

**ARTICLE 15: LAYOFF AND RECALL**

Section 15.1 – Layoff

A. Prior to any general reduction of the number (layoff) of faculty members in the bargaining unit arising out of economic or operational considerations, the reduction shall be subject to discussion between UFF-Seminole and the College. The College will notify UFF-Seminole not less than thirty (30) days prior to notification to faculty potentially involved. Such notice shall include name, department, length of service, and expected layoff notification and termination dates for each faculty member involved. During the period following the notice to UFF-Seminole of the intent to reduce force, the College agrees to meet at reasonable times and places for such discussion.

B. Based on the nature of the cause for reduction, the College will determine the expected savings, number and types of faculty positions to be reduced, and the appropriate layoff unit.

C. Layoff Unit. The layoff unit should be appropriate to the goals and purpose of the layoff taking into account the estimated savings needed, the reduction in the number of faculty needed, and viability of programs. The layoff unit may be at an organizational level of the College, such as a campus, division, department/unit, program, or other level of organization as the College deems appropriate.

Section 15.2 – Layoff Considerations

A. The selection of employees in the layoff unit to be laid off will be determined as follows.

1. No tenured faculty shall be laid off if there are non-tenured faculty in the layoff unit.
2. No non-tenured but tenure-earning faculty shall be laid off if there are annual contract (non-tenure-track) or multi-year contract faculty in the layoff unit.
3. No faculty member in a non-tenured position in the layoff unit with more than three (3) years of continuous College service shall be laid off if there are any such faculty members with three (3) years or less of service.
4. The sole instance in which only one (1) faculty member will constitute a layoff unit is when the functions that the faculty member performs constitute an area, program, or other level of organization at the College.
5. Where faculty members are equally qualified under 1, 2, or 3 above, those faculty members will be retained who, in the judgment of the College, will best contribute to the mission and purpose of the College, including its commitment to diversity. In making such judgment, the College shall take into account faculty member's total years of faculty employment at the College, teaching areas in which the faculty members may be credentialed, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, 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.

44 6. No tenured employee shall be laid off solely for the purpose of creating a vacancy to  
45 be filled by an administrator entering the bargaining unit.

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47 E. Once the number and types of positions to be reduced is determined, the College may transfer  
48 faculty members between campuses to avoid releasing faculty from employment.

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50 F. No continuing contract faculty member shall be released until all annual contract faculty  
51 members serving in the discipline, or any discipline in which tenured faculty are credentialed and  
52 qualified to teach, have been considered for release from employment.

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54 G. Alternative/Equivalent Employment. The College shall make every reasonable effort to  
55 locate appropriate alternate or equivalent employment for laid-off employees within the College  
56 and to make known the results of the effort to the person affected. In considering appropriate  
57 alternate or equivalent employment, all positions for which an employee is qualified or may be  
58 credentialed shall be considered.

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60 H. Notice. Employees shall be informed of layoff as soon as practicable and, where  
61 circumstances permit, employees with three or more years of continuous service shall be  
62 provided at least two (2) full semesters notice (or one year's notice for employees with an  
63 assignment greater than an academic year); those with less service, with at least one full  
64 semester's notice (or six (6) month's notice for employees with an assignment greater than an  
65 academic year). Employees who have received notice of layoff shall be afforded the recall rights  
66 granted under Section 15.3 below. Formal written notice of layoff is to be sent by certified mail,  
67 return receipt requested, or delivered in person to the employee with written documentation of  
68 receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for  
69 shortened period of notification, if applicable; a statement of recall rights; the expiration of recall  
70 rights; a statement of appeal/grievance rights and applicable dates for filing; and a statement that  
71 the employee is encouraged to view the College vacancy listing and instructions on how to  
72 access it.

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I.74 I. Employee Assistance Programs. Consistent with the University's Employee Assistance  
75 Program, employees participating in an employee assistance program who receive a notice of  
76 layoff may continue to participate in that program for a period of ninety (90) days following the  
77 layoff.

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79 Section 15.3 – Recall

80 A. An employee who has been released from employment under this Article and who is not  
81 otherwise employed by the College in an equivalent full-time position will for a period of 24  
82 months from the date of release be granted recall preference for re-employment with the College  
83 in lieu of a new hire should an opportunity for such re-employment arise, subject to the following  
84 conditions.

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- 86 1. Recall consideration will apply to any opening in any academic discipline or  
87 vocational/technical program for which the unit member may be credentialed and is  
88 qualified to teach.
- 89 2. The College shall send email notification of all openings to all unit members subject  
90 to recall consideration for a period not less than twenty-four (24) months from the  
91 date of layoff. However, it is the responsibility of the unit member to make timely  
92 application for any position opening and to ensure that the College is made aware of  
93 the member's recall eligibility.
- 94 3. If more than one unit member applies for an opening, recall consideration will be  
95 based on the same factors (Section 15.2, A above) used to make the release, with the  
96 member with the highest ranking being given preference for selection.
- 97 4. Any offer of re-employment pursuant to this section must be accepted within fifteen  
98 (15) College business days after the date of the offer and shall take effect no later than  
99 the beginning of the semester following the date the offer was made.
- 100 5. If an employee rejects an offer of re-employment, the employee shall receive no  
101 further consideration pursuant to this Article.
- 102 6. The College shall notify the Union when an offer of re-employment is issued to a  
103 laid-off employee.
- 104 7. The employee shall resume the same rank, salary, and status upon recall, as  
105 applicable.
- 106 8. The employee shall receive the same credit for years of service for purposes of layoff  
107 as held on the date of layoff.