ARTICLE 18
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 casual 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 lack of work or lack of funds. The Department Head shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing casual positions 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 the employee is qualified to perform the duties of that position.

   2. The Department Head has the authority to layoff an employee for an indefinite period after reviewing the proposed action with the appropriate HR officer.

   3. An employee scheduled for indefinite layoff from a career position shall be considered for transfer to another position within the bargaining unit 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 one hundred and twenty (120) calendar days or less, the provisions of A.3. and C.1. through D.12. 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.

C. Indefinite Layoff and 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 by craft 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, which are necessary to perform the ongoing functions of the department. Employees in lead classifications, upon indefinite layoff or reduction in time, shall have the right to bump the least senior employee in the same craft in the department. Employees in Lead
Maintenance A or Lead Maintenance B classifications, upon indefinite layoff or reduction in time, shall have the right to bump the least senior employee in the lead’s most recent craft at UCSD, if any.

2. **Seniority**
   For the purpose of this article only, seniority is determined by an employee’s most recent hire date in a staff career position. Employment prior to a break in service shall not be counted. When unit employees have the same date of hire, seniority shall be determined according to alphabetical order of the last name. 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.

3. **Notice**
   An employee will receive at least thirty (30) calendar days' advance written notice prior to indefinite layoff or reduction in time, whenever feasible. If less than fifteen (15) 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 fifteen (15) 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 regular status employee shall be informed of the procedures for recall and preferential rehire.

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 to the UCSD Skilled Crafts Unit 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, craft and Department 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 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 date shall be granted preference within the UCSD Skilled Crafts Unit for reemployment or transfer to any active or vacant position for which the employee is qualified when the position is:

      a. within the bargaining unit;

      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 yet 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 designated University official.

4. **Duration of Right to Recall and Preference for Reemployment**

   a. A regular status employee with less than five (5) years of seniority shall have right to
      recall and preference for reemployment for one (1) year from date of layoff.

   b. An employee with at least five (5) but less than ten (10) years of seniority shall have
      right to recall and preference for reemployment for two (2) years from date of layoff.

   c. An employee with ten (10) years or more of seniority shall have the right to recall and
      preference for reemployment for three (3) years from date of layoff. Time on unpaid
      status does not affect the seniority calculation.

5. 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 (1) year.

6. Right to recall and preference for reemployment continue during, but are not extended
by, temporary periods of employment in casual positions.

7. **Termination of Right to Recall and Preference**
   Right to recall and preference for reemployment terminates if an employee:

   a. Refuses an offer to return, at the same or greater percentage of time, to the
department and 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.

8. In addition, preference for reemployment terminates if an employee accepts any career position.

9. 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 designated University official, both recall and preference may be reinstated.

10. 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 - Effect on Benefits
1. 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.