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Article 13
LAYOFF AND RECALL

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 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 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 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:

| | | | |
|---|---|---|---|
| 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 |
| _____ | _____ | _____ | _____ |
| 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 (c) 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 (d) A single faculty member may constitute a layoff unit if such unit meets the definition of
10 Article 13 (1)(b).

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

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

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

29 13.3 During the layoff notice period, the laid-off the University will provide the faculty
30 member a hyperlink to a list of all vacant University jobs. The faculty member is advised to
31 notify the Office of Faculty Relations in the Office of Human Resources of any vacancy she or
32 he is interested in and believes she or he is qualified for. faculty member may identify a vacancy
33 in the workforce for which they are qualified, and is equivalent to the eliminated position. If the
34 faculty member is qualified for the equivalent position, the University will offer the employment
35 to the laid-off faculty member.

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FSU – BOT

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Co-Chief Negotiator
FSU - BOT

Irene Padavic
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date

1 13.4 Faculty members shall be notified of a layoff as soon as practicable and, where
2 circumstances permit, be provided at least one (1) year’s notice. Notice of layoff must be sent
3 and personally acknowledged by the faculty member as having been received. The notice shall
4 include the effective date of the layoff, reason for the layoff, a statement of recall rights, a
5 statement of appeal/grievance rights and applicable deadlines for filing, a statement that the
6 faculty member is eligible for consideration for retraining under the provision of Article 22 for a
7 period of two years following layoff, and if applicable, the reason for a shortened period of
8 notification.

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

10 13.5 Re-employment.

11 (a) For a period of two years following the effective termination date, a faculty member who
12 has 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 apprised of the
16 faculty member’s current contact information and to check the vacancy listings and notify
17 Faculty Relations in the Office of Human Resources if they see a vacancy that they are interested
18 in and qualified for. Any offer of re-employment pursuant to this section must be accepted within
19 fifteen (15) days after that date of the offer, such acceptance to take effect not later than the
20 beginning of the semester immediately following the date the offer was made. In the event such
21 offer of re-employment is not accepted, the faculty member shall receive no further consideration
22 pursuant to this Article. ~~–The University shall notify the UFF-FSU 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 effective date of the layoff.

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

31 13.6 The provisions of 13.2 through 13.5 of this Agreement shall not apply to those bargaining
32 unit members appointed for less than one (1) academic year; or appointed onto a visiting
33 ~~appointment; employed in an auxiliary entity or who are primarily on contracts and~~
34 ~~grants/sponsored research funds or grants and donations trust funding. If the layoff is for~~
35 ~~financial reasons, the layoff unit shall consist only of faculty primarily funded by the budget~~
36 ~~entity facing the financial difficulty.~~

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