

1  
2  
**Article 13**  
**LAYOFF AND RECALL**

3 13.1 (a) ~~—Layoff. Layoffs are a last resort, to be implemented only after other options have~~  
4 ~~been thoroughly explored and considered. Layoffs are to be implemented only after other options~~  
5 ~~have been explored and considered. (a) —~~A layoff is the elimination of an established and  
6 occupied position or positions of employment. It may result from adverse financial  
7 circumstances, reallocation of resources, ~~reorganization of degree or curriculum offerings or~~  
8 ~~requirements~~, reorganization of academic or administrative structures, programs or functions; or  
9 curtailment or abolition of one or more degrees, programs or functions. ~~The University shall~~  
10 ~~notify the UFF-FSU Chapter, the statewide UFF, and the affected faculty members (if known) no~~  
11 ~~fewer than 30 days before a layoff goes into effect. In cases where FSU Administration presents~~  
12 ~~the BOT with a layoff plan, these same parties will be notified at that time. The UFF may request~~  
13 ~~a consultation with the President or designated representative pursuant to Article 2 during this~~  
14 ~~period to discuss the layoff.~~

15 (b) ~~Layoff Unit. A layoff unit is an organizational unit such as a division, college,~~  
16 ~~department, school, center, or institute. A layoff unit may also be defined as an operational area.~~  
17 ~~An operational area means an area of focus or function in a school, college, division, or~~  
18 ~~department, such as an academic structure or program that has the authority to offer a degree or~~  
19 ~~allows for a recognized major. An operational area will generally be a subset of a school,~~  
20 ~~college, division, department, or office, and need not encompass the whole unit. A layoff unit is~~  
21 ~~an organizational unit such as a division, college, or department. The unit is may be defined as~~  
22 ~~the tenure home or, in the case of specialized or non-tenure-track faculty, the administrative~~  
23 ~~home, that the faculty member was hired or transferred into, as indicated by the tenure or~~  
24 ~~administrative home units specified in the Bargaining Unit Member List, which is provided to~~  
25 ~~the UFF-FSU according to Article 7. To qualify as a transfer, the move must have transpired at~~  
26 ~~least two years before the notice date in Section 13.1(a). In addition, a layoff unit may be a~~  
27 ~~subdivision of a tenure or administrative home that comprises an established area or school. In~~  
28 ~~non-departmentalized colleges/units of more than 50 people, the layoff unit may be defined as an~~  
29 ~~established area that in most regards is comparable to a department. In addition, a layoff unit~~  
30 ~~may be defined as an established operational area or a subdivision of a tenure or administrative~~  
31 ~~home, when the area/subdivision is comparable in most regards to a department.~~

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

35 (d) When a layoff is the result of the reallocation of resources, ~~reorganization of degree or~~  
36 ~~curriculum offerings or requirements~~, reorganization of academic or administrative structures,  
37 programs or functions; or curtailment or abolition of one or more degrees, programs or functions,

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

_____	_____	_____	_____
Date	Date	Date	Date

Formatted: Highlight

Formatted: Not Highlight

Formatted: Not Highlight

1 the University shall consider the preservation of degrees and majors that are the most essential to  
2 the needs of the students.

3 13.2 Layoff Considerations. The selection of faculty members in the layoff unit to be laid off  
4 will be determined as follows:

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

8 ~~(b) No faculty member without tenure with more than five (5) years of continuous University~~  
9 ~~service shall be laid off if there are faculty members without tenure with five (5) years or less~~  
10 ~~service in the layoff unit.~~

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

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

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

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

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

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

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

Formatted: Not Highlight

Formatted: Highlight

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

5 13.3 During the layoff notice period, ~~the laid-off the University will provide the faculty~~  
6 ~~member a hyperlink to a list of instructions on how to access and view all available advertised~~  
7 ~~vacant University job openings. The faculty member is advised to notify the Office of Faculty~~  
8 ~~Relations in the Office of Human Resources of any vacancy alternate or equivalent job openings~~  
9 ~~she or he they is are interested in and believe she or he they is are qualified for, and is equivalent~~  
10 ~~to the eliminated position faculty member may identify a vacancy in the workforce for which~~  
11 ~~they are qualified, and is equivalent to the eliminated position.~~ If the faculty member is qualified  
12 for the equivalent alternate or equivalent position, the University will offer the employment to  
13 the laid-off faculty member.

14 13.4 Notification. The UFF-FSU will be notified within 30 days after the date that the  
15 University decides that layoffs of in-unit faculty are necessary. The UFF may request a  
16 consultation with the President or designated representative pursuant to Article 2 during this  
17 period to discuss the layoff. Faculty members to be laid off shall be notified ~~of a layoff~~ as soon  
18 as practicable and, where circumstances permit, be provided at leasta at least one (1) year's  
19 notice, withand no less than thirty (30) days' notice. Notice of layoff must be sent and personally  
20 acknowledged by the faculty member as having been documented as received or documented that  
21 ~~the University made a good faith effort of ensuring receipt by the faculty member. Notice of~~  
22 ~~layoff must have been sent and documented as having been received or, if that is not possible,~~  
23 ~~the University must have documented that it made a good-faith effort to ensure receipt by the~~  
24 ~~faculty member.~~ The notice shall include the effective date of the layoff, reason for the layoff, a  
25 statement of recall rights, a statement advising the faculty member that the action is subject to  
26 Article 20, Grievance Procedure, of appeal/grievance rights and applicable deadlines for filing, a  
27 statement that the faculty member is eligible for consideration for retraining under the provision  
28 of Article 22 for a period of two years following layoff, and if applicable, the reason for a  
29 shortened period of notification.  
30

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

33 13.5 Re-employment.

34 (a) For a period of two years following the effective termination date, a faculty member who  
35 has been laid off and who is not otherwise employed in an equivalent full-time position, shall be  
36 offered re-employment in the same or similar position at the University, ~~at which previously~~  
37 ~~employed at the time of layoff, at which previously employed at the time of layoff,~~ should an  
38 opportunity for such re-employment arise. For this purpose, it shall be the faculty member's

Formatted: Not Highlight

Formatted: Highlight

Formatted: Not Highlight

Formatted: Not Highlight

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 responsibility to keep the University apprised of the faculty member’s current contact  
2 information and to check the vacancy listings and notify Faculty Relations in the Office of  
3 Human Resources if they see a vacancy that they are interested in and qualified for. Any offer of  
4 re-employment pursuant to this section must be accepted within fifteen (15) days after that date  
5 of the offer, such acceptance to take effect not later than the beginning of the semester  
6 immediately following the date the offer was made. In the event such offer of re-employment is  
7 not accepted, the faculty member shall receive no further consideration pursuant to this Article.  
8 The University shall notify the UFF-FSU when an offer of re-employment is issued.

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

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

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

16 13.6 The provisions of 13.2 through 13.5 of this Agreement shall not apply to those bargaining  
17 unit members appointed for less than one (1) academic year; or appointed onto a visiting  
18 appointment; ~~employed in an auxiliary entity or who are primarily on contracts and~~  
19 ~~grants/sponsored research funds or grants and donations trust funding or employed in an~~  
20 auxiliary entity. If the layoff is solely for financial reasons, the layoff unit shall consist only of  
21 faculty primarily funded/budgeted by the budget entity/funding type that is being reduced or cut,  
22 facing the financial difficulty.

Formatted: Not Highlight  
Formatted: Highlight

23  
24 (a) Faculty members previously notified of non-reappointment will not be included in the  
25 layoff unit, unless the notice of non-reappointment is rescinded.

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