

*Article 13*  
**LAYOFF AND RECALL**

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

(a) -A layoff is the elimination of an established and occupied 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 degrees, programs or functions. ~~The University shall notify the UFF FSU Chapter, the statewide UFF, and the affected faculty members (if known) no fewer than 30 days before a layoff goes into effect. In cases where FSU Administration presents the BOT with a layoff plan, these same parties will be notified at that time. The UFF may request a consultation with the President or designated representative pursuant to Article 2 during this period to discuss the layoff.~~

(b) Layoff Unit.~~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. A layoff unit is an organizational unit such as a division, college, or department. The unit may be defined as the tenure home or, in the case of specialized or non-tenure-track faculty, the administrative home, that the faculty member was hired or transferred into, as indicated by the tenure or administrative home units specified in the Bargaining Unit Member List, which is provided to the UFF-FSU according to Article 7. To qualify as a transfer, the move must have transpired at least two years before the notice date in Section 13.1(a). In addition, a layoff unit may be a subdivision of a tenure or administrative home that comprises an established area or school.~~

(c) When a layoff is anticipated as the result of adverse financial circumstances, the University shall first consider other possible cost savings measures, ~~including furloughs and incentivized separations.~~

(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 degrees, 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 Layoff Considerations. ~~The selection of faculty members in the layoff unit to be laid off will be determined as follows:~~

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Date	Date	Date	Date

1 (a) No tenured faculty member shall be laid off if there are faculty members who do not have  
2 tenure (this includes tenure-earning, nontenure-earning and specialized faculty) in their layoff  
3 unit.

4 ~~(b) No faculty member shall be laid off before faculty members of lower rank in the layoff~~  
5 ~~unit.~~

6 ~~(eb) No faculty member without tenure having more than ten (10) years of continuous~~  
7 ~~University service shall be laid off if there are faculty members without tenure in the layoff unit~~  
8 ~~having ten (10) years or less of continuous University service.~~

9 ~~(dc)~~ A single faculty member may constitute a layoff unit if such unit meets the  
10 definition of Article 13 (1)(b).

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

15 ~~(efe)~~ Where faculty members are equally qualified under 13.2 (a) ~~and (b) through (e)~~  
16 above, those faculty members will be retained who, in the judgment of the University, will best  
17 contribute to the mission and purpose of the institution. In making such judgment, the University  
18 shall ~~carefully consider appropriate factors including, take into account appropriate factors,~~  
19 ~~including, but not limited to, faculty members' length of continuous service, and shall also take~~  
20 ~~into account other appropriate factors including but not limited to~~ performance evaluations by  
21 ~~students, peers, and supervisors, and the faculty member's academic training, professional~~  
22 ~~reputation, disciplinary record within the last five (5) years, disciplinary record,~~ teaching  
23 effectiveness, research record or quality of the creative activity in which the faculty member may  
24 be engaged, and service to the profession, community, and public.

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

27 ~~(eg)~~ Upon request, the University shall provide UFF-FSU a report on the use of  
28 adjuncts in the layoff unit ~~for the academic year following the layoff~~. The ~~post-layoff~~ use of  
29 adjuncts ~~at the time of layoff or other out-of-unit faculty~~ in the layoff unit may be subject of a  
30 consultation pursuant to Article 2.

31 13.3 During the layoff notice period, ~~the laid off the University will provide the faculty~~  
32 ~~member a hyperlink to a list of instructions on how to access and view all advertised vacant~~  
33 ~~University job openings. The faculty member is advised to notify the Office of Faculty~~  
34 ~~Relations in the Office of Human Resources of any vacant job opening she or he they is or~~  
35 ~~interested in and believes she or he they is are qualified for, and is equivalent to the eliminated~~

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1 ~~position. faculty member may identify a vacancy in the workforce for which they are qualified,~~  
2 ~~and is equivalent to the eliminated position.~~ If the faculty member is qualified for the equivalent  
3 equivalent position, the University will offer the employment to the laid-off faculty member.

4 13.4 Faculty members shall be notified of a layoff as soon as practicable and, where  
5 circumstances permit, be provided ~~at least~~ one (1) year<sup>2</sup>s ~~notice with no less than thirty (30)~~  
6 ~~days' notice.~~ Notice of layoff must be sent and personally acknowledged by the faculty member  
7 ~~as having been received~~ documented as received or documented that the University made a good  
8 ~~faith effort of ensuring receipt by the faculty member.~~ The notice shall include the effective date  
9 of the layoff, reason for the layoff, a statement of recall rights, a statement advising the faculty  
10 member that the action is subject to Article 20, Grievance Procedure, of appeal/grievance rights  
11 ~~and applicable deadlines for filing,~~ a statement that the faculty member is eligible for  
12 consideration for retraining under the provision of Article 22 for a period of two years following  
13 layoff, and if applicable, the reason for a shortened period of notification.

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

16 13.5 Re-employment.

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

30 (b) A faculty member who held a tenured appointment on the date of termination by reason  
31 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 of  
33 layoff as held on the effective date of the layoff.

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

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1 13.6 The provisions of 13.2 through 13.5 of this Agreement shall not apply to those bargaining  
2 unit members appointed for less than one (1) academic year; or appointed onto a visiting  
3 appointment; ~~employed in an auxiliary entity or who are primarily on contracts and~~  
4 ~~grants/sponsored research funds or grants and donations trust funding~~ or employed in an  
5 auxiliary entity. If the layoff is solely for financial reasons, the layoff unit shall consist only of  
6 faculty primarily funded by the budget entity or entities facing the financial difficulty.  
7

8 (a) Faculty members previously notified of non-reappointment will not be included in the  
9 layoff unit, unless the notice of non-reappointment is rescinded.

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