

ARTICLE \_\_\_  
LAYOFF

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4 .1 Layoffs.  
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6 A. Implementation. Subject to compliance with University policy, ~~T~~the University may  
7 implement a layoff at any time as a result of reallocation of resources; reorganization  
8 of academic or administrative structures, programs or functions; reorganization of  
9 degree or curriculum offerings or requirements; adverse financial circumstances; or  
10 reduction or elimination of programs or functions. Layoffs shall not be arbitrary or  
11 capricious.  
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13 B. ~~B.~~ Layoff Unit.  
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15 a. The layoff unit may be at any organizational level of the University.

16 b. The layoff unit may also be a smaller group of faculty within the lowest  
17 organizational level who have a similar set of credentials but only if that group  
18 of faculty have credentials that mean they cannot be fully utilized due to low  
19 student demand or the reorganization of degree or curriculum offerings or  
20 requirements. Low student demand must be demonstrated by low student  
21 enrollment in the courses the faculty are credentialed to teach over a period  
22 greater than a single academic year. In this case, all faculty with the same set of  
23 credentials of any faculty member included in the layoff unit shall be included  
24 in the layoff unit.

25 c. The sole instance in which only one (1) employee will constitute a layoff unit  
26 is when the functions that the employee performs constitute an area, program,  
27 ~~or~~ other level of organization at the university, or fulfill the exception given in  
28 .2 B b. .

29 ~~B.~~  
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31 .2 Layoff Considerations.  
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**For the University**

**For the UFF**

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

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Candi Churchill  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
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1 A. No employee shall be laid off if there are employees of a lower rank in the layoff unit  
2 who are not also laid off.

3 B. No employee with more than four (24) years of continuous service shall be laid off if  
4 there are employees of the same rank with less service in the layoff unit who are not  
5 also laid off.

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7 A.C. In determining layoffs after the above considerations have been taken into account,  
8 tThe University shall consider appropriate factors including, including but not limited  
9 to, rank, length of continuous employment at the University, performance evaluations  
10 (aggregate results averaged over the previous three annual performance evaluations),  
11 and the employee's academic training and credentials, external professional reputation  
12 and experience, teaching effectiveness, research record, and service to the profession,  
13 community, and public prior to conducting any layoff.

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

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

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25 . 3 Notice of Intent. The University shall provide the UFF and faculty member or instructor  
26 with no less than one (1) academic year advance notice prior to conducting any layoff. The  
27 University shall provide the UFF and the Wellness Counselor and/or Assistant Librarian  
28 with a length of no less than thirty (30) days advance notice prior to conducting any layoff  
29 as negotiated with UFF prior to the date of hire. The UFF may request a consultation with  
30 the President or representative pursuant to Article 2 (Consultation) during this period to  
31 discuss the layoff.

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33 .4 Terminations (voluntary or involuntary) which occur pursuant to another article of this  
34 Agreement shall not be deemed a layoff.

35  
**For the University**

**For the UFF**

\_\_\_\_\_  
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- 1    \_.5    The University shall determine the program areas, subject areas, positions, and personnel  
2           subject to the layoff.  
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- 4    \_.6    Employees who are laid off remain eligible for reemployment.  
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- 6    \_.7    Grievability. The decision to layoff is only grievable according to Article 11 – Grievance  
7           and Arbitration Procedure, if an employee who receives written notice of layoff, contests  
8           the decision because of an alleged violation of this Agreement or because of an alleged  
9           violation of an employee’s constitutional rights. Such grievances must be filed in  
10          accordance with the provisions set forth in Article 11.  
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- 12   \_.8    Re-employment/Recall. For a period of one (1) year following a layoff, an employee who  
13          has been laid off shall be offered reemployment in the same or similar position at the  
14          University should an opportunity for such reemployment arise. It shall be the employee's  
15          responsibility to keep the University advised of the employee's current address. Any offer  
16          of re-employment pursuant to this section must be accepted within twenty (20) days after  
17          the date of the offer. In the event such offer of reemployment is not accepted, the employee  
18          shall receive no further consideration pursuant to this Article. The appointment term for  
19          any employee recalled in accordance with this article shall be equal to the time remaining  
20          on the employee’s prior appointment at the time the prior layoff occurred. The University  
21          shall notify the local UFF-Florida Polytechnic Chapter when an offer of re-employment is  
22          issued.  
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- 24   \_.9    Sections \_.2 -.8 of this article shall not apply to positions funded from contracts, grants,  
25          and sponsored research funds, including any research appointments supported by the  
26          University; or positions funded by “soft money”.  
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**For the University**

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