

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. The layoff unit shall be at the organizational level of a department, not an individual. Layoffs shall not be arbitrary or capricious.
- .2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined as follows:
- A. No employee with more than four (4) years of continuous service shall be laid off if there are any such employees with less service.
- B. Where employees are equally qualified under (A) above, those employees will be retained who best contribute to the mission and purpose of the University. The BOT will 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.
- . 3 Notice of Intent. ~~The University shall provide the UFF and faculty member with no less than one (1) academic year advance notice prior to conducting any layoff. The University shall provide the UFF and the Wellness Counselor and/or Assistant Librarian with chapter and the Employee with a Notice of Intent~~ 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.

For the University

For the UFF

Mark Bonfanti
Chief Negotiator

Candi Churchill
Chief Negotiator

Date

Date

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

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4 5 Terminations (voluntary or involuntary) which occur pursuant to another article of this
5 Agreement shall not be deemed a layoff.

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7 46 The University shall determine the program areas, subject areas, positions, and personnel
8 subject to the layoff.

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10 57 Employees who are laid off remain eligible for reemployment.

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12 68 The provisions of this article shall not apply to positions funded from contracts, grants, and
13 sponsored research funds, including any research appointments supported by the
14 University; or positions funded by “soft money”.

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16 ~~7~~ ~~Grievability. The decision to layoff is not grievable except an employee who receives~~
17 ~~written notice of layoff may, according to Article 11— Grievance and Arbitration~~
18 ~~Procedure, contest the decision because of an alleged violation of this Agreement or~~
19 ~~because of an alleged violation of an employee’s constitutional rights. Such grievances~~
20 ~~must be filed in accordance with the provisions set forth in Article 11.~~

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22 8 9 Re-employment/Recall. For a period of one (1) year following a layoff, an employee who
23 has been laid off shall be offered reemployment in the same or similar position at the
24 University should an opportunity for such reemployment arise. It shall be the employee’s
25 responsibility It shall be the employee's responsibility to keep the University advised of the
26 employee's current address. Any offer of re-employment pursuant to this section must be
27 accepted within twenty (20) days after the date of the offer. In the event such offer of
28 reemployment is not accepted, the employee shall receive no further consideration pursuant
29 to this Article. The University shall notify the local UFF-Florida Polytechnic Chapter when
30 an offer of re-employment is issued.

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For the University

Mark Bonfanti
Chief Negotiator

Date

For the UFF

Candi Churchill
Chief Negotiator

Date