

ARTICLE \_\_  
LAYOFF

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5 .1 Layoffs.  
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7 A. Implementation. The University may implement a layoff at any time as a result of  
8 reallocation of resources; reorganization of academic or administrative structures,  
9 programs or functions; reorganization of degree or curriculum offerings or  
10 requirements; adverse financial circumstances; or reduction or elimination of programs  
11 or functions. Layoffs shall not be arbitrary or capricious.  
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13 B. Layoff Unit. The layoff unit may be at any organizational level of the University.  
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15 .2 Layoff Considerations. ~~The selection of employees in the layoff unit to be laid off will be~~  
16 ~~determined as follows:~~  
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18 ~~A. The University shall consider appropriate factors, including but not limited to, rank,~~  
19 ~~length of continuous employment at the University, performance evaluations, the~~  
20 ~~employee's academic training and credentials, external professional reputation and~~  
21 ~~experience, teaching effectiveness, research record, quality of the creative activity in~~  
22 ~~which the employee is engaged, and service to the profession, community, and public~~  
23 ~~prior to conducting any layoff. No employee with more than four (4) years of~~  
24 ~~continuous service shall be laid off if there are any such employees with less service.~~  
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26 ~~A.~~

27 ~~B.~~

28 B. In the event that more than one employee is being considered for a layoff, and said  
29 employees are substantially similar with respect to the factors in Section .2(A) above,  
30 seniority shall be the determinative factor, and the layoff shall occur in the inverse order  
31 of seniority.

32 ~~A. Where employees are equally qualified under (A) above, those employees will be~~  
33 ~~retained who best contribute to the mission and purpose of the University. The BOT will~~  
34 ~~consider, and shall take into account other appropriate factors, including but not limited~~  
35 ~~to performance evaluations and the employee's academic training, professional~~

**For the University**

**For the UFF**

\_\_\_\_\_  
Mark Bonfanti  
Chief Negotiator

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Candi Churchill  
Chief Negotiator

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Date

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1 ~~reputation, teaching effectiveness, research record or quality of the creative activity in~~  
2 ~~which the employee may be engaged, and service to the profession, community, and~~  
3 ~~public.~~

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5 B.C. An employee laid off under this section may request within twenty (20) days of the  
6 notification of a layoff a written justification for their selection to be laid off.  
7 Thereafter, the President or representative shall provide such statement within twenty  
8 (20) days following receipt of such request.

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10 .3 Notice of Intent. The University shall provide the UFF and faculty member or instructor  
11 with no 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 ~~chapter and the Employee with a Notice of Intent~~ no less than thirty (30) days advance  
14 notice prior to conducting any layoff. The UFF may request a consultation with the  
15 President or representative pursuant to Article 2 (Consultation) during this period to discuss  
16 the layoff.

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18 .54 Terminations (voluntary or involuntary) which occur pursuant to another article of this  
19 Agreement shall not be deemed a layoff.

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21 .465 The University shall determine the program areas, subject areas, positions, and personnel  
22 subject to the layoff.

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24 .576 Employees who are laid off remain eligible for reemployment.

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26 ~~.68~~ ~~The provisions of this article shall not apply to positions funded from contracts, grants, and~~  
27 ~~sponsored research funds, including any research appointments supported by the University; or~~  
28 ~~positions funded by “soft money”.~~

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30 .7 ~~.7~~ Grievability. The decision to layoff is ~~not only~~ grievable according to Article 11 –  
31 Grievance and Arbitration Procedure, except if an employee who receives written notice  
32 of layoff ~~may, according to Article 11 – Grievance and Arbitration Procedure,~~ contests the  
33 decision because of an alleged violation of this Agreement or because of an alleged  
34 violation of an employee’s constitutional rights. Such grievances must be filed in  
35 accordance with the provisions set forth in Article 11.

**For the University**

**For the UFF**

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Chief Negotiator

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~~-.8~~ .98      Re-employment/Recall. For a period of one (1) year following a layoff, an employee who has been laid off shall be offered reemployment in the same or similar position at the University should an opportunity for such reemployment arise. It shall be the employee's responsibility to keep the University advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within twenty (20) days after the date of the offer. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Article. The appointment term for any employee recalled in accordance with this article shall be equal to the time remaining on the employee's prior appointment at the time the prior layoff occurred. The University shall notify the local UFF-Florida Polytechnic Chapter when an offer of re-employment is issued.

.9      Sections .2 -.8 of this article shall not apply to positions funded from contracts, grants, and sponsored research funds, including any research appointments supported by the University; or positions funded by "soft money".

**For the University**

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