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Article 13
LAYOFF AND RECALL

13.1(a) Layoff. Layoffs are a last resort, to be implemented only after other options have been thoroughly explored and considered.

~~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-FSU 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) If the layoff is for adverse financial circumstances, the parties agree that other cost-saving measures shall have been first be considered, including furloughs and retirement buyouts.~~

~~(c) Layoff Unit. The layoff unit may be at an established organizational level of the University, such as a campus, division, college/unit, school, department/unit, or area.~~

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~~

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 ~~specific qualifications that better meet the academic needs of the University, unless the faculty~~
2 ~~member with less service possesses specific qualifications that better meet the academic needs of~~
3 ~~the University.~~

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

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

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

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

27 (g)(g) ~~The University shall notify the local UFF Chapter in writing regarding the use of~~
28 ~~adjunct and other non-unit faculty in those departments/units where faculty members have been~~
29 ~~laid off. The use of adjunct and other non-unit faculty in departments/units where faculty~~
30 ~~members have been laid off may be the subject of consultation meetings pursuant to Article 2.~~
31 ~~Upon request, the University shall notify the local UFF-FSU cChapter in writing regarding the~~
32 ~~use of adjunct and other non-unit faculty in those departments/units where faculty members have~~
33 ~~been laid off. The use of adjunct and other non-unit faculty in departments/units where faculty~~
34 ~~members have been laid off may be the subject of consultation meetings pursuant to Article 2.~~

35 13.3 Alternative/Equivalent Employment. ~~The University shall make a reasonable effort to~~
36 ~~locate appropriate alternate or equivalent employment for laid-off faculty members within the~~
37 ~~University and to make known the results of the effort to the person affected. The University~~
38 ~~shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-~~

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
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1 ~~off faculty members within the University and to make known the results of the effort to the~~
2 ~~person affected.~~ The University shall make a reasonable effort to locate appropriate alternate or
3 equivalent employment for laid-off faculty members within the University and to make known
4 the results of the effort to the person affected. In addition, ~~In addition,~~ During the layoff notice
5 period ~~During the layoff notice period,~~ the faculty member ~~may~~ is advised to check the vacancy
6 listings and notify Faculty Relations in the Office of Human Resources of any vacancy the
7 faculty member is interested in and qualified for in equivalent employment. The University will
8 provide the alternative/equivalent employment opportunity if appropriate.

9 13.4 Notice. Faculty members should be informed of layoff as soon as practicable and, where
10 circumstances permit, faculty members with three or more years of continuous University
11 service should be provided at least one (1) year’s notice; those with less service with at least six
12 (6) month’s-notice. Faculty members who have received notice of layoff shall be afforded the
13 recall rights granted under Sections 13.3 and 13.5. Formal written notice of layoff is to be sent by
14 certified mail, return receipt requested, or delivered in person to the faculty member with written
15 documentation of receipt obtained. The notice shall include effective date of layoff; reason for
16 layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a
17 statement of appeal/grievance rights and applicable deadlines for filing; and a statement that the
18 faculty member is eligible for consideration for retraining under the provision of Article 22 for a
19 period of ~~two years~~ ~~one year~~ two years following layoff.

20 13.5 Re-employment/Recall.

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

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

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

38 (d) Employee Assistance Programs. Consistent with the University’s Employee Assistance
39 Program, faculty members participating in an employee assistance program who receive a notice

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1 of layoff may continue to participate in that program for a period of ninety (90) days following
2 the layoff.

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

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Renisha Gibbs
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FSU – BOT

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