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*Article 13*  
**LAYOFF AND RECALL**

13.1(a) Layoff. If the layoff is for adverse financial circumstances, the parties agree that layoffs should be pursued only after other cost-saving measures shall have been considered, including but not limited to furloughs and retirement buyouts.

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

(b) Layoff Unit. ...

13.2 Layoff Considerations. When layoffs are the result of adverse financial circumstances, the selection of faculty members in the layoff unit in the layoff unit to be laid off will be determined as follows:

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

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

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

Renisha Gibbs Co-Chief Negotiator FSU – BOT	Michael Mattimore Co-Chief Negotiator FSU - BOT	Irene Padavic Co-Chief Negotiator UFF – FSU Chapter	Scott Hannahs Co-Chief Negotiator UFF – FSU Chapter
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1 | ~~organization at the University.~~ when the functions that the faculty member performs constitutes  
2 | an area, program, or field of study.

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

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

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

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

26 | 13.3 Alternative/Equivalent Employment. ~~The University shall make a reasonable effort to~~  
27 | ~~locate appropriate alternate or equivalent employment for laid-off faculty members within the~~  
28 | ~~University and to make known the results of the effort to the person affected. The University~~  
29 | ~~shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-~~  
30 | ~~off faculty members within the University and to make known the results of the effort to the~~  
31 | ~~person affected. In addition,~~ During the layoff notice period ~~During the layoff notice period, the~~  
32 | ~~faculty member mayis advised to check the vacancy listings and notify Faculty Relations in the~~  
33 | ~~Office of Human Resources of any vacancy the faculty member is interested in and qualified for~~  
34 | ~~in equivalent employment. The University will provide the alternative/equivalent employment~~  
35 | ~~opportunity if appropriate.~~

36 | 13.4 Notice. Faculty members should be informed of layoff as soon as practicable and, where  
37 | circumstances permit, faculty members with three or more years of continuous University  
38 | service should be provided at least one (1) year's notice; those with less service with at least six

Renisha Gibbs	Michael Mattimore	Irene Padavic	Scott Hannahs
Co-Chief Negotiator	Co-Chief Negotiator	Co-Chief Negotiator	Co-Chief Negotiator
FSU – BOT	FSU - BOT	UFF – FSU Chapter	UFF – FSU Chapter

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

9 13.5 Re-employment/Recall.

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

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

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

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

31 13.6 Limitations. The provisions of Sections 13.2 through 13.5 of this Agreement shall  
32 not apply to ~~those visiting~~ faculty members who are in visiting status, who are primarily funding  
33 by contracts and grants, and those who have received notice of non-reappointment. ~~described in~~  
34 ~~Sections 12.2(a)(3), (b), and (c), and those who have received notice of non-reappointment.~~

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Renisha Gibbs  
Co-Chief Negotiator  
FSU – BOT

Michael Mattimore  
Co-Chief Negotiator  
FSU - BOT

Irene Padavic  
Co-Chief Negotiator  
UFF – FSU Chapter

Scott Hannahs  
Co-Chief Negotiator  
UFF – FSU Chapter

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