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Article 13
LAYOFF AND RECALL

13.1 (a) A layoff is the elimination of an established position or positions of employment. It may result from 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.

(b) A layoff unit is an organizational unit such as a division, college, department, school, center, or institute. A layoff unit may also be defined as an operational area. An operational area means an area of focus or function in a school, college, division, or department, such as an academic structure or program that has the authority to offer a degree or allows for a recognized major. An operational area will generally be a subset of a school, college, division, department, or office, and need not encompass the whole unit.

(c) When a layoff is anticipated as the result of adverse financial circumstances, the University shall consider other possible cost savings measures.

(d) When a layoff is the result of the 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 University shall consider the preservation of degrees and majors that are the most essential to the needs of the students.

13.2 (a) No tenured faculty member shall be laid off if there are faculty members who do not have tenure (this includes tenure-earning, nontenure-earning and specialized faculty) in their layoff unit. A single faculty member may constitute a layoff unit if such unit meets the definition of Article 13 (1)(b).

(b) The provision of 13.2 (a) will not apply if the University determines that an Affirmative Action employment program will be adversely affected. If the University determines that the application of 13.2 (a) will adversely affect an Affirmative Action employment program, it shall notify the UFF in writing.

(c) Where faculty members are equally qualified under 13.2 (a) above, those faculty members will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the institution. In making such judgment, the University shall take into account appropriate factors, including, but not limited to, length of service, performance evaluation by students, peers, and supervisors, and the faculty member’s academic training, professional reputation, disciplinary record, teaching effectiveness, research record or quality of

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_____	_____	_____	_____
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1 the creative activity in which the faculty member may be engaged, and service to the profession,
2 community, and public.

3 (d) No tenured faculty member shall be laid off solely for the purpose of creating a
4 vacancy to be filled by an administrator entering the bargaining unit.

5 (e) Upon request, the University shall provide UFF-FSU a report on the use of
6 adjuncts in the layoff unit. The use of adjuncts at the time of layoff in the layoff unit may be
7 subject of a consultation pursuant to Article 2.

8 13.3 During the layoff notice period, the laid off faculty member may identify a vacancy in the
9 workforce for which they are qualified, and is equivalent to the eliminated position. If the faculty
10 member is qualified for the equivalent position, the University will offer the employment to the
11 laid-off faculty member.

12 13.4 Faculty members shall be notified of a layoff as soon as practicable and, where
13 circumstances permit, be provided a one (1) year's notice. The notice shall include the effective
14 date of the layoff, reason for the layoff, a statement of recall rights, and if applicable, reason for a
15 shortened period of notification.

16 (a) The notice will be simultaneously provided to the UFF-FSU and UFF State office.

17 13.5 (a) For a period of two years following the effective termination date, a faculty member
18 who has been laid off and who is not otherwise employed in an equivalent full-time position,
19 shall be offered re-employment in the same or similar position at the University at which
20 previously employed at the time of layoff, should an opportunity for such re-employment arise.
21 For this purpose, it shall be the faculty member's responsibility to keep the University apprised
22 of the faculty member's current contact information and to check the vacancy listings and notify
23 Faculty Relations in the Office of Human Resources if they see a vacancy that they are interested
24 in and qualified for. Any offer of re-employment pursuant to this section must be accepted within
25 fifteen (15) days after that date of the offer, such acceptance to take effect not later than the
26 beginning of the semester immediately following the date the offer was made. In the event such
27 offer of re-employment is not accepted, the faculty member shall receive no further consideration
28 pursuant to this Article. The University shall notify the UFF-FSU when an offer of re-
29 employment is issued.

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

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

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1 (d) Consistent with the University’s Employee Assistance Program, faculty members
2 participating in an employee assistance program who receive a notice of layoff may continue to
3 participate in this program for a period of ninety (90) days following the layoff.

4 13.6 The provisions of 13.2 through 13.5 of this Agreement shall not apply to those bargaining
5 unit members appointed for less than one (1) academic year; appointed to a visiting appointment;
6 employed in an auxiliary entity or who are primarily on contracts and grants/sponsored research
7 funds or grants and donations trust funding.

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