

ARTICLE XV
LAYOFF, REDUCTION IN TIME, AND RECALL

Section A: **GENERAL**

The University shall, in its sole discretion, determine within each individual layoff unit: Capital Projects and Facilities Management (CPFM); Medical Center Facilities Management (MC); and Langley Porter Psychiatric Institute (LPPI); when and where layoffs or reductions in time are to occur, the duration of such a layoff or reduction and which class titles, shops and locations will be involved.

Section B: **NOTICE**

An employee who is to be laid off or reduced in time will receive, in writing a fourteen (14) calendar day notice of the effective date of the layoff or reduction, or pay in lieu of notice at the option of the University. A copy of the notice will be sent to the Union.

Section C: **LAYOFF/REDUCTION IN TIME PROCEDURE**

When an employee is to be laid off or reduced in time, it will be accomplished except as provided below, by inverse order of seniority from each class title within each Capital Projects and Facilities Management Department Shop; the Langley Porter Neuropsychiatric Institute Shop; Mount Zion Shops. The University has the sole discretion to retain employees irrespective of seniority, who possess special skills, knowledge or abilities which are not possessed by other employees in the same class title and shop, and which are necessary to perform the functions of the department.

Section D: **RECALL ELIGIBILITY- PERMANENT POSITIONS**

A non-probationary employee who is laid off or placed on a reduced time schedule shall be eligible to be recalled to the employee's former class in order of seniority when a vacant position exists and is to be filled, as determined by the University. An otherwise eligible employee must be qualified, as determined by the University, to fill the vacancy. Probationary employees shall not have a right to recall. Employees who are eligible for recall or reinstatement to their prior percent of time shall retain recall eligibility for one (1) year.

Section E: **RECALL ELIGIBILITY- TEMPORARY POSITIONS**

1. For purposes of this section, a temporary position is defined as one which is established at a fixed or variable percentage of time of at least fifty percent or more but which has a defined ending date of less than one year from its start date.
2. Employees on layoff status with a right to recall are eligible to be recalled to temporary positions in order of seniority. The University will provide as much notice as possible prior to the start of a temporary assignment, but in any event no less than forty-eight (48)

hours' notice. The University will make a good faith effort, when offering a temporary position to an employee, to apprise the employee of the anticipated length of the position. Similarly, the University will provide as much notice as possible to an employee occupying a temporary position of the end of the assignment. The University will not be obligated, however, to provide the fourteen (14) day notice of the effective date of layoff, from the temporary position in accordance with Section B of this Article.

3. An employee is entitled to refuse an offer of temporary employment, regardless of length, without forfeiting the right to recall to a permanent position pursuant to the provisions of Section D and Section G of this Article. The acceptance of a temporary position, however, will extend an employee's recall rights under Section D and Section G of this Article to a period of one year from the ending date of the temporary position.

4. Under the University benefit plans, benefits cannot be provided for employees appointed to positions for less than three (3) months, irrespective of the percentage of appointment. Employees appointed to positions for more than (3) months, but less than one (1) year, are eligible for "core" benefits. In recognition that there is a less advantageous benefit package available to employees in temporary positions, the University will pay employees recalled to temporary positions a supplement of \$4.00/hr.

5. Employees recalled to temporary positions may be released from employment at any time at the discretion of management. Such action shall not be grievable or arbitrable in accordance with Articles XX, XXI and XXII of the Agreement. However, such an action will not render that employee ineligible for recall in accordance with Section D of the Agreement unless the employee is given written notice in accordance with the procedures of Article XX, Section C, of the Agreement. In that circumstance, the action of the University in terminating the employee will be grievable and arbitrable in accordance with the provisions of Articles XX, XXI, and & XXII of the Agreement.

Section F: TEMPORARY EMPLOYEE POOL

A pool of prospective temporary employees will be established for the purpose of providing additional work opportunities for skilled trades employees. (See Appendix D) The intent of establishing this pool is to provide temporary work for employees in the skilled trades rather than to subcontract this work. The temporary employee pool will not be used to supplant permanent employees. Preference for the work opportunities through the temporary employee pool will be given to those employees on layoff status. The procedures and requirements for prospective employees to be included in this pool will be provided to the Union. Employees hired to perform work from the temporary pool will receive a supplement of \$4.00 per hour in lieu of benefits.

Section G: TERMINATION OF RECALL RIGHTS

The right to recall terminates if:

an employee refuses to respond affirmatively within five (5) calendar days of receipt of University inquiries concerning the employee's desire to return to work;

refuses a recall to work in one's former class when the employee is capable of doing the work;

accepts a career position at the same or higher salary within the University;

the time frame in Section D above has expired.

Section H: SERVICE AND BENEFITS

Recall within an employee's period of recall eligibility does not create a break in service. Benefits and seniority accrue only when an employee is on pay status.

Section I: SENIORITY

For purposes of this Article, seniority is defined as the number of continuous full time equivalent months on pay status with the University since the date of employment or the last break in service, whichever is later.

For employees hired on April 1, 2000, who previously worked for UCSF Stanford Health Care, their UCSF Sanford Health Care seniority dates are recognized.

For the purpose of this article, the pre-October 31, 1997 hire date by UCSF shall be the date of hire for those employees who worked for UCSF Stanford Health Care from November 1, 1997 through March 31, 2000, without a break in service and returned to employment with UCSF as of April 1, 2000.