

**ARTICLE \_**  
**Layoff and Recall**

\_.1 Layoff

- A. Layoff. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the University shall notify the local UFF-Florida Polytechnic Chapter and the UFF state office no less than ~~forty-fivethirty~~ (3045) days prior to taking such action. UFF-Florida Polytechnic may request a consultation with the president or representative pursuant to Article 2 (Consultation) during this period to discuss the layoff.
- B. Layoff Unit. The layoff unit shall be an organizational level of the University, such as a campus, division, college, department, unit, program, or other level of the organization as the University deems appropriate.

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

- A. Where employees are equally qualified under (B) below, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the University. In making such judgment, the University shall carefully consider employees' length of continuous service, and shall take into account other appropriate factors, including but not limited to performance evaluations and the employee's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public. An employee laid off under this section may request within twenty (20) days of the notification of a layoff a written justification for their selection to be laid off. Thereafter, the President or representative shall provide such statement within twenty (20) days following receipt of such request
- B. No employee with more than ~~fourfive~~ (45) years of continuous service shall be laid off if there are any such employees with ~~fourfive~~ (45) years or less service.
- C. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the University.
- D. The provisions of \_.2(A) and (B) will apply unless the University determines an Affirmative Action employment program will be adversely affected. When an Affirmative Action program has been so affected, the University shall notify UFF-Florida Polytechnic in writing.
- E. The University shall notify the local UFF-Florida Poly Chapter in writing regarding the use of adjunct faculty in those department/units where employees have been laid off. The use of adjunct faculty in department/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2 (Consultation).

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46 ..3 Grievability. The decision to layoff is not grievable except an employee who receives  
47 written notice of layoff may, according to Article 11 Grievance and Arbitration Procedure,  
48 contest the decision because of an alleged violation of this Agreement or because of an alleged  
49 violation of an employee’s constitutional rights. Such grievances must be filed within sixty (60)  
50 days of the receipt of the notice of layoff.

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52 ..4 Alternative/Equivalent Employment. The University shall make a reasonable effort to assist  
53 the employee in locating appropriate alternate or equivalent employment for laid-off employees  
54 within the University.

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56 ..5 Notice. Employees should be informed of layoffs as soon as practicable and, where  
57 circumstances permit, employees should be provided at least one (1) year’s notice. Employees  
58 who have received notice of layoff shall be afforded the recall rights granted under Article ..4  
59 and ..6. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or  
60 delivered in person to the employee with written documentation of receipt obtained. All such  
61 notices and statements are also sent to the employee’s university e-mail. The notice shall include  
62 the effective date of the layoff; the reason for the layoff; ~~the reason for a shortened period of~~  
63 ~~notification, if applicable;~~ a statement of recall rights; and a statement of appeal/grievance rights  
64 and applicable deadlines for filing.

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66 ..6 Re-employment/Recall. For a period of three (3) years following layoff, an employee who  
67 has been laid off shall be offered re-employment in the same or similar position at the University  
68 should an opportunity for such re-employment arise. It shall be the employee's responsibility to  
69 keep the University advised of the employee's current address. Any offer of re-employment  
70 pursuant to this section must be accepted within twenty (20) days after the date of the offer. For  
71 teaching faculty such acceptance will take effect not later than the beginning of the semester  
72 immediately following the date the offer was made. For non-teaching faculty such acceptance  
73 will take effect no later than one month following the date the offer was made. In the event such  
74 offer of reemployment is not accepted, the employee shall receive no further consideration  
75 pursuant to this Article. The University shall notify the local UFF-Florida Polytechnic Chapter  
76 when an offer of re-employment is issued.

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78 ..7 The provisions of this article shall not apply to positions funded from contracts, grants, and  
79 sponsored research funds, including any research appointments supported by the University; or  
80 positions funded by “soft money”.