full cost paid by the laid-off person; and (2) to file timely grievances in accordance with the provisions of this Agreement.
25.§7.3  *On Notification.* On an annual basis, Western will provide the Chapter with a list of faculty members to whom the provisions of this section apply. The Chapter shall be provided with a copy of any recall offers made pursuant to provisions of this section.

25.§8  **GRIEVANCES.** Review in the grievance procedure of the provisions of this article shall be limited to issues of whether contractual procedures have been followed. The decision of Western to implement layoff and its determination of the level of organization at which layoff will take place are not grievable.

**EDITING APPROVED:**

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