

## ARTICLE 15 LAYOFF AND RECALL

### 15.1 – Layoff

A. Prior to any general reduction of the number (layoff) of employees in the bargaining unit arising out of economic or operational considerations, the reduction shall be subject to discussion between the UFF-BCC and the College. The College will notify the UFF-BCC not less than six (6) months prior to anticipated layoff dates. During the period following the notice to the UFF-BCC of the intent to reduce force, the College agrees to meet at reasonable times and places for such discussion. 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.

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

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

D. No continuing contract faculty member shall be released until all annual contract faculty serving in the discipline, or any discipline in which tenured faculty are credentialed and qualified to teach, have been considered for release from employment. The decision of the College on which faculty members to release shall not be subject to public hearings under Florida Statutes.

E. All unit members credentialed and qualified to teach within an affected academic discipline or vocational/technical program will be assigned RIF points for use only within that academic discipline or vocational/technical program to assist in selecting the unit member(s) to be released from employment. The point total accrued by each member will be considered by the College in making its selection, with the unit member with the lowest point total being the most vulnerable to release. Should the College select a unit member for release who has a higher point total than that of a unit member in the same discipline or program who is not being released, the College will state reasons for its selection in writing furnished to the released unit member and the UFF/BCC.

1. An employee selected for release due to reduction in force will be given at least 120 days notice prior to the effective date of release.
2. RIF points will be assigned as follows:
  - a. holding continuing contract, 3 points
  - b. each year of full-time employment as faculty in the affected academic discipline or vocational/technical program, ½ point up to maximum of 10 points
  - c. completion of requirements for maintaining continuing contract (Article 11), 1 point for each 6-year period
  - d. academic preparation

UFF-Brevard Proposal: Article 15 (changed from 10)

Previously: Article 16

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Doctorate	6 points
Master's +60	5 points
Master's +30	4 points
Master's	3 points
Bachelor's or equivalent	2 point
Less than Bachelor's	1 point

e. the last two (2) performance evaluations: one (1) point for each satisfactory evaluation, zero (0) points for each unsatisfactory evaluation.

F. This Article is not deemed to be in conflict with applicable laws or regulations.

15.2 – Recall

Unit members who are released from employment under this Article will for a period of 24 months from the date of release be granted recall preference for reemployment with the College in lieu of a new hire, subject to the following conditions:

1. Recall consideration will apply to any opening in the academic discipline or vocational/technical program for which the unit member is credentialed and qualified to teach.
2. The College shall send email notification of all openings to all unit members subject to recall consideration for a period not less than twenty-four (24) months from the date of layoff. However, it is the responsibility of the unit member to make timely application for any position opening and to ensure that the College is made aware of the member's recall eligibility.
2. If more than one unit member applies for an opening recall, consideration will be based on the RIF points used to make the release, with the member with the highest point total being given preference for selection. Should the College select a unit member other than the one with the highest point total, the College will state the reasons for the selection in writing furnished to the non-selected unit member and UFF/BCC.
3. Unit members who refuse to accept an offer for recall under this section will not be eligible for further consideration under this section.

Tentative Agreement Date: 4/29/2009

For BCC-BOT:

For UFF-BCC:

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Date

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Date