ARTICLE 18
LAYOFF AND REDUCTION IN TIME

1. The CAMPUS or LABORATORY shall in its sole discretion determine when and where layoffs or reductions in time are to occur and whether they are to be temporary or indefinite. An indefinite layoff is a layoff for a specified period of four (4) calendar months or more, or for an indefinite period.

The CAMPUS or LABORATORY shall also retain sole discretion to determine those class titles and locations where layoffs and/or reductions in time are to occur.

Whenever feasible, an employee and the UNION shall be given thirty (30) calendar days advance written notice of the effective date of any pending indefinite layoff. 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 (30) calendar days notice.

In the event of an anticipated indefinite layoff of five or more full-time-equivalent (FTE) employees on the same effective date, the UNIVERSITY shall give forty-five (45) calendar days notice to the UNION.

Layoff and/or reduction in time is affected by CAMPUS or LABORATORY, department, and by classification.

The order of indefinite layoff or reduction in time of employees in the same classification within a department shall be in inverse order of position seniority except that the CAMPUS or LABORATORY has the sole discretion of retaining employees irrespective of seniority, who possess special skills, knowledge or abilities which are not possessed by other employees in the same classification, and which are relevant to the operations of the UNIVERSITY. If an employee with less seniority is retained, the CAMPUS or LABORATORY shall notify the union in advance of the layoff date and in writing of the special skills, knowledge and abilities which support the retention of the less senior employee. If the UNION wishes to meet and discuss the out of seniority layoff, a written request must be made to the head of the department planning the layoff within thirty (30) days of service of the notice to the UNION. Failure to submit the request in writing within the thirty (30) day period will result in a waiver of the right to meet and discuss.

2. For purposes of this article, commencing January 1, 1994, seniority is the number of full-time equivalent months on pay status in the employee's current classification (title code) since the date of employment or the last break in service or separation, whichever is later. An employee's seniority also includes the number of full-time equivalent months on pay status in the lead or journey level classification associated with the currently held classification since the date of employment or the last break in service or separation, whichever is later. This seniority is called “position seniority.” For purposes of layoff, if employees possess the same position seniority in a layoff unit, the date of hire with the University will prevail.
After January 1, 1994, when an employee transfers or is promoted to a classification within the unit which requires craft skills and abilities different from the position currently held, the employee will retain the position seniority earned in the old classification. The employee will begin to accrue separate position seniority in the new classification.

All seniority accrued prior to January 1, 1994 in title codes listed in Article 1 of this Agreement or in pre-1972 title codes from which the present ones were derived will be credited to the position seniority of the employee for the classification held by the employee on January 1, 1994.

3. Employees who are laid off or receive a reduced time schedule shall be recalled in order of their position seniority when a vacant position exists for which they are qualified as determined by the CAMPUS or LABORATORY.

Probationary, CAMPUS contract employees (Term-limited employees at the LABORATORY), and temporary employees shall not have a right to recall.

Employees eligible for recall shall retain eligibility for one year.

The right to recall terminates if:

   a. an employee fails to respond affirmatively to CAMPUS or LABORATORY inquiries concerning the employee's desire to return to work;

   b. refuses a recall to work at the same classification and percentage of time; or

   c. accepts a full-time permanent position at the same or higher salary within the UNIVERSITY.

4. The right to recall does not terminate and is not extended for an employee on layoff who accepts any temporary position with the UNIVERSITY.

A temporary layoff does not create a break in service. A temporary layoff is one for a specified period of less than four (4) calendar months. Recall within an employee's period of recall eligibility does not create a break in service. Benefits and seniority accrue only when employees are on pay status and/or reduction in time.

The seniority provisions of this Agreement do not apply to temporary layoffs.

5. Employees who are laid off or receive a reduced time schedule and who apply for an open, vacant position in the bargaining unit at either the CAMPUS or LABORATORY shall be granted preferential rehire if:

   1) They meet the qualification requirements for the position as determined by the CAMPUS or the LABORATORY

   2) The position is at the same pay or lower, and
3) The position is at the same or lesser percentage of time as the position held by the employee at the time of layoff.

An employee who is rehired under preferential rehire may, on written notification, be required to serve a trial employment period of up to six months on 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 the division or department head's discretion. Time spent in trial employment will not count against the period of eligibility for recall or preferential rehire.

Preferential rehire rights terminate if the employee is recalled (or refuses a recall) to work at the same classification and percentage of time or accepts a full-time permanent position under preferential rehire rights.

Probationary, CAMPUS contract employees (Term-limited employees at the LABORATORY), and temporary employees shall not have preferential rehire rights.

Employees eligible for preferential rehire shall retain eligibility for one year.