

ARTICLE __
LAYOFF

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_.1 Layoffs.

A. Implementation. Subject to compliance with applicable University policy, 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. Layoffs shall not be arbitrary or capricious.

B. Layoff Unit. The layoff unit may be at any organizational level of the University.

_.2 Layoff Considerations.

A. The University shall consider appropriate factors, including but not limited to, rank, length of continuous employment at the University, performance evaluations, the employee’s academic training and credentials, external professional reputation and experience, teaching effectiveness, research record, and service to the profession, community, and public prior to conducting any layoff.

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

C. 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.

_.3 Notice of Intent. The University shall provide the UFF and faculty member or instructor with no less than one (1) academic year advance notice prior to conducting the effective date of any layoff. The University shall provide the UFF and the Wellness Counselor and/or

For the University

For the UFF

Gina Sedules
~~Mark Bonfanti~~
Chief Negotiator

Candi Churchill Myles Kim
~~Chief Negotiator~~

12.13.18
Date

Dec 13, 2018
Date

1 Assistant Librarian with a length of advance notice prior to conducting any layoff as
2 negotiated with UFF prior to the date of hire.

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4 The notice notification to the employee shall include the effective date of the layoff; the
5 reason for the layoff; a statement of recall rights; and a statement of appeal/grievance rights
6 and applicable deadlines for filing.

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8 The notification to UFF shall include the units affected by the layoff, the reason for the
9 layoff, and the faculty-employee(s) to be laid off. The UFF may request a consultation with
10 the President or representative pursuant to Article 2 (Consultation) during this period to
11 discuss the layoff.

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13 .4 Terminations (voluntary or involuntary) which occur pursuant to another article of this
14 Agreement shall not be deemed a layoff.

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16 .5 The University shall determine the program areas, subject areas, positions, and personnel
17 subject to the layoff.


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19 .6 Employees who are laid off remain eligible for reemployment.

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21 .7 Grievability. The decision to layoff is only grievable according to Article 11 – Grievance
22 and Arbitration Procedure, if an employee who receives written notice of layoff, contests
23 the decision because of an alleged violation of this Agreement or because of an alleged
24 violation of an employee’s constitutional rights. Such grievances must be filed in
25 accordance with the provisions set forth in Article 11.

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27 .8 Re-employment/Recall. For a period of two (2) years following a layoff, an employee who
28 has been laid off shall be offered reemployment in the same or similar position at the
29 University should an opportunity for such reemployment arise. It shall be the employee's
30 responsibility to keep the University advised of the employee's current address. Any offer
31 of re-employment pursuant to this section must be accepted within twenty (20) days after
32 the date of the offer. In the event such offer of reemployment is not accepted, the employee
33 shall receive no further consideration pursuant to this Article. The appointment term for
34 any employee recalled in accordance with this article shall be equal to the time remaining
35 on the employee’s prior appointment at the time the prior layoff occurred. The University

For the University

For the UFF


~~Mark Bonfanti~~
Chief Negotiator

Candi Churchill
Chief Negotiator


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1 shall notify the local UFF-Florida Polytechnic Chapter when an offer of re-employment is
2 issued.

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4 .9 Sections .2 -.8 of this article shall not apply to positions funded from contracts, grants,
5 and sponsored research funds, including any research appointments supported by the
6 University; or positions funded by “soft money”.
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For the University



~~Mark Bonfanti~~
Chief Negotiator

12.13.18

Date

For the UFF

Candi Churchill
Chief Negotiator

Date