

**ARTICLE \_\_**  
**LAYOFF**

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- ..1 **Implementation.** The University may implement a layoff at any time as a result of reallocation of resources; reorganization of academic or administrative structures, programs or functions; reorganization of degree or curriculum offerings or requirements; adverse financial circumstances; or reduction or elimination of programs or functions.
- ..2 **Notice.** The University shall provide the UFF and the Employee with no less than thirty (30) days advance notice prior to conducting any layoff. The UFF may request a consultation with the President or representative pursuant to Article 2 (Consultation) during this period to discuss the layoff.
- ..3 Terminations (voluntary or involuntary) which occur pursuant to another article of this Agreement shall not be deemed a layoff.
- ..4 The University shall determine the program areas, subject areas, positions, and personnel subject to the layoff.
- ..5 Employees who are laid off remain eligible for reemployment.
- ..6 The provisions 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”.
- ..7 **Grievability.** The decision to layoff is not grievable except an employee who receives written notice of layoff may, according to Article 11 – Grievance and Arbitration Procedure, contest the decision because of an alleged violation of this Agreement or because of an alleged violation of an employee’s constitutional rights. Such grievances must be filed in accordance with the provisions set forth in Article 11.
- ..8 **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

**For the University**

**For the UFF**

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Mark Bonfanti  
Chief Negotiator

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Candi Churchill  
Chief Negotiator

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Date

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responsibility 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. ~~For teaching faculty such acceptance will take effect not later than the beginning of the semester immediately following the date the offer was made. For non-teaching faculty such acceptance will take effect no later than one month following the date the offer was made.~~ In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Article. The University shall notify the local UFF-Florida Polytechnic Chapter when an offer of re-employment is issued.

**For the University**

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