

ARTICLE 28 - LAYOFF AND REDUCTION IN TIME

A. Should the University determine that layoffs are necessary due to lack of work or lack of funds, the following shall apply.

B. Definitions

1. Temporary layoff affecting a career position is for a specified period of less than four (4) calendar months from the date of layoff.
2. Indefinite layoff affecting a career position is one which is four (4) or more calendar months.
3. Reduction in time is either temporary or indefinite and affects a career position resulting in a reduction in the percentage of full-time employment.
4. Whenever the term layoff is used in this Agreement it shall be construed to encompass both indefinite layoff and indefinite reduction in time as defined above.

C. The University shall attempt to minimize indefinite layoffs from career positions by first reviewing the necessity for existing casual positions within the department. When a vacancy exists within the layoff 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 department head determines that the employee is qualified to perform the duties of that position.

D. Temporary Layoff and Temporary Reduction in Time

1. 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 twenty (20) calendar days prior to the effective date.
2. If an indefinite layoff or indefinite reduction in time should become necessary while an employee is on temporary layoff or reduction in time, the procedures for indefinite layoff or indefinite reduction in time, as set forth in Section E below, shall be applied.

E. Indefinite Layoff and Indefinite Reduction in Time

1. Indefinite layoffs and reductions in time are by class (title code) or by craft within a department. For purposes of this Article, a craft is defined as employees in the journeyman and lead positions. The order of indefinite layoff and reduction in time of employees in the same class or craft within a department 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 or craft. Such exceptions shall be documented in writing.

2. Seniority. Seniority shall be calculated by the number of career full-time equivalent months (or hours) of UCLA service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be deemed the least senior.
3. Notice. Whenever feasible, an employee will receive at least thirty (30) calendar days written notice prior to indefinite layoff or reduction in time. If less than thirty (30) calendar days notice is provided, the employee shall receive straight time 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. Prior to 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.

F. Reemployment from Indefinite Layoff

1. Right of Recall to Department of Layoff. A non-probationary career employee who is separated or whose time base 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. Such position must be in the same class or craft, department and at the same or lesser percentage of time as the position held at the time of layoff.
2. Preference for Reemployment or Transfer. A non-probationary career employee who has been separated or whose time has been reduced due to indefinite layoff or who has received written notice of indefinite layoff or reduction in time within the two (2) calendar months prior to the effective date of layoff shall be granted preference within the Unit for reemployment or transfer to any active or vacant career position for which the employee is qualified provided 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 at the time of layoff.
3. Rejection of Employees With Reemployment Rights. Department heads may reject a non-probationary career employee with preference for reemployment or transfer only if the employee lacks qualifications required of the position. Written reasons for rejection shall be provided by the department head to the employee and to the Union.
4. Reemployment at Another University Location. The Employment Manager shall assist a non-probationary career employee on indefinite layoff who wishes to seek employment at another campus or laboratory.

G. Duration of Recall and Preference Rights

1. A non-probationary career employee with less than five (5) years of seniority shall have recall and preference rights for reemployment for a period of one (1) year from date of layoff.

2. A non-probationary career employee with at least five (5) but less than ten (10) years of seniority shall have recall and preference rights for reemployment for a period of two (2) years from date of layoff.
3. A non-probationary career employee with ten (10) or more years of seniority shall have recall and preference rights for reemployment for a period of three (3) years from the date of layoff.
4. Employees shall respond affirmatively to periodic inquiries as to their desire to return or availability. In the event that an employee is no longer available or desires not to return, the right to recall and preference for reemployment shall expire one year after the effective date of layoff.
5. Rights to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in casual University positions.

H. Termination of Right to Recall and Preference

Right to recall and preference for reemployment terminate if an employee:

- a. Refuses an offer to return to a position, at the same or greater percentage of time, to the department and class or craft from which laid off; or,
- 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 at the time of layoff; or,
- d. Is no longer available for the reasons specified in Section G.4 above; or,
- e. Fails to respond to written notice of an employment opportunity.

I. Acceptance of Employment

Preference for reemployment terminates if an employee accepts any career position at UCLA.

J. 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.

K. General Effect on Benefits

1. Subject to the employee's payment of full premiums, 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.

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