

ARTICLE 16 – LAYOFF, REDUCTION IN TIME, RECALL

A. General Provision

The University shall make every effort to avoid layoffs. The University shall determine when indefinite or temporary layoffs or reductions in time are necessary. The University shall determine the classification titles and locations where layoffs or reductions in time are to occur.

B. Notice

A non-probationary career employee scheduled for layoff or reduction in time shall be given thirty (30) calendar days advance written notice of the effective date of layoff or reduction in time. AFSCME shall be given written notice at the same time that the University notifies the employee.

C. Definition

A layoff is a separation from employment because of budgetary reasons, lack of work, reorganization or redefinition of the University's needs. For the purposes of this Article, layoffs shall include involuntary reductions in regularly scheduled hours of work. Layoffs may be temporary or indefinite. A temporary layoff is for a specified period of less than four (4) calendar months. An indefinite layoff is for an unspecified period of time or for a specified period of time which is four (4) calendar months or greater.

D. Selection for Layoff

1. Layoff is effected by the following layoff units:
 - a. Physical & Biological Sciences
 - b. Physical Plant
 - c. Colleges, Housing & Educational Services ("CHES")
2. Selection for layoff is by layoff unit, seniority, and skills, knowledge, or abilities, in that order.
3. Limited employees shall be released prior to laying off non-probationary career employees.
4. The University shall also attempt to avoid layoff by offering the affected bargaining unit employee(s) another vacant career position in the bargaining unit, if any, provided the affected employee is qualified to fill the vacancy.
5. Non-probationary career employees in the craft being laid off with the least seniority shall be laid off first.
6. The University may retain employees irrespective of seniority who possess skills, knowledge, or abilities which are not possessed by other employees in the same craft and layoff unit and craft and cannot be learned on the job in six (6) months or less and which are necessary to perform the ongoing functions of the University. Decisions by the University to retain employees because of special skills, knowledge, or abilities will be communicated to AFSCME in writing, including the reason(s) on which such decisions are based.

E. Seniority Definition

Unless otherwise indicated, seniority shall be calculated in accordance with Article 35 – Seniority. When employees scheduled for layoff have the same seniority the employee with the most recent date of appointment shall be considered the least senior. An employee promoted or transferred outside the bargaining unit who returns to a craft within the Santa Cruz Campus Skilled Craft bargaining unit without a break in service shall regain seniority earned before the beginning of an out-of-unit assignment.

F. Continuity of Service

A temporary layoff does not create a break in service. Reemployment in a career position in the Santa Cruz Campus Skilled Craft bargaining unit within the period of right to recall provides continuity of service and continuation of previously accrued seniority. However, seniority and benefits accrue only when an employee is on pay status.

G. Benefit Coverage

Health plan contributions by the University will be provided for a maximum of three (3) months in a calendar year for employees on temporary layoff or for employees whose reduction in time is great enough to make the employee's earnings insufficient to generate the University's contribution. For health plans to remain in force, employees on temporary layoff must remit to the University, the amount of the employee's contribution, if any.

H. Recall Procedure for Non-Probationary Employees

1. Non-probationary career employees who are laid off shall be recalled in order of seniority when a vacant position in the same craft in the bargaining unit from which they were laid off is to be filled as long as the vacant position does not require skills which those with the most seniority do not possess. The University shall determine whether or not employees eligible for recall possess the skills required to do the job.
2. Employees with less than five (5) years of seniority who are eligible for recall shall retain recall eligibility for one (1) year.

Employees with five (5) years of seniority or more who are eligible for recall shall retain recall eligibility for two (2) years.

3. Recall eligibility terminates if an employee:
 - a. refuses to respond affirmatively to the University's written inquiries within 10 calendar days concerning the employee's desire to return to work; or
 - b. refuses a recall to work at the same or greater percentage of time and at the same or higher salary range; or
 - c. accepts a career position at the same or higher salary range within the University.

I. Severance

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. Severance pay shall be in accordance with the following:

1. Payment - An employee who elects severance pay in lieu of recall rights shall be paid a lump sum as follows:

- a. employees with less than five (5) years of University service shall receive two (2) weeks severance pay.
- d. Employees with five (5) or more years of University service shall receive five (5) weeks severance pay, plus one (1) week for each additional year of service, up to a maximum of sixteen (16) weeks.
- e. This section shall not apply to temporary layoff or reduction in time.
- d. Failure to make an election as provided will result in the employee receiving recall rights and extinguish the right to severance pay.