

## Regulations of Florida A&M University



### **10.113 Layoff and Recall of Faculty, Administrative and Professional and University Support Personnel System Employees.**

(1) ***Policy Statement*** – The needs of the University for the service of its employees vary over time. Such changes in need for employees can be due to programmatic changes, to reorganization, to changes in the ways the University will perform its functions or meet its need, to the cyclic need for certain services, to needs for economy or financial exigency, to operational needs, to modified plans and/or goals, and /or to reduction and/or reallocation of funding sources, including mandated or discretionary budget reductions.

(2) ***Scope*** - The Layoff and Recall of Faculty, Administrative and Professional and University Support Personnel System employees, shall be made in accordance with these provisions and/or applicable collective bargaining agreements as appropriate. Employees who are represented by one of the following collective bargaining agreements with the University Board of Trustees shall be governed by the provisions of their respective agreement: United Faculty of Florida (UFF), American Federation of State, County and Municipal Employees (AFSCME), and Police Benevolent Association (PBA).

(3) ***Conditions of Layoff*** – An employee may be laid off at any time as a result of adverse financial circumstances; reallocation of resources; or reorganization of the degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolishment of one or more programs or functions; shortage of work; a material change of duties or such reasons as provided in the policy statement herein. The layoff may be at an organizational level of the University such as a division, college, school, department, area, program, or other level of organization of unit as the President or President’s designee deems appropriate. In designating the makeup of the layoff unit, the President or President’s designee may

consider the special qualifications and relevant experiences required for specific positions and exclude such positions from layoff.

(4) ***Consideration Factors for Faculty Discontinuation*** - In determining the faculty member(s) whose employment will be discontinued under this section, the University shall take into consideration appropriate factors, including but not limited to, tenure status, performance evaluation by students, peers, and supervisors, and the faculty member's academic training, professional reputation, compatibility with colleagues, teaching effectiveness, research record or quality of the creative activity in which the faculty member may be engaged, service to the community and public, length of service, and the affirmative action obligations of the University. Faculty members in positions covered by the collective bargaining agreement between the United Faculty of Florida and the Florida Agricultural and Mechanical University Board of Trustees shall be governed by the provisions of the agreement.

(5) ***Recall of Non-Tenured Faculty*** – For a period of one year following layoff, an out-of-unit faculty employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered reemployment or recall rights in the same or similar position at the University for which he/she meets the special qualifications and relevant experience. The recall and/or reemployment of an in-unit Faculty shall be governed by the provisions of the FAMU/UFF Collective Bargaining Agreement. An employee who refuses an offer of re-employment shall forfeit further recall rights.

(6) ***Recall of Tenured Faculty*** – For a period of one year following layoff, a faculty member, not in the bargaining unit, who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered reemployment in the same or similar position held with the University at the time of layoff, should an opportunity for such reemployment arise. Any offer of reemployment pursuant to this section must be accepted within 15 days after the date of the offer, such acceptance to take effect not later than the beginning of the academic term immediately following the date the offer was made. In the event such offer of reemployment is not accepted, the faculty member shall receive no further consideration pursuant to this section. A faculty member who held a tenured appointment on the date of separation by reason of layoff shall resume

such tenured status upon recall. The faculty member shall receive the same credit for years of service for purposes of layoff as held on the date of such layoff. An employee who refuses an offer of re-employment shall forfeit further recall rights.

(7) ***Right of Recall for University Support Personnel System employees*** - The right of recall of USPS employees shall exist for one year following layoff. Employees shall be offered reemployment in the same class within the same layoff unit from which the employee was laid off and who meet the specific qualifications for the position. Employees who are members of one of the following collective bargaining unit agreements with the University Board of Trustees shall be governed by the provisions of their respective agreement; American Federation of State, County and Municipal Employees (AFSCME), and Police Benevolent Association (PBA). An employee who refuses an offer of re-employment shall forfeit further recall rights.

(8) ***Consideration for USPS Discontinuation.***

In determining the USPS employee with permanent status whose employment will be discontinued under this section, the University may take into consideration appropriate factors such as: University service, performance evaluation, and education, training, and skill competencies.

(9) ***Employees without Layoff Rights*** - The following employees do not have layoff rights:

- (1) An A&P employee appointed for less than one academic year or placed in to a visiting appointment;
- (2) A Faculty employee appointed for less than one academic year or appointed to a visiting appointment;
- (3) A Faculty, A&P, or USPS employee appointed to a position funded from contracts and grants, auxiliaries, time-limited or local funds;
- (4) A Faculty employee whose appointment expires after receiving timely notice of nonrenewal/nonreappointment;
- (5) A Faculty employee whose appointment expires without the requirement of a written notice of reappointment, including an employee serving on an appointment without a fixed term or an employee on a multi-year contract;
- (6) A USPS employee without permanent status in any class; and

- (7) An OPS employee.
- (10) *Notice of Layoff* - Employees are to be informed of layoff as soon as practicable. Employees with permanent status shall be given no less than 14 calendar days notice of layoff or in lieu thereof, two weeks pay at the employee's current regular hourly rate, or a combination of notice and pay, unless otherwise required by a collective bargaining agreement. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee.

*Specific Authority* 1001.74 (4) FS. *Law Implemented* 447.209, 1001.74(19), 1001.75(3), (13), (19) FS. *History-New* 5-6-82, *Amended* 5-5-83, 7-15-87, 1-31-95, 6-27-96, 12-1-05.