

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. ~~The~~  
9 ~~layoff unit shall be at the organizational level of a department, not an individual.~~ Layoffs  
10 shall not be arbitrary or capricious.

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12 .2 Layoff Considerations. ~~The selection of employees in the layoff unit to be laid off will be~~  
13 ~~determined as follows:~~

14 ~~A. No employee with more than four (4) years of continuous service shall be laid off if~~  
15 ~~there are any such employees with less service.~~

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17 ~~B.A. Where employees are equally qualified under (A) above, those employees will be~~  
18 ~~retained who best contribute to the mission and purpose of the University. The~~  
19 ~~BOTUniversity will consider employees' length of continuous service, and shall take~~  
20 ~~into account, other appropriate factors, including but not limited to, employees' length~~  
21 ~~of continuous service, performance evaluations, and the employee's academic training~~  
22 ~~and credentials, professional reputation and experience, teaching effectiveness,~~  
23 ~~research record, or quality of the creative activity in which the employee may be~~  
24 ~~engaged, and service to the profession, community, and public.~~

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

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31 .3 Notice of Intent. The University shall provide the UFF and faculty member or instructor  
32 with no less than one (1) academic year advance notice prior to conducting any layoff. The  
33 University shall provide the UFF and the Wellness Counselor and/or Assistant Librarian  
34 with ~~chapter and the Employee with a Notice of Intent~~ no less than thirty (30) days advance  
35 notice prior to conducting any layoff. The UFF may request a consultation with the

**For the University**

**For the UFF**

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

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Candi Churchill  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1 President or representative pursuant to Article 2 (Consultation) during this period to discuss  
2 the layoff.

3 ~~3~~ ~~The University shall provide the UFF and unit members with no less than one (1) academic~~  
4 ~~year advance notice prior to conducting any la-~~

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6 .54 Terminations (voluntary or involuntary) which occur pursuant to another article of this  
7 Agreement shall not be deemed a layoff.

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9 .465 The University shall determine the program areas, subject areas, positions, and personnel  
10 subject to the layoff.

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12 .576 Employees who are laid off remain eligible for reemployment.

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14 .687 The provisions of this article shall not apply to positions funded from contracts, grants, and  
15 sponsored research funds, including any research appointments supported by the  
16 University; or positions funded by “soft money”.

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18 .8 ~~.7~~ Grievability. The decision to layoff is not grievable except an employee who  
19 receives written notice of layoff may, according to Article 11 – Grievance and Arbitration  
20 Procedure, contest the decision because of an alleged violation of this Agreement or  
21 because of an alleged violation of an employee’s constitutional rights. Such grievances  
22 must be filed in accordance with the provisions set forth in Article 11.

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26 .8 .99 Re-employment/Recall. For a period of one (1) year following a layoff, an  
27 employee who has been laid off shall be offered reemployment in the same or similar  
28 position at the University should an opportunity for such reemployment arise. It shall be  
29 the employee's responsibility to keep the University advised of the employee's current  
30 address. Any offer of re-employment pursuant to this section must be accepted within  
31 twenty (20) days after the date of the offer. In the event such offer of reemployment is not  
32 accepted, the employee shall receive no further consideration pursuant to this Article. The  
33 University shall notify the local UFF-Florida Polytechnic Chapter when an offer of re-  
34 employment is issued.

**For the University**

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