

## **ARTICLE 19. Layoff and Reduction in Time**

This Article covers Indefinite Separation and Reduction in Time, Temporary Layoff and Reduction in Time, and Transfer of an employee to a limited appointment position resulting from the elimination of a career position.

### **A. Responsibility**

1. The department head shall determine when Indefinite or Temporary Layoffs are necessary due to a lack of work or lack of funds. The department head shall minimize Indefinite Layoffs from career positions by first reviewing the necessity for existing limited appointment positions within the department. When a vacancy exists within the unit is 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 the employee is qualified to perform the duties of that position.

2. The department head has the authority to lay off an employee for an indefinite period after reviewing the proposed action with the Personnel Manager and Affirmative Action Coordinator/Officer.

#### **3. Personnel Manager**

The Personnel Manager shall assist the department head and make a reasonable effort to assure that an employee scheduled for Indefinite Layoff from a career position has the opportunity to be considered for transfer to another position for which the employee is qualified.

### **B. 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 Section "A.3.," above, and Sections "C.1.," through "D.9.," 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 30 calendar days prior to the effective date.

3. If an Indefinite Layoff or Indefinite Reduction in Time should occur during a Temporary Layoff or Temporary Reduction in Time, the procedures for Indefinite Layoff or Indefinite Reduction in Time shall be applied.

### **C. Indefinite Layoff and Indefinite Reduction in Time**

1. Indefinite Layoff and Reduction in Time is effected by department and by class (title code). The order of Indefinite Layoff and Reduction in Time of Employees in the same class within a department shall be in inverse order of seniority, except that the department head may retain employees irrespective of seniority who possess special skills, knowledge, or abilities which are not possessed by other employees in the same class. All such exceptions shall be documented and shall be reviewed by the Personnel Manager.

#### **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 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 Reduction in Time. 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, preferential rehire and unemployment insurance processes.

D. Reemployment from Indefinite Layoff

1. Right to Recall to Layoff Department

A regular status employee who is separated or whose time is reduced because of an Indefinite Layoff 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, or craft if applicable, and department and at the same 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 attained regular status.

2. Preference for Reemployment or Transfer in Layoff Department or Other Departments

A regular status employee who is separated or whose time is reduced because of Indefinite Layoff or who has received written Notice of Indefinite Layoff or Reduction in Time within the two (2) calendar months prior to the Layoff shall be granted preference within the UCSB 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 campus,
- b. at the same salary level or lower (as determined by the salary range maximum), and
- c. 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 attained regular status.

3. Department heads may reject a regular status 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 Personnel Manager with a copy to the Union.

4. Reemployment at Another University Location

The Personnel Manager shall be responsible for assisting a regular status employee on Indefinite Layoff who wishes to be considered at another campus or laboratory.

5. Continuation of Right to Recall and Preference for Reemployment

- a. A regular status employee shall have the right to recall for three years from the date of layoff.

- b. A regular status employee with less than five (5) years of seniority shall have Preference for Reemployment for one (1) year from date of layoff.
- c. 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.
- d. An employee with ten (10) years or more of seniority shall have Preference for Reemployment for three (3) years from date of layoff.
- e. 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.
- f. Right to Recall and Preference for Reemployment continue during, but are not extended by, temporary periods of employment in casual positions.

6. 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 department and class, or craft if applicable, 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 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.

7. In addition, Preference for Reemployment terminates if an employee accepts any career position.

8. 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.

9. 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.

E. Other Provisions

1. Effect on Benefits

An employee on Indefinite or Temporary Layoff or Furlough 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 when the employee's earnings are insufficient otherwise to generate the University's contribution.

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3. Retirement system regulations determine the effect on retirement benefits while an employee is on Indefinite or Temporary Layoff.