

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.
- B. Unless impractical under the circumstances, ~~The~~ Administration will notify the Union not less than ~~six (6) months~~30 days prior to an anticipated layoff. 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.
- 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 ~~established ending date of his or her contract~~effective date of the layoff.
- D. No employee shall be subject to layoff while there is a vacancy in a comparable faculty position for which the employee is credentialed and qualified. ~~No continuing contract employee shall be subject to layoff while there is a non-continuing contract employee holding a comparable position for which the continuing contract employee is credentialed and qualified. Placement of an employee into a different position as a result of layoffs shall be treated as an involuntary transfer in all respects not explicitly specified in this Article.~~
- E. An employee designated to be released from employment under this Article shall receive

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notice ~~release~~ at the same time that the notice of anticipated layoff is provided to the Union or as soon thereafter as the decision is made selecting the employee for layoff no less than 120 days prior to the effective date of release.

Section 2. Layoff Considerations

~~If layoffs within an academic unit are necessary, the employee(s) in said academic unit/program with the fewest RIF points shall be laid off until layoffs are no longer necessary. RIF points are calculated as follows:~~

~~0. Continuing contract status: 30 points~~

~~0. Each year of full time employment (regardless of break in service): ½ point~~

~~0. Academic credentials~~

~~- Doctorate (or other appropriate terminal degree): 6 points~~

~~- Master's + 30: 5 points~~

~~- Master's + 18: 4 points~~

~~- Master's: 3 points~~

~~In the event of a tie between two or more employees, said employees shall be ranked according to overall performance evaluation results over the last three (3) years. Additional years may be considered, one year at a time, if necessary, to break ties. 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 of the employees in the academic unit or program affected. A determination of which employees to retain and which employees to separate would be based on business needs and the qualifications of the employees in the department in which the layoff occurs. Although no single factor is dispositive, such needs and qualifications may include, but is not limited to:~~

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1. Accreditation standards of appropriate agencies
2. Program and Area needs
3. Employee performance as reflected in evaluations, disciplinary history, and work history
4. Employee qualifications and credentials
5. Demonstrated alignment with the College's mission, vision, and values
6. Character
—Teaching qualifications in related areas
7. Employee service to the College and community
8. Employee length of service
9. Length of total teaching experience
- ~~2~~10. Supervisory recommendation

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 ~~at the College~~ for which they are credentialed and qualified.
- 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.~~with the most RIF points. The Administration may further advise each other applicant of the number of recall applicants under this Article and his or her position among such applicants with respect to RIF points.~~
 4. Any offer of re-employment pursuant to this section must be accepted within fifteen

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(15) days after the date of offer ~~and shall take effect no later than the beginning of the semester following the date the offer was made.~~ 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 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, ~~the same~~ contract status, ~~and a salary no less than he or she held at the time of layoff.~~