

ARTICLE 20. LAYOFF AND REDUCTION IN TIME

This Article covers indefinite layoff and reduction in time, temporary layoff and reduction in time, and transfer of an employee to a limited appointment resulting in the elimination of a career position.

Responsibility. The University shall determine when indefinite or temporary layoffs and indefinite or temporary reductions in time are necessary due to lack of work or lack of funds. The University shall attempt to minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited appointments within the department. When a vacancy exists within the unit in an active career position in other classes in the department which are at the same salary level (as determined by the salary range maximum) as the employee's current position, the department head shall reassign an employee scheduled for indefinite layoff to that position, provided that the University determines that the employee is qualified to perform the duties of that position.

In the event the University determines that a layoff is imminent within the unit, it shall give the union such advance notice as is reasonable under the circumstances. The campus will upon receipt of a timely written request from the Union, meet to discuss the layoff.

A. Temporary Layoff and Temporary Reduction in Time.

1. Whenever a layoff or reduction in time from a career position is temporary for a specified period of less than four (4) calendar months, the provisions of Sections C.1 through D.13 below shall not apply.
2. An employee shall be given written notice of the effective date and the ending date of a temporary layoff or reduction in time. Whenever possible, the notice shall be given at least fifteen (15) calendar days prior to the effective date.
3. If an indefinite layoff or indefinite reduction in time should occur during a temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time shall be applied.

B. Indefinite Layoff and Indefinite Reduction in Time.

1. Indefinite layoff and reduction in time is effected by department and by class (title code) and craft, (e.g., Lead Carpenter, Carpenter, Electrician, Lead Locksmith, Locksmith, Lead Painter, Painter). The order of indefinite layoff and reduction in time of employees in the same class and craft shall be in inverse order of seniority, except that the department head may retain employees irrespective of seniority, who possess skills, knowledge, or abilities which are not possessed by other employees in the same class and craft, and which are necessary to perform the ongoing functions of the department. Such exceptions shall be documented in writing.
2. **Seniority.** Seniority shall be calculated by full-time equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. A break in

service is any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, whether or not a separation form is submitted, when an employee is off pay status for four (4) complete, consecutive calendar months without an approved leave without pay, furlough, or temporary layoff. A return to pay status from an approved leave without pay, furlough, temporary layoff, during a period of right to recall and preference for reemployment, or on the next working day following a separation is not a break in service. When employees have the same number of full time equivalent months (or hours), the employee with the most recent date of appointment shall be laid off first.

3. **Notice.** An employee will receive at least thirty (30) calendar days advance written notice prior to indefinite layoff or indefinite reduction in time, whenever feasible. If less than thirty (30) calendar days notice is granted, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days notice.

In the event of a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non-probationary career employee shall be informed of the procedures for recall and preferential rehire.

C. Reemployment from Indefinite Layoff.

1. **Right to Recall to Layoff Department.** A non-probationary career employee who is separated because of an indefinite layoff or whose time is reduced because of an indefinite reduction in time shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified when the position is in the same class, and craft, and at the same time or lesser percentage of time as the position held by the employee at the time of layoff. Right to recall is not extended to an employee who has not completed the probationary period. Employees who are eligible for recall shall retain recall eligibility for three years from the effective date of layoff.
2. **Preference for Reemployment or Transfer in Layoff Department.** A non-probationary career employee who is separated or whose time is reduced because of indefinite layoff or indefinite reduction in time, or who has received written notice of indefinite layoff or indefinite reduction in time within the two (2) calendar months prior to the layoff date shall be granted preference within the UCR Skilled Crafts Unit for reemployment or transfer to any active or vacant career position for which the employee is qualified when the position is:
 - a. at the same salary level or lower (as determined by the salary range maximum), and
 - b. at the same or lesser percentage of time as the position held by the employee at the time of layoff.

Preference for reemployment or transfer is not extended to an employee who has not completed his/her probationary period.

3. The department head may reject a non-probationary career employee with preference for reemployment or transfer only if the employee lacks qualifications required of the position. Reasons for non-selection shall be provided by the department head in writing to the employee with a copy to the Union.
4. **Reemployment at Another University Location.** The Employment Manager shall be responsible for assisting a non-probationary career employee on indefinite layoff who wishes to be considered at another campus or laboratory.
5. **Duration of Right to Recall and Preference for Reemployment.** A non-probationary career employee with less than five (5) years of seniority shall have preference for reemployment for one (1) year from date of layoff.
6. An employee with at least five (5) but less than ten (10) years of seniority shall have preference for reemployment for two (2) years from date of layoff.
7. An employee with ten (10) years or more of seniority shall have preference for reemployment for three (3) years from the date of layoff.
8. An employee may be required to respond affirmatively to periodic inquiries as to the desire to continue the right to recall and preference for reemployment in order to continue that right and preference beyond one year.
9. Right to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in casual positions.
10. **Termination of Right to Recall and Preference.** Right to recall and preference for reemployment terminate if an employee:
 - a. refuses an offer to return, at the same or greater percentage of time, to the class from which laid off;
 - b. accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held by the employee at the time of layoff; or
 - c. refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff.
11. In addition preference for reemployment terminates if an employee accepts any career position.
12. Right to recall and preference for reemployment are suspended when an employee does not respond to written notice of an employment opportunity. However, upon written request of the employee and approval of the Personnel Manager, both recall and preference may be reinstated.

13. **Service Upon Reemployment.** Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service. Benefits and seniority accrue only when on pay status.

D. Other Provisions.

1. **Effect on Benefits.** An employee on indefinite or temporary layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the employee's payment of full premiums.
2. The University's contribution to the cost of a University sponsored health plan will be provided for an employee on temporary layoff or reduction in time for a maximum of three (3) months in a calendar year where the employee's earnings are insufficient to otherwise generate the University's contribution.
3. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.