

**ARTICLE 16  
LAYOFF AND REDUCTION IN TIME**

**A. GENERAL CONDITIONS**

1. Layoffs may be temporary or indefinite and may occur because of budgetary reasons, curtailment of operations, lack of work, reorganization, or redefinition of the University's or department's needs.
2. The University shall have the sole, non-grievable, non-arbitrable right to determine:
  - a. when temporary or indefinite layoffs in career positions shall occur, the units of layoff, and the unit in which the layoffs shall occur, and
  - b. which classification and/or positions are to be subject to layoff.
3. If the University determines that a layoff is necessary, it will be accomplished in accordance with the provisions of this Article.
4. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give IAFF advance notice of at least thirty (30) calendar days, if feasible, and upon request shall meet and discuss such proposed changes. Changes to a layoff unit shall not occur more frequently than every one-hundred twenty (120) calendar days.
5. The terms of this Article shall not apply to probationary or non-career employees, except as specifically provided in this Article.

**B. DEFINITIONS**

1. A layoff is an involuntary:
  - a. separation of an employee from employment as implemented in accordance with the provisions of this Article, or
  - b. transfer of a career employee to a non-career position, or
  - c. reduction in the appointment rate of an individual employee, or
  - d. reassignment of an employee in a full-time career position to a partial-year career position, to a limited appointment position, or to a part-time position at a fixed or variable percentage of time.
2. A temporary layoff occurs when the University specifies an affected employee's date for return to work of not more than one-hundred twenty (120) calendar days from the effective date of the layoff.

3. An indefinite layoff occurs when the affected employee receives no date for return to work, or no date of restoration to her/his former appointment rate.

## **C. TEMPORARY LAYOFF**

If the University determines that a temporary layoff of one-hundred twenty (120) calendar days or less is imminent, it shall be implemented in accordance with the provisions of this Section.

### **1. Notice**

When the University identifies the particular employee(s) to be affected by a temporary layoff, it shall give the individual employee(s) written notice of the expected beginning and ending dates of the temporary layoff as follows:

- a. The University shall give, if feasible, fifteen (15) calendar days' notice of the expected beginning and ending dates of the layoff to the affected employee(s).
- b. If less than fifteen (15) calendar days' notice is given for temporary layoff, the affected employee(s) may receive straight-time pay in lieu of notice for each additional day the employee(s) would have been on pay status had the employee(s) been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for reductions in appointment rate only for the difference between the two rates.
- c. If the ending date of the temporary layoff is changed and the total duration of the temporary layoff is less than one-hundred twenty (120) calendar days, the University shall give the affected employee fourteen (14) calendar days' notice of the date to return to work. The employee shall return to work on the date provided in the notice, unless the employee and the University agree otherwise.
  - 1) The employee shall return to work on the date provided in the Section C.1 Notice, above, and shall notify the University in advance if s/he is unable to do so. The University and the employee shall attempt to establish a mutually agreeable return date. If, due to operational considerations, the University cannot accommodate the employee's request for an alternate return date, s/he will be considered to have resigned effective on the date provided in the notice in Section C.1, above.
  - 2) Notice of a change in temporary layoff dates does not invoke the 'pay in lieu of notice' provisions of this Article.

### **2. Conversion of Temporary to Indefinite Layoff**

For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar days' notice, if feasible. If less than thirty (30) calendar days'

notice is given, the employee will receive fifteen (15) calendar days' pay in lieu of notice.

#### **D. INDEFINITE LAYOFF**

The University shall effectuate indefinite layoffs as follows:

##### **1. Alternatives to Layoff**

- a. In order to avoid a layoff, the University may reassign an employee to a position for which the employee is qualified at the same or greater percentage of time and at the same or higher rate of pay. Such action will nullify the layoff.
- b. The University may institute the State of California Work Sharing Unemployment Insurance Program on each campus where applicable.

##### **2. Selection for Layoff**

- a. The order of indefinite layoff of employees in the same classification within the layoff unit shall be in inverse order of seniority. In the event all employees in a layoff unit are equally affected by layoff of ten percent (10%) or less, seniority provisions do not apply.
- b. "Seniority" is calculated by full-time-equivalent months (or hours) of University 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 considered the less senior employee.
- c. The University may retain employees irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other employees in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the department. If an employee with less seniority is to be retained, the University shall notify the union in advance of the layoff date and in writing of the special knowledge, skills and abilities which support the retention of the less senior employee.
- d. The department head shall select employees for layoff, but shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited appointment and casual/restricted positions within the department.
- e. Where electronic job placement bulletin boards are in use, the University shall provide bargaining unit members access to such placement bulletin boards to the same degree as such bulletin boards are made available to other staff employees. Employees who are laid off will be provided

information about other University location's job placement bulletin boards according to local procedures.

### **3. Notice**

- a. When the University identifies particular employees to be affected by an indefinite layoff, it shall give individual written notice of the effective date of the layoff to each affected employee and the union. Advance notice will be provided as follows:
  - 1) For indefinite layoff, the University shall give sixty (60) calendar days' notice, if feasible. In no event shall an employee receive less than thirty (30) calendar days' notice of indefinite layoff or pay in lieu of notice. The University may pay up to thirty (30) days of the sixty (60) day notice period in lieu of notice. If pay is in lieu of notice, the University will pay the employee straight time pay for each day the employee would have been scheduled to work up during the notice/in lieu period. For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar days' notice, if feasible.
- b. An employee shall be provided all rights under Section D.4 and D.5, below, beginning at the time of notification of her/his indefinite layoff.
- c. At the time of layoff, an employee shall receive information on how to activate preference and recall rights according to UC Davis campus procedure. Eligible employees must indicate an interest in, and eligibility for the specific preference and/or recall rights. If the employee requests information about preference, recall rights, and active, vacant openings, the University will provide information about how to access job opening information. The University will, upon the submission of the employee's employment application, confirm the eligibility for preference or recall and will assess the employee's qualifications for the applicable position.

### **4. Recall**

- a. Career employees who are indefinitely laid off shall have a right to be recalled, in order of seniority of those employees applying for recall, to an active, vacant career position for which the employee is qualified, in the same classification and department from which they were laid off. An active career position is a position which the University, in its sole discretion, determines to fill. The eligible employee shall file a timely application for recall and self-identify that they are eligible for recall.
- b. Career employees who are eligible for recall shall retain recall eligibility based on the amount of University service at the time the layoff occurs as follows:

- 1) Recall eligibility of one (1) year for up to five (5) years' University service,
  - 2) Recall eligibility of two (2) years for up to ten (10) years' University service,
  - 3) Recall eligibility of three (3) years for more than ten (10) years' University service.
- c. Employees recalled from layoff status who are not returned to their same job and who fail to perform satisfactorily, as determined by the University, may at any time during the six (6) months following such recall be returned to layoff status with restoration of the unused portion of their recall rights.
- d. The right to recall terminates at the end of the eligibility period.

**5. Preferential Rehire**

- a. A non-probationary career employee who is indefinitely laid off shall have preferential rehire status for an active, vacant career position. An active career position is a position which the University, in its sole discretion, determines to fill. The eligible employee shall file a timely application for preference and self-identify that they are eligible for preferential rehire according to this Section.
- b. Eligible employees will be rehired, provided:
- 1) the active, vacant career position is in the same bargaining unit as the position from which the employee was laid off; and
  - 2) the active, vacant career position is in a class with the same or lower salary range maximum as the class from which the employee was laid off; and
  - 3) the active, vacant career position is at the same or lesser percentage of time as the position from which the employee was laid off, except as provided in Section D.6, below.
- c. The laid off non-probationary career employee will, along with any other qualified laid off University employees, be given preferential consideration for an active, vacant career position which is being filled by the UC Davis campus, provided the conditions in Section D.5.b.1) through D.5.b.3) above are met. Qualified laid off University employees will be interviewed for the position. In order to be placed in such a position, the employee must file a timely application and be fully qualified to perform the duties of the position.
- d. Employees who are eligible for preferential rehire status with less than five (5) years of seniority at the time the layoff occurs shall retain preferential rehire status eligibility for one (1) year. Employees who are

eligible for preferential rehire status with five (5) years, but less than ten (10) years seniority at the time the layoff occurs shall retain preferential rehire status eligibility for two (2) years. Employees who are eligible for preferential rehire status with ten (10) years or more seniority shall retain preferential rehire status eligibility for three (3) years. An employee may exercise her/his rights to preferential rehire immediately after the employee receives written notification of layoff and meets with the campus representative designated in the layoff notice.

- e. Employees preferentially rehired from layoff status who fail to perform satisfactorily may, at any time during the six (6) months following such return, be returned to layoff status with restoration of full preferential rehire status. In addition, an employee, at her/his option, may request to be returned to layoff status within sixty (60) calendar days of rehire. The time on job status will not be counted as part of preferential rehire eligibility time.
- f. According to local UC Davis procedures, employees who are on layoff status and who indicate an interest in University-offered training classes will be offered classes when there are spaces available after the location's deadline for active employees to sign up.
- g. Preferential Rehire Termination

The preferential consideration described above shall terminate at the end of the period of eligibility described in Section D.5.d, above, or if an employee:

- 1) refuses an offer to return, at the same or greater percentage of time, to that department/division and class from which laid off; or
  - 2) accepts any career position; or
  - 3) 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.
6. If an employee voluntarily reduces her/his time due to budgetary reasons, curtailment of operations, lack of work, reorganization, or redefinition of the University's or department's needs within one (1) year prior to her/his layoff, the employee is entitled to recall/rehire rights to a percentage appointment equal to that from which the employee voluntarily stepped down. In order to be eligible for such increased recall/rehire rights, the employee must submit to her/his supervisor a written statement confirming the offer for the voluntary reduction in time when the voluntary reduction in time occurs and her/his supervisor must approve the voluntary reduction in time.

## **E. CONTINUITY OF SERVICE UPON REEMPLOYMENT**

1. A layoff of one-hundred twenty (120) calendar days or less does not create a break in service.
2. Reemployment in a career position within the period of right to recall or preferential rehire does not create a break in service.
3. Seniority accrues, and benefit accruals are accumulated, only when an employee is on pay status.

**F.** In the event an alleged violation of this Article with regard to notice is grieved/arbitrated, any remedy, settlement or arbitrator's award or decision acknowledging improper notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make the employee whole for the number of days the notice was deficient. In no case shall such amount be calculated for a period of greater than sixty (60) calendar days.