

ARTICLE 15

REDUCTION IN FORCE

15.1 Layoff/Reduction in Force.

- A. A reduction in force ("RIF" or "layoff") is an involuntary separation of an bargaining unit member from service due to financial exigency, lack of work, organizational changes, declining student enrollment or other reason of necessity that requires a reduction of faculty. Separation by reduction in force shall not be used to discipline an bargaining unit member for unsatisfactory work performance or undesirable conduct.
- B. The decision to reduce/reassign bargaining unit members is within the inherent management authority of the College as provided in Chapter 447.209, Florida Statutes, and is not subject to bargaining other than the impact of the action pursuant to law.
- C. Prior to implementing layoffs, the College may seek voluntary retirements and resignations from the faculty. When voluntary retirements and resignations are sought, faculty shall be provided, where practicable, a period of no less than sixty (60) days within which to pursue voluntary retirement or resignation. Subject to Article 15.2 below, no bargaining unit member shall be subject to layoff while there is a vacancy for which the bargaining unit member is credentialed and qualified. Placement of a bargaining unit member 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.
- D. Nothing in this Article shall be construed so as to provide a guarantee of continued employment, layoff rights, or recall rights to annual contract bargaining unit members beyond the end date of their contract.

15.2 Layoff Considerations.

- A. The following criteria (the "Criteria") shall be used to rank bargaining unit members to be retained in a reduction in force:
- Quantifiable measured effectiveness in the performance of faculty duties;
 - Continuing professional development;
 - Currency and scope of subject matter knowledge;
 - Relevant feedback from students, faculty and employers of students;
 - Service to the department, college, and community.
 - Seniority as defined in Article 14.1.D;

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The following criteria may also be considered:

- ~~• Educational qualifications, efficiency, compatability, student learning outcomes, character;~~
- ~~• Capacity to meet the educational needs of the community;~~
- ~~• The length of time the duties and responsibility of this position are expected to be needed; and;~~
- ~~• Other criteria determined by the Board.~~

B. Bargaining unit members shall be laid off starting with the lowest rank according to the criteria above until no further layoffs are necessary.

C. No bargaining unit member shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

15.3 Alternative/Equivalent Employment. The College shall make a reasonable effort to assist the laid-off bargaining unit member in locating appropriate alternate or equivalent employment within the College.

15.4 Notice. Bargaining unit members shall be informed of layoff as soon as practicable. Where circumstances permit, bargaining unit members with less than three years of continuous College service shall be provided at least sixty (60) days' notice prior to the effective date of such layoff, and bargaining unit members with three or more years of continuous College service shall be provided at least one (1) full semester's notice. Bargaining unit members who have received notice of layoff shall be afforded the recall rights granted under Articles 15.3 above and 15.5 below. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the bargaining unit member with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing.

15.5 Re-employment/Recall.

A. Recall of laid off bargaining unit members shall abide by the following:

- I. A bargaining unit member who has been laid off under this Article with an evaluation rated at "meets expectations" or better on their most recent evaluation, and who is not otherwise employed in an equivalent full-time position at the College, shall for a period of 12 months from the date of release (the "Recall Period"), be granted recall preference for re-employment at the College in lieu of a new hire and offered re-employment in the same or similar position at the College should an opportunity for such re-employment arise subject to the following conditions:

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- 84 2. Recall consideration will apply to subsequently posted vacant bargaining unit
85 positions at the College for which the laid off faculty member is credentialed and
86 qualified to teach.
87
- 88 3. The College shall send notification of all faculty openings to all unit members subject
89 to recall considerations during the Recall Period. It shall be the bargaining unit
90 member's responsibility to keep the College advised of his or her current address. It is
91 the responsibility of the laid off bargaining unit member to respond in writing within
92 fifteen (15) days of receipt of notice to make a timely application for any position
93 opening and to ensure that the College is made aware of the member's recall eligibility.
94 Any offer of re-employment pursuant to this section must be accepted within fifteen
95 (15) days after the date of receipt of the offer, such acceptance to take effect not later
96 than the beginning of the semester immediately following the date the offer was made.
97 In the event such offer of reemployment is not accepted, the bargaining unit member
98 shall receive no further consideration pursuant to this Article.
99
- 100 4. If more than one bargaining unit member applies for an opening, recall consideration
101 will be based on the same ranking as developed in Section 15.2 above.
102
- 103 5. The recalled bargaining unit member shall receive the same credit for years of service
104 for purposes of layoff as held on the date of layoff. The recalled bargaining unit
105 member shall resume employment at the same rank, the same contract status, and a
106 salary no less than he or she would have held had he or she remained employed by the
107 College for the duration of the layoff. In the event the recalled bargaining unit member
108 is recalled to a position in a different department or at a different campus than he or
109 she occupied prior to the layoff, during the Recall Period, he or she will have the right
110 to return to their previous department and/or campus upon posting of such vacancy for
111 which the bargaining unit member is credentialed and qualified.
112
- 113 6. Employee Assistance Programs. Consistent with the College's Employee Assistance
114 Program, bargaining unit members participating in an employee assistance program
115 who receive a notice of layoff may continue to participate in that program for the lesser
116 of a period of ninety (90) days or for the remainder of their then-current program.

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