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**Policy Title: Layoff and Reduction in Time from Professional and Support Staff Career Positions**

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**Policy Number: Personnel Policies for Staff Members 60**

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<b>Responsible Officer:</b>	Vice President – Human Resources
<b>Responsible Office:</b>	Human Resources
<b>Origination Date:</b>	July 1, 2003
<b>Date of this Revision</b>	November 1, 2011
<b>Scope:</b>	Employees in the Professional & Support Staff (PSS) personnel group.

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**I. POLICY SUMMARY**

This policy provides direction and authority to effectuate indefinite and temporary layoffs and indefinite and temporary reductions in time when layoffs or reductions in time are necessary to support the University's business needs.

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**II. DEFINITIONS**

**Career Position:** An appointment established at a fixed or variable percentage of time at 50 percent or more of full-time, which is expected to continue for one year or longer.

**Exception to Policy:** An action that exceeds what is allowable under current policy or that is not expressly provided for under policy. Any such action must be treated as an exception.

**Executive Officer:** The University President or the Chancellor.

**Indefinite Layoff:** A layoff for which no date of return to work is specified.

**Layoff Unit:** An established department unless otherwise designated by the Chancellor.

**Notice:** Notification provided to an employee starting from the date of written notice of layoff to the effective date of the layoff, indicating whether the layoff is temporary or indefinite.

**Pay in Lieu of Notice:** Payment provided to an employee when the employee does not receive the full notice period as provided for by policy.

**Preference for Reemployment (Preferential Rehire):** The right of a regular status employee who is laid off indefinitely or whose time is reduced indefinitely to receive preferential consideration for any active, vacant career position for which the employee is qualified, which is at the same or lower salary grade, at the same or lesser percentage of time, and at the same campus as the position from which the employee was indefinitely laid off or indefinitely reduced in time.

**Recall:** The right of a regular status employee to return to any active, vacant career position for which the employee is qualified, which is in the same classification, salary grade, and department and at the same or lesser percentage of time as the position from which the employee was indefinitely laid off or indefinitely reduced in time.

**Reduction in Time:** A reduction in the percentage of an appointment or in regularly scheduled hours. A reduction in time can be either temporary or indefinite.

**Regular Status Employee:** A career employee who is not required to serve a probationary period, or who has successfully completed a probationary period and any extension thereof.

**Preferential Job Offer:** An offer of employment secured through the preference for reemployment (preferential rehire) process.

**Seniority:** The number of full-time equivalent months (or hours) of total University service in any job classification or title from the date of the most recent break in service.

**Severance:** A payment based on years of service that is provided to a regular status employee who has not elected recall or preference for reemployment.

**Temporary Layoff:** A layoff that does not exceed a cumulative total of four calendar months in a calendar year and for which there is a specific date to return to work.

**Top Business Officer:** Executive Vice President–Business Operations for the Office of the President, Vice Chancellor for Administration, or the position responsible for the location's financial reporting and payroll as designated by the Executive Officer.

**Week:** For the purposes of severance pay, one week is equal to five workdays.

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### **III. POLICY TEXT**

#### **A. General**

It is the policy of the University to minimize the effects of indefinite layoffs and indefinite reductions in time on employees in career positions when layoffs or reductions in time are necessary due to lack of funds or lack of work, including lack of work due to reorganization. If, in the judgment of the University, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels will be reduced in accordance with this policy. It is solely the University's responsibility to determine the need for layoffs, the classifications of employees to be laid off, and the layoff unit.

To minimize the effects of indefinite layoff and indefinite reduction in time, the University will:

1. Give regular status employees opportunities for reassignment or transfer prior to indefinite layoff or indefinite reduction in time when reassignment or transfer opportunities arise and are operationally feasible.
2. Provide regular status employees covered by this policy who are laid off indefinitely or whose time has been reduced indefinitely with severance pay in accordance with Section J. of this policy, unless a location provides such employees with the option of electing either:
  - a. The right to be recalled to the department from which the employee was laid off or reduced in time (Section F.1.), and preference for reemployment in all departments of the campus (Section F.2.), or
  - b. Severance pay in accordance with Section J. of this policy.

### ***B. Scope***

This policy covers indefinite layoff and indefinite reduction in time, temporary layoff and temporary reduction in time, transfer to a limited position resulting from the elimination of a career position, and involuntary reassignment to a partial-year career position resulting from the elimination of a full-year career position.

### ***C. Responsibility***

For purposes of this policy, the Chancellor may designate units other than established departments to be considered as departments, and will designate layoff department heads (LDHs) for such units. The LDH will determine when layoffs are necessary due to lack of funds or lack of work, including lack of work due to reorganization. The LDH will select employees for layoff, but will minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited and casual/restricted positions within the layoff unit. When an employee has been given notice of an indefinite layoff and a vacancy exists in an active career position in that employee's unit at the same classification and salary grade as the employee's current position, the LDH will reassign the employee to that position, provided the employee is qualified to perform the duties and responsibilities of the position.

### ***D. Temporary Layoff or Temporary Reduction in Time***

An employee will be given written notice of the effective date and the ending date of a temporary layoff or temporary reduction in time. Periods of temporary layoff or temporary reduction in time need not be adjacent; however, periods of temporary layoff or temporary reduction in time will not exceed a cumulative total of four calendar months in a calendar year.

An employee may be temporarily laid off or temporarily reduced in time irrespective of seniority or classification, and is ineligible for the right to recall or preference for reemployment. Accrued sick leave will not be used during temporary layoff.

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 will apply.

#### ***E. Indefinite Layoff or Indefinite Reduction in Time***

Indefinite layoffs and indefinite reductions in time are administered by defined layoff units, job classifications, and salary grades (in the event of a classification assigned to different salary grades). Criteria for consideration when determining order of layoff must include relevant skills, knowledge and abilities, documented performance, and length of service. Assessment of performance will be based on written performance appraisals and disciplinary records. When multiple employees have the same skills, knowledge and abilities, and are performing equally, employees with greater levels of seniority will have priority for retention. Such employees may choose to waive their seniority in order to be designated for layoff, subject to approval by the LDH.

Seniority will be calculated by full-time-equivalent months (or hours) of total University service in any job classification or title. Employment prior to a break in service will not be counted. In those cases in which employees have the same skills, knowledge and abilities, are performing equally, and have the same number of full-time-equivalent months (or hours), the employee with the most recent date of appointment will be laid off first.

An employee will receive at least 30 calendar days' advance written notice prior to indefinite layoff or indefinite reduction in time, or will receive pay in lieu of notice. The University will inform employees who may be impacted by indefinite layoff as soon as feasible.

#### ***F. Reemployment From Indefinite Layoff***

A location may choose to provide regular status employees covered by this policy with the option to elect recall and preference for reemployment in lieu of severance pay. Hiring departments may take an employee's relevant skills, knowledge and abilities, documented performance, and length of service into consideration when recalling an employee or providing preferential consideration to an employee. If the employee elects recall and preference for reemployment in lieu of severance pay, the following guidelines will apply.

1. Right to Recall. A regular status employee who has been laid off indefinitely or whose time has been reduced indefinitely may be recalled into any active and vacant career position for which the employee is qualified when the position is in the same classification, the same salary grade (in the event of a classification assigned to different salary grades), and the same department at the same or lesser percentage of time as the position held at the time of layoff.
2. Preference for Reemployment. A regular status employee who has been laid off indefinitely or whose time has been reduced indefinitely may receive preferential consideration for any active and vacant career position when the position is at the same campus, at the same or lower salary grade, and at the same or lesser percentage of time, provided the employee is qualified to perform the duties and responsibilities assigned to the position. A regular status employee who has

been given prior written notice of indefinite layoff or indefinite reduction in time will receive preferential consideration for up to two calendar months prior to the layoff date. When written notice of indefinite layoff or indefinite reduction in time is given more than two months prior to the layoff date, the Chancellor may authorize that preference for reemployment begin with the date of the layoff notice.

Reasons for non-selection of an employee with preference for reemployment will be provided as required in local procedures.

3. **Trial Employment.** The Chancellor may establish procedures whereby a regular status Professional or Support Staff employee who is recalled or rehired under preference for reemployment may, upon prior written notification, be required to serve a trial employment period of up to six months upon recall or rehire. An employee who is required to serve a trial employment period may at any time during the trial employment period return to layoff status at the employee's or at the department head's discretion. Time spent in trial employment will not count against the period of eligibility for recall or preferential rehire. Time on leave with or without pay is not qualifying service for completion of the trial employment period.

### ***G. Continuation of Right to Recall and Preference for Reemployment***

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

Subject to Section F.2. of this policy:

1. A regular status employee with less than five years of seniority will have preference for reemployment for one year from the date of layoff.
2. A regular status employee with at least five years but less than ten years of seniority will have preference for reemployment for two years from the date of layoff.
3. A regular status employee with ten years or more of seniority will have preference for reemployment for three years from the date of layoff.

Rights to recall and preference for reemployment are extended by periods of trial employment. Rights to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in limited or floater positions.

### ***H. Termination of Right to Recall and Preference for Reemployment***

An employee's rights to recall and preference for reemployment terminate when the employee accepts any career position and passes the trial employment period, if required. These rights also terminate if the employee refuses to be recalled, refuses a preferential job offer at the same or higher salary and same percentage of time, fails to respond to a written notice of an employment opportunity, refuses two offers of employment for a career position at the same or higher salary and same percentage of time as the position held at the time of layoff, or resigns.

## ***I. Service Upon Reemployment***

Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service. (See definition of “Break in Service” in [PPSM 2 \(Definition of Terms\)](#)). Benefits and seniority accrue only when on pay status.

## ***J. Severance Pay***

A regular status employee who has been laid off indefinitely or whose time has been reduced indefinitely will receive severance pay in accordance with the following guidelines, provided the employee has not elected recall or preference for reemployment in lieu of severance pay (Section F.):

1. **Severance Calculation.** The employee will be paid a lump sum amount of one week (5 workdays) of salary for each full year of service from the most recent break in service, up to a maximum of 16 weeks of base pay.

An employee whose time has been reduced indefinitely will receive severance pay for the percent of time reduced in accordance with the severance calculation above.

2. **Repayment.** An employee who has received severance pay under this policy and who returns to work in a career position with the University at the same or higher salary and at the same percentage of time as the position held at the time of layoff will repay to the University any portion of severance pay received that is in excess of the time the employee was on layoff status.

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## **IV. RESPONSIBILITIES**

### ***A. Implementation of the Policy***

The Vice President–Human Resources is the Responsible Officer for this policy and has the authority to implement the policy. The Responsible Officer may apply appropriate interpretations to clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy. The Chancellor is authorized to establish and is responsible for local procedures necessary to implement the policy.

### ***B. Revisions to the Policy***

The President is the Policy Approver and has the authority to approve policy revisions upon recommendation by the Vice President–Human Resources.

The Vice President–Human Resources has the authority to initiate revisions to the policy, consistent with approval authorities and applicable *Bylaws* and *Standing Orders* of the Regents.

The Executive Vice President–Business Operations has the authority to ensure that policies are regularly reviewed, updated, and consistent with other governance policies.

### ***C. Approval of Actions***

Actions within this policy must be approved in accordance with local procedures. Chancellors and the Vice President–Human Resources are authorized to determine

responsibilities and authorities at secondary administrative levels in order to establish local procedures necessary to implement this policy.

All actions applicable to PPSM-covered staff employees who are not Senior Management Group members that exceed this policy, or that are not expressly provided for under any policy, must be approved by the Vice President–Human Resources.

#### **D. Compliance with the Policy**

The following roles are designated at each location to implement compliance monitoring responsibility for this policy:

The Top Business Officer and/or the Executive Officer at each location will designate the local management office to be responsible for the ongoing reporting of policy compliance.

The Executive Officer is accountable for monitoring and enforcing compliance mechanisms and ensuring that monitoring procedures and reporting capabilities are established.

The Vice President–Human Resources is accountable for reviewing the administration of this policy. The Senior Vice President–Chief Compliance and Audit Officer will periodically audit and monitor compliance to this policy.

#### **E. Noncompliance with the Policy**

Noncompliance with the policy is handled in accordance with the Regents' [Guidelines for Corrective Actions Related to Compensation Practices](#) and [Guidelines for Resolution of Compensation and Personnel Issues Resulting from the Findings of Audits and Management Reviews](#).

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## **V. PROCEDURES**

The Responsible Officer may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation does not require approval by the President.

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## **VI. Contacts**

<b>Subject</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>
Policy	Rachael Howard	510-987-9859	<a href="mailto:Rachael.Howard@ucop.edu">Rachael.Howard@ucop.edu</a>

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## **VII. RELATED INFORMATION**

- [Personnel Policies for Staff Members 2 \(Definition of Terms\)](#) (referenced in Section III.I. of this policy)

- [Guidelines for Corrective Actions Related to Compensation Practices](#) (referenced in Section V.B. of this policy)
- [Guidelines for Resolution of Compensation and Personnel Issues Resulting from the Findings of Audits and Management Reviews](#) (referenced in Section V.B. of this policy)
- [Indefinite Layoff Benefits Checklist](#)
- [Personnel Policies for Staff Members 22 \(Probationary Period\)](#)
- [Personnel Policies for Staff Members 23 \(Performance Management\)](#)

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## VIII. FREQUENTLY ASKED QUESTIONS

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### General

**1. Do all employees who are laid off indefinitely or who have their time reduced indefinitely receive severance pay?**

Locations may choose to offer regular status employees who are laid off indefinitely or whose time has been reduced indefinitely with the option of electing the right to recall and preference for reemployment or severance pay. If a location does not offer employees this choice, then employees who are laid off indefinitely or who have their time reduced indefinitely will receive severance pay.

**2. Where can an employee obtain the information necessary to make an informed decision about the implications of electing the right to recall and preference for reemployment or severance pay?**

Employees can obtain this information from their local Human Resources Office.

**3. Is a reduction in time a type of layoff?**

Yes. If a career employee's time is reduced by the University it is considered a layoff and the employee is entitled to layoff rights.

### Temporary Layoff or Temporary Reduction in Time

**4. What is the difference between a temporary layoff and a furlough?**

A temporary layoff is due to an unplanned business-related event, usually an unexpected loss of funding. An employee is laid off for a short period of time (not to exceed four cumulative months in a calendar year) and then returns to work.

A furlough can be either:

- a. A plan or strategy to address a budget shortfall, or
- b. That portion of a partial year career appointment during which an employee does not work, planned in advance as part of the schedule. For example, a unit may not need certain staff during the summer months, so every year these employees do not work during July and August. Furloughs for partial year career employees may not exceed a total of three months in a calendar year.

## **Indefinite Layoff or Indefinite Reduction in Time**

### **5. *Why was performance added to the layoff policy?***

UC believes each employee's performance and contributions should count. The University has a long-term goal to build a stronger performance-based culture for its workforce and adding this policy revision helps support that goal.

### **6. *Does seniority still count?***

Yes, seniority still counts. Previous versions of the policy were interpreted as considering only seniority in layoff decisions. Performance was added to clarify that it is one of several key factors to be considered when deciding employee layoffs and/or reductions in time. The revised policy still allows managers to take seniority into account, and it clarifies that employee performance and ability to perform should also be carefully considered.

### **7. *How are skills/abilities and performance weighted relative to seniority?***

All three criteria – skills, performance, and seniority – are considered together. Ultimately, it's up to department management to decide, consistent with UC policy, operational needs, and local practices, how to weight the different factors.

### **8. *What if two or more employees have performed equally well?***

If there are two or more employees within the same layoff unit, the same job classification, and the same salary grade who have performed equally, the more senior employee will be retained. The more senior employee can choose to waive his/her seniority in order to be designated for layoff, subject to approval by the Layoff Department Head.

### **9. *Another employee and I have performed equally well. I have more seniority; however, I would like to waive my seniority and be laid off. What is the process for waiving my seniority?***

The process for waiving seniority will be determined locally. Contact your local Human Resources office for more information.

### **10. *If I waive my seniority will I still receive layoff rights?***

Yes, you will still receive layoff rights under the policy even if you choose to waive your seniority.

### **11. *What mechanism exists to ensure that performance among employees in the same layoff unit is evaluated and measured fairly and consistently?***

Managers are to use the same criteria and methodology within their departments for evaluating the performance of employees doing the same or similar jobs. This is to help reduce subjectivity and ensure that employees are evaluated fairly. Employees should remember that a number of options exist if they feel they've been inaccurately or unfairly evaluated. Contact your local HR representative to discuss your concerns.

**12. What if I haven't had a performance evaluation recently (or ever) – am I automatically at risk?**

No. Just because you haven't had a formal performance evaluation doesn't mean you are at risk, or that your performance "doesn't count" – it just means that it hasn't been documented formally. At the same time, the lack of documented performance doesn't offer any special protection either. If there is little or no documentation regarding your performance, then contact your local HR representative to talk through the situation. They will ensure steps are taken for you to have a performance evaluation done.

**13. How is service calculated when an employee's appointment percentage varied throughout his or her career?**

Service is calculated by multiplying the percentage appointment time by the amount of time worked and then summing the figures to arrive at the total number of years of service. For example:

Percentage of Appointment Time		Amount of time worked		Full-time Equivalent Years
50%	x	6 months	=	0.25 FTE years
80%	x	6 months	=	0.40 FTE years
100%	x	6 years	=	6.00 FTE years
50%	x	3 years	=	1.50 FTE years

The employee has worked a total of 8.15 FTE years.

**14. Can an employee choose to retire after being laid off?**

Yes, an employee who is eligible to retire can choose to do so. If the employee received severance pay, then he or she is subject to the repayment provision of the policy if he or she returns to active University employment within the period for which severance pay was received. Any return to UC employment is subject to the provisions of the [Policy on Reemployment of UC Retired Employees Into Senior Management Group and Staff Positions](#).

**Reemployment from Indefinite Layoff (Right to Recall/Preference for Reemployment)**

**15. What is the difference between the right to recall and the right to preference for reemployment?**

The chart below highlights the differences between the right to recall and the right to preference for reemployment:

Recall	Preference for Reemployment
<ul style="list-style-type: none"> <li>• Applies to Active and Vacant Career Position in the Same Department</li> <li>• Same Classification</li> <li>• Same Salary Grade (in the event of a classification assigned to different salary grades)</li> </ul>	<ul style="list-style-type: none"> <li>• Applies to Active and Vacant Career Position at the Same Campus</li> <li>• Same or Lower Salary Grade</li> <li>• Same or Lesser Percent of Time</li> </ul>

- |                                  |  |
|----------------------------------|--|
| • Same or Lesser Percent of Time |  |
|----------------------------------|--|

**16. If performance is a factor for consideration in making a layoff decision, can a department consider an employee's past performance when deciding whether to recall or offer a job under preferential rehire to that employee?**

Yes, hiring departments may consider an employee's past performance, along with skills and abilities and length of service, when making decisions about recalling or offering a job under preferential rehire to that employee.

**17. How many jobs can an employee apply for under preferential rehire?**

There is no limit to the number of jobs an employee can apply for. However, to apply for a job under preferential rehire, the position must be at the same campus, at the same or lower salary grade and at the same or lesser percentage of time as the position held by the employee at the time of layoff, and the employee must meet the qualifications of the position.

**18. Is trial employment the same as the standard probationary period for employees hired after a break in service?**

The difference between trial employment and probation is that if an employee is released during trial employment, he or she is placed back on layoff status without any loss of time toward the recall/preferential rehire eligibility period. If an employee is released during probation, he or she is separated from the University.

**19. If an employee chooses to retire after being laid off, can he or she also choose the right to recall and preference for reemployment?**

Yes, an employee who is eligible to retire can choose to do so and also retain recall/rehire rights if:

- a. The employee's location offers the option to choose between recall/preference for reemployment or severance pay, and
- b. He or she chooses the right to recall and preference for reemployment rather than severance pay at the time of layoff.

Because an employee who is eligible to retire must do so within 120 days of separation from the University in order to receive annuitant health benefits, the laid off employee may have had to choose to retire so as to retain health benefits, when in fact he or she would have preferred to continue working. The University provides these employees with the option of returning to work if a recall or reemployment opportunity arises, subject to UCRP reinstatement provisions and the [Policy on Reemployment of UC Retired Employees Into Senior Management Group and Staff Positions](#).

**Termination of Right to Recall and Preference for Reemployment**

**20. What happens if an employee refuses a recall or preferential rehire job offer?**

If the employee refuses a job offer while on preferential rehire or recall status, he or she may lose his or her preferential rehire and recall rights. See Section III.H. of the policy for more information.

## **Service Upon Reemployment**

### ***21. How is an employee's service credit affected if he or she receives severance pay?***

The employee's service credit will be lost for purposes of seniority and will not be counted if the employee is rehired by the University.

### ***22. Can an employee who receives severance and is subsequently rehired by the University buy back his or her service credit?***

No, according to UC Retirement Plan buyback provisions, an employee is not eligible to buy back his or her service credit because the buyback option does not apply to a break in service period or to a period of ineligible service such as indefinite layoff.

## **Severance Pay**

### ***23. How does the University determine the amount of severance an employee will receive?***

Policy provides for one week (5 workdays) of salary for each full year of service from the most recent break in service, up to a maximum of 16 weeks of base pay. Service is calculated in full-time-equivalent years.

For example, an employee who worked for 10 years at 50% appointment would have 5 full years of service (10 years x 50% appointment = 5 FTE years of service), so the employee would receive 5 weeks of severance pay at 100% salary.

Another way to calculate this would be to determine the employee's total hours on pay status since the date of the most recent break in service and divide by the number of full-time working hours per year (2088), and then round this number down to whole years. For example, an employee who has 30,935 hours on pay status will have 14.8 full years of service (30,935 hours ÷ 2088 hours = 14.8 FTE years of service), so the employee would receive 14 weeks of severance pay.

### ***24. How is severance calculated for an employee whose time was reduced for an indefinite period?***

The amount of severance is proportionate to the amount of time that was reduced. For example, an employee whose 100% appointment was reduced to an 80% appointment would receive a severance payment equal to 20% of his or her weekly base salary multiplied by the number of weeks that represent his or her years of service, up to a maximum of 16.

### ***25. What office is responsible for calculating the number of weeks of severance to be paid to an employee?***

Local procedures determine whether the employee's department, Human Resources, Payroll, or another appropriate office is responsible for calculating the amount of severance paid to an employee.

**26. Will a break in service occur if an employee receives severance pay or elects severance pay rather than the right to recall and preference for reemployment?**

Yes, a laid off employee who receives or elects severance will have a break in service because the employee is considered separated from the University. If the employee is rehired, a break in service has still occurred, regardless of the time period within which the rehire occurs, and seniority begins to accrue anew.

In contrast, an employee who elects the right to recall and preference for reemployment retains continuity of service if reemployment occurs within the employee's period of right to recall and preference for reemployment. However, benefits and seniority accrue only when the employee is on pay status.

**27. Are severance payments considered to be wages?**

Severance payments are considered to be wages and are taxed. However, for unemployment insurance purposes, severance payments are not considered to be wages since they are provided by the University for termination assistance and as a supplement to unemployment insurance. Thus, a laid off employee who receives severance may file a claim for unemployment insurance benefits.

**28. When must severance be paid?**

If notice was provided to the employee, severance must be paid on the last day of employment. If pay in lieu of notice was provided to the employee, severance must be paid within 72 hours of separation.

**29. What are the repayment terms for severance if an employee returns to University employment within the period for which he or she received severance pay?**

The repayment provision authorizes the University to collect excess severance from an employee who returns to work, but the details of how and when may be determined locally.

**30. How much severance must be repaid if an employee receives 10 weeks of severance and then is rehired after 6 weeks? What if an employee is rehired after 7.5 weeks?**

If the employee is rehired after 6 weeks, 4 weeks of severance must be repaid because that is the difference between the number of weeks of severance the employee received and the number of weeks he or she was actually laid off. If the employee was rehired after 7.5 weeks, 2.5 weeks of severance must be repaid.

**Benefits**

**31. What is the effect of layoff on an employee's medical, dental, and vision benefits?**

Coverage ends on the last day of the last month for which premiums are paid. An employee may be able to continue coverage for some benefits for a limited time. Employees should refer to the [Indefinite Layoff Benefits Checklist](#) and speak with a benefits representative to learn more about their options.

### **32. What happens to accrued vacation and sick leave when an employee is laid off?**

Any accrued vacation leave earned through the last day of employment will be paid upon separation. Accrued sick leave is not paid upon separation; however, an employee who is reemployed during the period of recall and preferential rehire will have all accrued sick leave reinstated.

Employees who receive severance pay separate from the University and a have break in service. If the employee is subsequently reemployed after a separation of less than 90 calendar days, he or she will have all accrued sick leave from the employee's prior service reinstated. If the separation from employment status is 90 or more calendar days but less than six months (or 180 days), up to 80 hours of accrued sick leave will be reinstated. If separation is for six months (or 180 days) or more, accrued sick leave will not be reinstated.

Employees who retire and choose a monthly retirement income will have any accrued sick leave converted to UCRP service credit under the terms and conditions of the UC Retirement Plan. Consequently, no sick leave will be reinstated if a retiree returns to University employment.

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## **IX. REVISION HISTORY**

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Policy changes effective as of November 1, 2011:

- Locations must offer severance pay to regular status employees subject to indefinite layoff or indefinite reduction in time, or they may choose to offer these employees the option to elect rights to recall and preference for reemployment in lieu of severance pay.
- Periods of temporary layoff or temporary reduction in time need not be adjacent but cannot exceed a total of four cumulative months in a calendar year.
- Criteria when determining order of layoff must include relevant skills, knowledge and abilities, documented performance, and length of service.
- Employees with priority for retention may waive their seniority in order to be designated for layoff.
- Time on leave with or without pay will not be counted as qualifying service for the purpose of completing a trial employment period.

As a result of the issuance of this policy, the following documents are rescinded as of the effective date of this policy and are no longer applicable:

- *Personnel Policies for Staff Members 60 (Layoff and Reduction in Time from Professional and Support Staff Career Positions)*, dated July 1, 2003