ARTICLE 26
SEVERANCE/JOB ABANDONMENT/RESIGNATION

SEVERANCE PAYMENTS

For the LABORATORY only:

A. GENERAL

Permanent employees, and apprentices, who are eligible for vacation and sick leave credits and are laid off from employment for an indefinite period due to lack of work or lack of funds, are eligible for severance payments in accordance with the following provisions.

B. DEFINITIONS

The following definitions shall apply for purposes of severance payments.

1. Continuous Service

Service is continuous if an employee is on LABORATORY pay status each month without a break in service. A break in service occurs when there is a separation from LABORATORY employment status.

   a. Periods on an approved leave without pay for military service, illness, injury compensable by Workers' Compensation, assignment to another research organization at the direction of the LABORATORY, or an approved leave without pay for any period of thirty (30) days or less are counted as periods of continuous service for the purposes of severance pay, as are periods on pay status before and after any other approved leave without pay.

   b. Periods of employment prior to a break in service are not counted as periods of continuous service for purposes of severance pay.

   c. Continuous service is reestablished when an employee is recalled from layoff.

2. Equivalent Job

An equivalent job is any permanent position with the UNIVERSITY at a beginning salary at least equal to the salary paid the employee in the job from which that employee was laid off, regardless of salary range.

3. One Week's Pay

One week's pay for hourly rated employees is defined as the basic hourly rate (excluding shift differential and overtime) x 40 hours or the specifically approved workweek.
C. SEVERANCE PAYMENT CALCULATIONS AND METHODS OF PAYMENT

1. Calculation

The severance payment will be made in an amount equal to one week's pay for each year of continuous full-time equivalent service (a fractional year of full-time service of six months or more is counted as one year of service), not to exceed a total of 26 weeks pay, except that for employment begun after June 30, 1972, the payment will be made only if the period of continuous full-time equivalent service is five years or more.

2. Method of Payment

An employee will have the option of selecting a lump-sum payment at time of termination or payment in biweekly installments.

D. LIMITATIONS

1. Layoff

Severance payments will not extend the period of employment beyond the date of termination due to layoff.

2. Previous Service Payment

Severance payments made to an employee will not include payment for any period of service for which the employee has previously received such payment.

3. Exceptions

Severance payment will not be made to any employee who terminates for any reason other than layoff, with the following exceptions.

a. An employee who resigns after receiving formal notification of layoff but prior to the effective date of layoff may be provided severance payments with the approval of the Associate Laboratory Director for Administration.

b. An employee who resigns in lieu of another employee who would have been laid off may be provided severance payments with the approval of the Associate Laboratory Director for Administration. Normally, such approval will be given only if the resignation will not have a detrimental effect on work in progress and if the employee concerned had not announced plans to resign or retire prior to the announcement of a layoff within the employee's Division.

4. Transfer

Severance payments will not be provided to an employee who transfers to another
UNIVERSITY permanent position nor to an employee who refuses a transfer to an equivalent job with the UNIVERSITY.

E. REEMPLOYMENT

Should an individual who has received severance payments be rehired at the UNIVERSITY before the expiration of the number of weeks for which the employee has received severance payments, the amount of the balance shall be credited as an advance on earnings.

For the CAMPUS only:

F. The CAMPUS will offer the following severance plan for employees placed on indefinite layoff:

1. Employees with 0-2 years of continuous service in the bargaining unit-No severance
2. Employees with 3-5 years of continuous service in the bargaining unit-2 weeks severance
3. Employees with 6-10 years of continuous service in the bargaining unit-4 weeks severance
4. Employees with 11-15 years of continuous service in the bargaining unit-8 weeks severance
5. Employees with 16-20 years of continuous service in the bargaining unit-12 weeks severance
6. Employees with more than 20 years of continuous service in the bargaining unit-16 weeks severance
7. Employees who elect severance will waive all recall rights
8. If an employee receiving severance is rehired to a position with the University before the expiration of the period covered by the severance, the employee will re-pay UCPS the remainder.
9. Each layoff unit shall, in each instance of indefinite layoff, not reduction in time, offer severance in lieu of recall rights to all employees in the unit affected by the layoff. A career employee who has received a notice of indefinite layoff may elect in writing, severance pay in lieu of recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. If the employee does not elect within fourteen (14) calendar days the option for severance pay is forfeited, and the employee will retain their recall rights.

G. JOB ABANDONMENT/RESIGNATION
The University may treat failure to report to work for five (5) or more consecutive scheduled days without notice as an employee’s abandonment of, and resignation from, her/his University position.

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee’s right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee’s last known mailing address.

2. At the option of the employee, her/his response may be written or may be a meeting with a designated University official who has the authority to effectively recommend reinstatement of the employee.

3. Following the employee’s timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision.

4. Separations for job abandonment may be grieved/arbitrated solely to determine if job abandonment as defined under this article has occurred and if the University satisfied its obligations in 1 above.

5. If the arbitrator determines that job abandonment has occurred and the University has complied with 1 above, they shall have no authority to overturn or modify the University’s action.

6. The University shall notify the employee in writing at the employee’s last known mailing address of all actions taken under the provisions of this Article.