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Article 13
LAYOFF AND RECALL

13.1 (a) Layoff. Layoffs are to be implemented only after other options have been explored and considered. 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 academic or administrative structures, programs or functions; or curtailment or abolition of one or more degrees, programs or functions.

(b) Layoff Unit. A layoff unit is an organizational unit such as a division, college, or department. The unit is 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 13.4. In addition, a layoff unit may be defined as an established operational area or a subdivision of a tenure or administrative home, when the area/subdivision is comparable in most regards to a department.

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

(d) When a layoff is the result of the reallocation of resources, 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:

(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.

(b) No faculty member without tenure having more than seven (7) years of continuous University service shall be laid off if there are faculty members without tenure in the layoff unit having seven (7) years or less of continuous University service.

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

(d) The provisions of 13.2 (a) and (b) will not apply if the University determines that an Affirmative Action employment program will be adversely affected. If the University determines

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1 that the application of 13.2 (a) or (b) will adversely affect an Affirmative Action employment
2 program, it shall notify the UFF in writing.

3 (d) Where faculty members are equally qualified under 13.2 (a) and (b) above, those faculty
4 members will be retained who, in the judgment of the University, will best contribute to the
5 mission and purpose of the institution. In making such judgment, the University shall carefully
6 consider appropriate factors: faculty members’ length of continuous University service,
7 performance evaluations by peers and supervisors, the faculty member’s academic training,
8 professional reputation, teaching effectiveness, research record or quality of the creative activity
9 in which the faculty member may be engaged, and service to the profession, community, and
10 public.

11 (e) No faculty member shall be laid off solely for the purpose of creating a vacancy to be
12 filled by an administrator entering the bargaining unit.

13 (f) Upon request, the University shall provide UFF-FSU a report on the use of adjuncts in
14 the layoff unit for the academic year following the layoff. The post-layoff use of adjuncts or
15 other out-of-unit faculty in the layoff unit may be the subject of a consultation pursuant to Article
16 2.

17 13.3 During the layoff notice period, the University will provide the faculty member
18 instructions on how to access and view available University job openings. The faculty member is
19 advised to notify the Office of Faculty Relations in the Office of Human Resources of any
20 alternate or equivalent job openings they are interested in and believe they are qualified for. If
21 the faculty member is qualified for the alternate or equivalent position, the University will offer
22 the employment to the laid-off faculty member.

23
24 13.4 Notification. The UFF-FSU will be notified within 30 days after the date that the
25 University decides that layoffs of in-unit faculty are necessary. The UFF may request a
26 consultation with the President or designated representative pursuant to Article 2 during this
27 period to discuss the layoff. Faculty members to be laid off shall be notified as soon as
28 practicable and, where circumstances permit, be provided a one (1) year notice, and no less than
29 thirty (30) days’ notice. Notice of layoff must have been sent and documented as having been
30 received or, if that is not possible, the University must have documented that it made a good-
31 faith effort to ensure receipt by the faculty member. The notice shall include the effective date of
32 the layoff, reason for the layoff, a statement of recall rights, a statement advising the faculty
33 member that the action is subject to Article 20, Grievance Procedure, a statement that the faculty
34 member is eligible for consideration for retraining under the provision of Article 22 for a period
35 of two years following layoff, and if applicable, the reason for a shortened period of notification.

36 (a) The notice will be simultaneously provided to the faculty member and the UFF-FSU and
37 UFF State office.

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1 13.5 Re-employment.

2 (a) For a period of two years following the effective termination date, a faculty member who
3 has been laid off and who is not otherwise employed in an equivalent full-time position, shall be
4 offered re-employment in the same or similar position at the University should an opportunity for
5 such re-employment arise. For this purpose, it shall be the faculty member’s responsibility to
6 keep the University apprised of the faculty member’s current contact information and to check
7 the vacancy listings and notify Faculty Relations in the Office of Human Resources if they see a
8 vacancy that they are interested in and qualified for. Any offer of re-employment pursuant to this
9 section must be accepted within fifteen (15) days after the date of the offer, with acceptance to
10 take effect not later than the beginning of the semester immediately following the date the offer
11 was made. In the event such offer of re-employment is not accepted, the faculty member shall
12 receive no further consideration pursuant to this Article. The University shall notify the UFF-
13 FSU when an offer of re-employment is issued.

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

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

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

21 13.6 The provisions of 13.2 through 13.5 of this Agreement shall not apply to those bargaining
22 unit members appointed for less than one (1) academic year; or appointed on a visiting
23 appointment; or employed in an auxiliary entity. If the layoff is for financial reasons, the layoff
24 unit shall consist only of faculty primarily budgeted by the funding type that is being reduced or
25 cut.

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

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