

11-21-19 College Post-caucus proposal

Article VII. Reduction in Force

Section 1. General Provisions

A. A reduction in force (“RIF” or “layoff”) is an involuntary separation of one or more employees from their employment due to a financial exigency or lack of work. The parties recognize both the Administration’s right under F.S. 447.209 to initiate layoffs, and the Union’s right to negotiate the impact of such decisions and to file a grievance where such decisions are alleged to violate provisions of this Agreement. The parties further recognize that the interests of students, faculty, and the College are best served by cooperation between the Union and the Administration to seek alternative solutions to layoffs. These alternatives include but are not limited to natural attrition ~~and voluntary early retirement.~~

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B. The Administration will notify the Union not less than ninety days prior to an anticipated layoff. The notice period may be reduced in the case of unusual or unforeseen circumstances giving rise to a reduction in force and making the above notice not feasible. Following the notice, and upon request from the Union, the parties will meet in reasonable times and places to generally discuss the decision and negotiate any impacts.

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C. Any employee released from employment under this Article shall receive full salary and benefits guaranteed under this Agreement and any rules, regulations, or policies of the Board, until the effective date of the layoff.

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D. No employee shall be subject to layoff while there is a vacancy in a ~~comparable~~ full-time faculty position for which the employee is credentialed and/or qualified. No continuing contract employee shall be subject to layoff while there is a non-continuing contract employee holding a ~~comparable~~ full-time position for which the continuing contract employee is credentialed and/or qualified.

E. An employee designated to be released from employment under this Article shall receive notice at the same time that the notice of anticipated layoff is provided to the Union or as soon thereafter as

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the decision is made selecting the employee for layoff.

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Section 2. Layoff Considerations

In the event of a layoff, the determination of which employees to retain and which employees to separate will be based on College needs and the qualifications and/or credentials of the employees in the academic unit or program affected. The following factors will be considered in making this determination:

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- 2.1. Program and Area needs
- 3.2. Accreditation standards of appropriate agencies
- 4.3. Employee qualifications and/or credentials, including possessing the credentials and/or qualifications necessary to teach in multiple disciplines
- 5.4. Employee performance as reflected in evaluations, disciplinary history, and work history
- 6.5. Employee length of service
- 7.6. Employee service to the College

Section 3. Recall

A. For one year following layoff, faculty members who are released from employment pursuant to this Article shall have right of first refusal to be recalled to any subsequently posted vacant comparable faculty position for which they are credentialed and qualified.

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B. Recall of laid off faculty members shall abide by the following procedures:

- 1. When a bargaining unit vacancy is posted, e-mail notification shall be sent to all laid off employees at their last known e-mail address, to the extent that the employee has provided the Administration with his or her personal email address.
- 2. If one laid off employee applies for the comparable faculty position who is credentialed and qualified, he or she shall be offered the position.
- 3. In the event there is more than one such applicant, the position shall be offered to the applicant determined by the College to be best suited for the position after considering the criteria set forth in Section 2.
- 4. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of offer. The Union shall be notified of all such offers of re-employment.
- 5. If the offer of re-employment is rejected or the employee does not respond to the offer in a

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timely manner, the laid off employee shall receive no further recall consideration under this Article.

6. If the offer of re-employment is accepted, the laid off employee shall resume at the same rank and contract status.

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