

ARTICLE ___
LAYOFF

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5 .1 Implementation. The University may implement a layoff at any time as a result of
6 reallocation of resources; reorganization of academic or administrative structures,
7 programs or functions; reorganization of degree or curriculum offerings or requirements;
8 adverse financial circumstances; or reduction or elimination of programs or functions.
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10 .2 Notice. The University shall provide the UFF and ~~bargaining unit~~ faculty member with no
11 less than one (1) academic year advance notice prior to conducting any layoff. The
12 University shall provide the UFF and the Wellness Counselor and/or Assistant Librarian
13 with no less than thirty (30) days advance notice prior to any layoff. The UFF may request
14 a consultation with the President or representative pursuant to Article 2 (Consultation)
15 during this period to discuss the layoff.
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17 .3 Terminations (voluntary or involuntary) which occur pursuant to another article of this
18 Agreement shall not be deemed a layoff.
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20 .4 The University shall determine the program areas, subject areas, positions, and personnel
21 subject to the layoff.
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23 .5 Employees who are laid off remain eligible for reemployment.
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25 .6 The provisions of this article shall not apply to positions funded from contracts, grants, and
26 sponsored research funds, including any research appointments supported by the
27 University; or positions funded by “soft money”.
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29 .7 Grievability. The decision to layoff is not grievable except an employee who receives
30 written notice of layoff may, according to Article 11 – Grievance and Arbitration
31 Procedure, contest the decision because of an alleged violation of this Agreement or
32 because of an alleged violation of an employee’s constitutional rights. Such grievances
33 must be filed in accordance with the provisions set forth in Article 11.
34

For the University

For the UFF

Mark Bonfanti
Chief Negotiator

Candi Churchill
Chief Negotiator

Date

Date

1 .8 Re-employment/Recall. For a period of one (1) year following a layoff, an employee who
2 has been laid off shall be offered reemployment in the same or similar position at the
3 University should an opportunity for such reemployment arise. It shall be the employee's
4 responsibility It shall be the employee's responsibility to keep the University advised of the
5 employee's current address. Any offer of re-employment pursuant to this section must be
6 accepted within twenty (20) days after the date of the offer. ~~For teaching faculty such~~
7 ~~acceptance will take effect not later than the beginning of the semester immediately~~
8 ~~following the date the offer was made. For non-teaching faculty such acceptance will take~~
9 ~~effect no later than one month following the date the offer was made.~~ In the event such
10 offer of reemployment is not accepted, the employee shall receive no further consideration
11 pursuant to this Article. The University shall notify the local UFF-Florida Polytechnic
12 Chapter when an offer of re-employment is issued.
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For the University

For the UFF

Mark Bonfanti
Chief Negotiator

Candi Churchill
Chief Negotiator

Date

Date