

## 3357:13-16-092 Reduction in Force for Full-Time Faculty (CBA)

Reduction in Force for Full-Time Faculty constitutes Article VIII of the Agreement between North Central State College and the chapter of the North Central State Faculty Association-American Association of University Professors (NCSFA-AAUP)

### Article VIII. Reduction in Force

#### Section 8.01 Procedure Prior to Layoff of Full-Time Faculty:

It is the intent of North Central State College to provide stable employment. The College may determine, that changes in programming, insufficient financial support, decline in student enrollment, student load and/or services may result in the layoff of bargaining unit members. Prior to the decision to layoff bargaining unit members, the College will confer with the Faculty Caucus and NCSFA-AAUP to review possible alternatives and discuss the division(s), department(s), and program(s) which may be affected.

- (a) Any reduction in force shall be first accomplished through attrition insofar as it is possible to do so – that is, the number of bargaining unit members affected by the layoff will be kept to a minimum by not employing replacements for those bargaining unit members who retire or resign. The employment of replacements for some positions may be necessary in the event that bargaining unit members do not possess the necessary qualifications for the position to be filled.
- (b) The College, after consulting the Faculty Caucus and NCSFA-AAUP, shall define the division(s), departments, and program(s) within which a reduction in force will occur. Where a reduction in the part-time and/or temporary faculty base will not adversely affect a program's operational stability, the College will lay off and/or decline to rehire adjunct faculty, temporary faculty, permanent part-time faculty, probationary full-time faculty and non-probationary full-time faculty in that order within the affected division(s), department(s), and program(s). Overload assignments in any program in which a reduction occurs will first be eliminated prior to the layoff of any full-time faculty.

#### Section 8.02 Layoff Procedure of Full-Time Faculty:

- (a) If layoff is necessary the College will provide the Association President with a full-time faculty seniority list, which will rank bargaining unit members by length of continuous full time service at the College.
- (b) Bargaining unit members will be laid off in reverse order of seniority in those programs directly affected.
- (c) Bargaining unit members affected by the layoff will be notified by hand delivery or registered mail of the effective date of the layoff.

- (d) If during the course of the academic year a full-time faculty member's program is discontinued the full-time faculty member's employment will be terminated at the end of the academic year. During the interim the College will assign duties as appropriate.

#### Section 8.03 Displacement Rights:

- (a) Within fifteen (15) calendar days of written notification of layoff, a faculty member whose position is eliminated through a reduction in force may exercise the right to displace a less senior faculty member as long as the faculty member is qualified for such position. In order to exercise this displacement right, a faculty member shall initiate a written request for review of that faculty member's credentials, experience, and qualifications by the Chief Academic Officer and the appropriate Divisional Dean/Assistant Dean. If, after a review of the faculty member's credentials, experience, and qualifications by the Chief Academic Officer and the appropriate Divisional Dean/Assistant Dean, a determination is made that the laid off faculty member's experience, credentials, and qualifications warrant displacement of a less senior faculty member, then arrangements will be made to make the transition at the beginning of the following semester, assuring sufficient time (determined by the Chief Academic Officer and the appropriate Divisional Dean/Assistant Dean) for preparation to teach; otherwise the transition will be made the semester thereafter. That determination may be grieved pursuant to Article VI, Grievance/Arbitration procedure, at Step 3, Presidential Review. If the NCSFA-AAUP disagrees with the president's decision, it may request arbitration pursuant to an expedited arbitration procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both Parties to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the Parties may by mutual written agreement, choose another expedited arbitration procedure.
- (b) Upon request, laid off faculty will be given first consideration for filling adjunct positions in areas where they meet the qualifications. Acceptance or declination of such an adjunct position does not affect in any way the rights of a released faculty member to reemployment under this article.

#### Section 8.04 Recall Procedure

- (a) A laid-off faculty member shall be offered reemployment when a vacancy becomes available for which the bargaining unit member is qualified. A faculty member will be recalled according to the principles of last laid off/first recalled, provided the faculty member is qualified to perform the duties of the position to be filled.
- (b) Faculty members being recalled shall be notified by mail, e-mail, and telephone to their last known address and shall have fifteen (15) working days from the date of delivery confirmation to respond affirmatively in writing. It shall be the faculty member's responsibility to provide the College with a current address and make appropriate arrangements for forwarding receipt of mail if the faculty member will be away from their address for more than five (5) calendar days.

- (c) If the faculty member fails to accept the recall in writing to the College within fifteen (15) working days from the date the delivery of recall notification was confirmed, the faculty member shall be removed from the recall list and the College shall have no further obligation to the faculty member. The faculty member who has been laid-off shall remain on a recall list for two (2) years after layoff.
- (d) A faculty member who is laid off shall not be considered to have broken continuous service with the College, but shall not accumulate any additional service time during the period of layoff. During the recall period, the faculty member's compensation, including benefits, shall cease, but shall be reinstated when recalled with the following exceptions:
  - (i) Medical/Dental/Vision Insurance: COBRA will apply.
  - (ii) Sick Leave: Faculty will retain accrued sick leave but will not accrue additional leave during the period of layoff. Sick leave may not be applied during the lay off period.
  - (iii) Tuition Remission: The College will honor any approved tuition remission requests for the faculty member or faculty member's dependents during the remainder of the academic year in which the layoff occurs.
  - (iv) Tuition Reimbursement: The College will honor any tuition reimbursement requests initiated between the start of the fiscal year through the end of the semester in which layoff occurs. Distribution of reimbursement funds will be made in accordance with the College's Tuition Reimbursement policy.

#### Section 8.05 Grant Funded Positions

- (a) If a faculty position is created by grant funding and there is a substantial reduction in that funding or the funding ceases, the position may be terminated by the College and the affected faculty member shall be placed on layoff status and considered as a candidate for any future job for which the faculty member is qualified.
- (b) A grant-funded position shall be defined as one which is:
  - (i) Initially grant-funded in whole or in part;
  - (ii) Advertised as grant-funded (and therefore not guaranteed).
  - (iii) Specified to the current employee or applicant as grant funded, and therefore not guaranteed;
  - (iv) Voluntarily applied for and accepted by the applicant or current employee

## Section 8.06 Seniority

- (a) Seniority of academic faculty members is based on the date of beginning continuous full-time employment. Conflicts of seniority among faculty members with the same beginning date of full-time employment shall be resolved by earlier dates of part-time employment, or date of application for employment, in that order.
- (b) A faculty member who resigns, retires, or whose employment contract is not renewed or terminated for cause shall forfeit all accrued seniority.
- (c) The faculty member on authorized leave shall continue to accrue seniority while on such leave.

Effective: August 23, 2017

Next Review: May 14, 2027

Review Dates: 12/17/08, 10/26/11, 8/27/14, 8/23/17, 8/25/21, 01/16/24