

Article 10

LAYOFF, REDUCTION IN TIME, AND RECALL

A. GENERAL PROVISIONS

The University shall, at its sole discretion, determine if and when layoffs are necessary, in which series and location they are necessary, the number of employees to be laid off, and the duration of the layoff. The University has the sole discretion of retaining employees irrespective of seniority, location, and series who possess special skills, knowledge or abilities which are not possessed to the same degree by other employees.

B. PROCEDURE FOR REGULAR EMPLOYEES

Subject to the exceptions in Section A, the following procedure shall apply when a regular employee is to be placed on layoff:

1. Layoff shall be by and from each series within each location, and in inverse order of series seniority.
2. The employee with the least series seniority in an affected series at the employee's location shall be laid off first, provided that the employees remaining in the series have the ability to competently perform the work available, as determined by the University.

If the University plans to retain an employee irrespective of seniority, location or series, the Union will be provided with advanced notice and the opportunity to provide timely discussion on the proposal. This process shall not delay the University from taking the proposed action on the date included in the notice.

3. An employee shall be notified of the layoff twenty-four (24) hours before the layoff will start.
4. An employee who is notified of layoff and has accrued vacation may elect to be paid for accrued vacation during the period of layoff, following notification of layoff.
5. Seniority credit shall be calculated through the effective date of the layoff.

C. RECALL PROCEDURE

1. Employees with regular status who are on layoff have a right to recall to the same or similar active and vacant position from which they were laid off for a period not to exceed one hundred and twenty (120) calendar days from the effective date of layoff. Conditioned upon the employee's ability to perform the work competently, the employee shall be recalled from layoff in inverse order of layoff.
2. Employees who have not been recalled from layoff within the one hundred and twenty (120) calendar days shall be considered separated for lack of work. Additionally, the right to recall terminates if:
 - a. An employee fails to respond affirmatively to the University's notice of recall;
 - b. An employee refuses a recall to work at the same or higher class and at the same or greater percent of time from which the employee was laid off;
 - c. An employee accepts a regular position at the same or higher wage rate maximum within the University, or;
 - d. The employee does not return to work from layoff within five (5) calendar days of the recall date as stated in the recall notice, which has been sent by certified or registered mail or by telegram addressed to the employee at the employee's last

known address on file with the Printing Services Department. An employee who changes address must notify the Printing Services Department of the change.

3. The right to recall does not terminate and is not extended if an employee on layoff accepts any casual position within the University. A return to pay status during a period of right to recall is not a break in service.
4. UCPS will offer the following severance plan for employees placed on indefinite layoff:
 - a. Employees with 0-2 years of continuous service in the bargaining unit-No severance
 - b. Employees with 3-5 years of continuous service in the bargaining unit-2 weeks severance
 - c. Employees with 6-10 years of continuous service in the bargaining unit-4 weeks
 - d. Employees with 11-15 years of continuous service in the bargaining unit-8 weeks severance
 - e. Employees with 16-20 years of continuous service in the bargaining unit-12 weeks severance
 - f. Employees with more than 20 years of continuous service in the bargaining unit-16 weeks severance
 - g. Employees who elect severance will waive all recall rights
 - h. If an employee receiving severance is rehired to a position with the University before the expiration of the period covered by the severance, the employee will re-pay UCPS the remainder.
 - i. Each layoff unit shall, in each instance of indefinite layoff, not reduction in time, offer severance in lieu of recall rights to all employees in the unit affected by the layoff. A career employee who has received a notice of indefinite layoff may elect in writing, severance pay in lieu of recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. If the employee does not elect within fourteen calendar days the option for severance pay is forfeited, and the employee will retain their recall rights.

D. PREFERENCE FOR REHIRE

Employees who have been on layoff more than one-half ($\frac{1}{2}$) the time in any thirty (30) calendar day period shall be informed of any job opening in the unit, at the same or other location, during the period of right to recall. Such employees will be given preference in hiring if they apply for a position and are able, in the judgment of the University, to perform the work assigned. If the University determines the employee cannot perform the duties of the position, the employee can return to layoff and be credited with the same recall time remaining as of the date of hire for the new position.

E. RELEASE AND REDUCTION IN TIME FOR CASUAL AND PROBATIONARY EMPLOYEES

Casual and probationary employees are released and/or reduced in time at the discretion of the University. Whenever practicable, notice shall be given prior to the release or reduction in time.