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Article 13
LAYOFF AND RECALL

3 13.1(a) Layoff. The parties agree that layoffs should be pursued only after other cost-saving
4 measures have been considered, including but not limited to furloughs and retirement buyouts.

5 (a) The University shall will only lay off faculty members as a result of when there is a
6 business need to do so. Examples of business needs include, but are not limited to, adverse
7 financial circumstances; reallocation of resources; reorganization of degree or curriculum
8 offerings or requirements; reorganization of academic or administrative structures, programs, or
9 functions; or curtailment or abolition of one or more programs or functions.; ~~the~~ The University
10 shall notify the faculty member, the local UFF-FSU Chapter, and the UFF state office no less
11 than thirty (30) days prior to taking such action at the time the notice is provided to the faculty
12 member. The faculty member, the UFF-FSU chapter, and the statewide UFF shall be notified no
13 fewer than 30 days before a layoff goes into effect. In cases where FSU Administration presents
14 the BOT with a layoff plan, these same parties will be notified at that time. The UFF may request
15 a consultation with the President or ~~his~~ designated representatives pursuant to Article 2 during
16 this period to discuss the layoff.

17 (b) Layoff Unit. The layoff unit may be at an organizational level of the University, such as a
18 campus, division, college/unit, school, department/unit, area, program, or other level of
19 organization as the University deems appropriate. (b) Layoff Unit. The layoff unit shall be
20 defined as an established organizational unit of the University. A layoff unit shall have distinct
21 administrative components that create a functionally separate entity that can stand alone
22 organizationally. A functionally separate entity is an organizational unit whose structure is
23 equivalent to that of a department or college, including having a separate budget and having a
24 director with authority to evaluate faculty and assign their AORs. Such units shall be identified
25 on the annual employment contract.

26 13.2 Layoff Considerations. The selection of faculty members ~~in the layoff unit in the layoff~~
27 unit to be laid off will be determined as follows:

28 (a) No tenured faculty member shall be laid off if there are ~~un-tenured~~ faculty members who
29 do not have tenure (this includes tenure-earning but not yet tenured faculty, nontenure-track
30 faculty, and specialized faculty) in the layoff unit. layoff units same area, program, or department,
31 unless those faculty members without tenure possesses specific qualifications that better meet the
32 academic needs of the University.

33 (b) No faculty member without tenure in a non-tenured position in the layoff unit with more
34 than five (5) years of continuous University service shall be laid off if there are ~~any non-tenured~~
35 faculty members without tenure with five (5) years or less service in the layoff unit ~~the layoff~~
36 unit the same area, program, or department, unless the faculty member with less service possesses
37 specific qualifications that better meet the academic needs of the University.

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1 (c) ~~The sole instance in which only one (1)~~ A single faculty member ~~will~~ may constitute a
2 layoff unit if such unit meets the criteria described in Article 13.1(b). ~~is when the functions that~~
3 ~~the faculty member performs constitute an area, program, or field of study, or other level of~~
4 ~~organization at the University.~~

5 (d) The provisions of 13.2(a) and (b) will apply unless the University determines that an
6 Affirmative Action employment program will be adversely affected. ~~When an Affirmative~~
7 ~~Action Program has been so affected, the University shall notify the UFF in writing.~~ When an
8 Affirmative Action Program has been so affected, the University shall notify the UFF in writing.

9 (e) Where faculty members are equally qualified under (a) or (b) above, those faculty
10 members will be retained who, in the judgment of the University, will best contribute to the
11 mission and purpose of the institution. In making such judgment, the University shall carefully
12 consider faculty members' ~~specific qualifications,~~ length of continuous University service, and
13 shall also take into account ~~shall take into account~~ other appropriate factors, including but not
14 limited to performance evaluation by students, peers, and supervisors, and the faculty member's
15 academic training, professional reputation, teaching effectiveness, research record or quality of
16 the creative activity in which the faculty member may be engaged, and service to the profession,
17 community, and public.

18 (f) No ~~tenured~~ faculty member shall be laid off solely for the purpose of creating a
19 vacancy to be filled by an administrator entering the bargaining unit.

20 (g) ~~The University shall notify the local UFF Chapter in writing regarding the use of adjunct~~
21 ~~and other non-unit faculty in those departments/units where faculty members have been laid off.~~
22 ~~The use of adjunct and other non-unit faculty in departments/units where faculty members have~~
23 ~~been laid off may be the subject of consultation meetings pursuant to Article 2.~~ The University
24 shall notify the local UFF-FSU Chapter in writing regarding the use of adjunct and other non-
25 unit faculty in those departments/units where faculty members have been laid off. The use of
26 adjunct and other non-unit faculty in departments/units where faculty members have been laid
27 off may be the subject of consultation meetings pursuant to Article 2.

28 13.3 Alternative/Equivalent Employment. ~~The University shall make a reasonable effort to~~
29 ~~locate appropriate alternate or equivalent employment for laid-off faculty members within the~~
30 ~~University and to make known the results of the effort to the person affected.~~ The University
31 shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-
32 off faculty members within the University and to make known the results of the effort to the
33 person affected. In addition, During the layoff notice period, the faculty member may
34 be advised to check the vacancy listings and notify Faculty Relations in the Office of Human Resources of
35 any vacancy the faculty member is interested in and qualified for in equivalent employment. The
36 University will provide the alternative/equivalent employment opportunity if appropriate.

37 13.4 Notice. Faculty members should be informed of layoff as soon as practicable and, where
38 circumstances permit, faculty members with three or more years of continuous University

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1 service should be provided at least one (1) year’s notice; those with less service with at least six
2 (6) month’s-notice. Faculty members who have received notice of layoff shall be afforded the
3 recall rights granted under Sections 13.3 and 13.5. Formal written notice of layoff is to be sent by
4 certified mail, return receipt requested, or delivered in person to the faculty member with written
5 documentation of receipt obtained. The notice shall include effective date of layoff; reason for
6 layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a
7 statement of appeal/grievance rights and applicable deadlines for filing; and a statement that the
8 faculty member is eligible for consideration for retraining under the provision of Article 22 for a
9 period of ~~two years~~ one year ~~two years~~ following layoff.

10 13.5 Re-employment/Recall.

11 (a) For a period of ~~two years~~ one year ~~two years~~ following layoff, a faculty member who has
12 been laid off and who is not otherwise employed in an equivalent full-time position shall be
13 offered re-employment in the same or similar position at the University at which previously
14 employed at the time of layoff, should an opportunity for such re-employment arise. For this
15 purpose, it shall be the faculty member’s responsibility to keep the University advised of the
16 faculty member’s current address and to check the vacancy listings and notify Faculty Relations
17 in the Office of Human Resources if they see a vacancy that they are interested in and qualified
18 for. Any offer of re-employment pursuant to this section must be accepted within fifteen (15)
19 days after the date of the offer, such acceptance to take effect not later than the beginning of the
20 semester immediately following the date the offer was made. In the event such offer of re-
21 employment is not accepted, the faculty member shall receive no further consideration pursuant
22 to this Article. The University shall notify the local UFF Chapter when an offer of re-
23 employment is issued.

24 (b) A faculty member who held a tenured appointment on the date of termination by reason
25 of layoff shall resume the tenured appointment upon recall.

26 (c) The faculty member shall receive the same credit for years of service for purposes of
27 layoff as held on the date of layoff.

28 (d) Employee Assistance Programs. Consistent with the University’s Employee Assistance
29 Program, faculty members participating in an employee assistance program who receive a notice
30 of layoff may continue to participate in that program for a period of ninety (90) days following
31 the layoff.

32 13.6 Limitations. The provisions of Sections 13.2 through 13.5 of this Agreement shall
33 not apply to those visiting faculty members ~~described in Sections 12.2(a)(3), (b), and (c), and~~
34 ~~those who have received notice of non-reappointment.~~

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