## ARTICLE XV

LAY-OFF

1. Reasons for Lay-Off

The University may lay off members of the bargaining unit because of either financial exigency or the demonstrated financial need to eliminate or curtail programs or courses of instruction to protect the well-being of the University.

* 1. Bonus for Voluntary Separation

Prior to any notice of lay-off, the University may offer a bonus of one (1) or more year's pay, in addition to any other benefits available under Article XXXIV for those eligible thereunder, to any full-time bargaining unit members in departments which may be subject to lay-off who agree to voluntary separation from the University. The University will determine the number of such bonus offers it will make and will approve such proposed bonus recipients in the order of seniority within each department of those accepting the University's offer. If extending such a bonus or bonuses, the University will make such offer as early as possible but no later than twenty-one (21) days before October 31. Such bonus offers will be open for acceptance for a 21-day period.

* 1. Notice of Lay-Off

In the event the University determines that a lay-off is still necessary, the University shall be required to notify the affected bargaining unit member(s) by October 31. By October 31, the University shall also be required to provide the AAUP the material set forth in Sections a, b, and c:

* + 1. written notice of lay-off, together with documenting evidence supporting the conclusion that one or both of the above reasons for lay-off exists;
    2. a proposed lay-off plan identifying the number of lay- offs needed, the departments (or disciplines in multi- disciplined departments) or professional staffs to be eliminated or curtailed, and the bargaining unit positions proposed for lay-off in accordance with the order of lay-off provided for in this Article;
    3. evidence demonstrating that there has been, or will be, contemporaneously with the lay-off of bargaining unit members, other reasonable and prudent savings effected by the University through means other than by the lay-off of members of the bargaining unit.

1. Conference with the AAUP

Within a 21-day period following the University's notice to the AAUP, representatives of the University and the AAUP shall meet to discuss and confer concerning the University's proposed lay-off plan.

1. Arbitration Concerning Lay-Off

The AAUP may refer the matter to arbitration, but notice to arbitrate must be given within two (2) days of the expiration of the aforesaid 21-day period following the University's notice to the AAUP. The grievance procedure steps prior to arbitration, as set forth in Article XXII, shall be omitted, and the matter shall, if the AAUP proceeds to arbitration, immediately be referred to an arbitrator selected by the AAUP from the panel listed in Article XXII.

In the event of such an arbitration, the University and the AAUP shall each submit to the designated arbitrator their respective proposals and the arbitrator shall be absolutely required to adopt and accept either the proposal of the University or that of the AAUP as to the appropriate number of lay-offs, if any, the departments, disciplines or professional staffs to be eliminated or curtailed, and the bargaining unit members to be laid off, if any. The parties' final proposals shall be the subject of a hearing before the arbitrator. At the same hearing, the AAUP may also raise issues with respect to whether the procedure under this Article has been followed by the University and whether the University's proposed lay-offs conform to the required order of lay-offs as set forth in this Article. The arbitrator shall not have any authority to pass on any other issues relating to the proposed lay-off.

1. Order of Lay-Off

Lay-offs of bargaining unit members within an affected department (or discipline in a multi-disciplined department) under this Article shall take place in the following order:

* 1. part-time members of the bargaining unit without seniority shall not be rehired;
  2. full-time members of the bargaining unit holding an acting or visiting appointment;
  3. part-time members of the bargaining unit holding preferred status;
  4. part-time members of the bargaining unit holding priority status;
  5. Lecturers;
  6. full-time, tenure-track members of the bargaining unit based on the inverse order of seniority;
  7. full-time tenured members of the bargaining unit based on the inverse order of seniority.

During this Agreement, the departments which are multi-disciplined, and their separate disciplines are as follows:

|  |  |
| --- | --- |
| **Department** | **Disciplines** |
| Fine Arts | Art; Arts Administration; Art History; Music |
| Theatre and Dance | Theatre; Music Theatre; Dance |
| Foreign Languages and Literatures | Chinese; French; German; Italian; Spanish |
| Communication and Journalism | Journalism; Speech |
| Chemistry, Biochemistry and Physics | Biochemistry; Chemistry; Physics |
| Piano and Voice | Piano; Voice |
| Conducting, Organ, and Sacred Music | Conducting; Organ; Sacred Music |
| Information Systems and Supply Chain Management | Computer Information Systems; Management Science |
| Finance and Economics | Finance; Economics |
| Marketing and Legal Studies | Marketing; Legal Studies |
| Management | Management; Entrepreneurial Studies and Strategy |

1. Seniority

Seniority, for purposes of this Article, shall be computedon a bargaining unit member's date of last appointment letter indicating appointment to full-time bargaining unit status. In computing seniority, authorized leaves of absence, either full or part-time, from the University for personal or professional reasons, shall be counted as years of service. Members of the bargaining unit who have engaged in other service at the University shall have such period of other service at the University treated as follows:

* 1. Department Chairpersons

Department chairpersons, during the period they serve in such capacity, shall continue to accrue seniority as if they were members of the bargaining unit.

* 1. Other Administrators

Persons other than department chairpersons who hold faculty rank and/or tenure employed in administrative positions shall accrue no seniority for any period of such service at the University from September 1, 1982.

* 1. Procedures for Breaking Ties

In the event that two or more members of the bargaining unit have equal seniority under this Article and one or more of such persons are subject to lay-off, such tie shall be resolved in favor of the individual who has any part-time or full-time teaching experience at the University prior to such person's most recent date of appointment to full-time teaching. In cases where either both or neither of the individuals has such previous experience, then such tie in seniority shall be resolved by a random selection method, such as drawing the names from a hat with the first such name being deemed the least senior, etc. Representatives of the AAUP shall be present at any such random drawing.

1. Conditions Regarding Bargaining Unit Work

Bargaining unit faculty members in an affected department or discipline shall not be laid off while bargaining unit work is being performed by any non-bargaining unit members, other than a department chairperson teaching as referred to in Article XI, Section A, in such department or discipline. Bargaining unit members of a professional staff in an affected area of the University shall not be laid off while their unique professional duties are being performed in such affected area by non- bargaining unit members.

1. Written Notice of Lay-Off

For purposes of this Article, written notice of lay-off for bargaining unit members with two or more years at the University shall be given by October 31 to take effect the following August 31. The standards of notification referred to in Article X, Sections E(1), E(2), and E(3) shall apply to all other bargaining unit members who are laid off.

1. Alternate Service

Before proposing a lay-off plan under this Article, the University shall consider alternate service for tenured bargaining unit members otherwise subject to lay-off, which alternate service may include professional part-time non-teaching responsibilities, or professional full- time non-teaching responsibilities. In addition to the foregoing, tenured bargaining unit members being laid off shall, on written request to the Provost, be given the opportunity to transfer to another department or discipline, provided that they are academically qualified to teach in such other department or discipline and provided that as a result of the transfer, no other bargaining unit member with greater seniority shall be laid off. A final decision as to whether a particular bargaining unit member is academically qualified to teach in a particular department or discipline shall be made by the dean of the college in which such department is located after consultation with the members of the department or discipline to which such bargaining unit members seek assignment.

1. Data Concerning Lay-Off

The University will make available to the AAUP any reasonably available data relevant to the proposed lay-off at the time that it gives notice to the AAUP of its election to lay off bargaining unit members. Data relevant to the proposed lay-off that become available thereafter will also promptly be made available to the AAUP. No data relevant to the proposed lay-off will be submitted by the University or the AAUP to an arbitrator to whom the subject of the proposed lay-off has been submitted, unless such data have previously been made available to the AAUP and the University.

1. Recall from Lay-Off

Recall from lay-off in an affected department or discipline shall be in reverse order of the layoffs as in D above.

In order to be entitled to recall from lay-off, bargaining unit members laid off under this Article shall be required to make an annual written request to the University for reinstatement or recall, which written request shall also set forth the bargaining unit member's address to which notification of reinstatement or recall may be sent. A copy of such annual request shall also be forwarded by the bargaining unit member to the AAUP. Bargaining unit members laid off under this Article shall have recall rights hereunder for a period of three (3) years from the date of lay-off. The University shall give reasonable notice of any such offer of reinstatement or recall to the bargaining unit member at the address in his/her last request, or, if prior to the receipt of any such request, to the address contained in the University's records for such bargaining unit member.

A bargaining unit member who is recalled after lay-off shall be reinstated to his/her former tenure status, his/her former rank and title, his/her years of seniority accumulated prior to lay-off, and salary at least equivalent to that salary he/she was receiving immediately prior to lay-off plus all additional base salary increments which he/she would have received had his/her years of service at the University not been interrupted by lay-off. A bargaining unit member rehired subsequent to the expiration of his/her recall rights will be rehired at the rank and with the seniority in effect at the date of lay-off and with the same tenure status. Such person's salary will be no less than the salary he/she was receiving at the time of his/her lay-off.

A tenured bargaining unit member who is laid off under the provisions of this Article shall be permitted to enroll in a graduate program at Rider University, free of any applicable tuition charge, provided that the bargaining unit member qualifies for admission to such graduate program. This benefit to laid-off bargaining unit members shall be available only while such persons are on the three-year recall list and, if recalled sooner, such bargaining unit member shall thereupon be subject to all restrictions otherwise imposed on bargaining unit members actively employed by the University.

Subject to the provisions of Article XXXIV, the University shall continue to provide tuition remission assistance benefits at Rider University to certain members of the household, as defined in Article XXXIV, Section B(3), of a laid-off tenured bargaining unit member or laid-off non-tenured professional staff member who is not on a terminal appointment and who has more than six (6) years of service at the University. Such benefits shall continue in effect only for the three-year period while such bargaining unit member has recall rights under this Article.

1. Seniority List

By September 1 of each academic year, the University shall supply to the AAUP a current seniority list of full-time bargaining unit members.

1. Exclusions

Reductions in the size of the bargaining unit resulting from attrition, such as retirement, resignation, leaves of absence, or other forms of non- renewal of bargaining unit members shall be excluded from the provisions of this Article.

1. Return from Transfer

A bargaining unit member who has transferred from one department to another according to the provisions of Article XXXVII shall, for a period of five (5) years, accrue seniority in the department to which the bargaining unit member has transferred and the department from which he/she has transferred. Such accrual of seniority in the department from which the bargaining unit member has transferred shall be added to the years of seniority he/she has already accrued in said department. If the University invokes a lay-off during the aforesaid five-year period in either the previous or new department, the transferred bargaining unit member shall return to his/her previous department. If, after a period of five (5) years, the bargaining unit member has not returned to the previous department, he/she shall continue to accrue additional seniority only in his/her new department. The accrued seniority in the previous department shall remain in effect with no additional accrual unless the bargaining unit member later returns to that department. Such return to the previous department may occur:

* 1. according to the procedures of Article XXXVII (Transfer of Faculty) or
  2. in order to avoid lay-off, as follows:

If lay-off is invoked after the expiration of the aforesaid five-year period, a previously transferred bargaining unit member holding more seniority than some other member(s) of the previous departmentmay choose to return to his/her previous department. Seniority in such previous departmentshall be calculated from the date of hire at the University to the date of transfer, plus five (5) years of seniority accrued immediately following transfer.