

ARTICLE 29
LAYOFF & REDUCTION IN TIME

A. General Provisions

1. The University shall determine when temporary or indefinite layoffs shall occur. If, in the University's judgment, a layoff is necessary, staffing levels will be reduced in accordance with this Article. The University shall determine the layoff unit(s) and which title code(s) on a particular campus will be subject to layoff.
2. No later than sixty (60) calendar days following ratification of the Agreement, the University will establish layoff units. The University shall provide notice to the UAPD regarding the layoff units established within fifteen (15) calendar days of the University's determination. The University will meet and discuss the layoff units established upon UAPD's request.
3. When the University determines that there is to be a change in a layoff unit(s) within the bargaining unit, it shall give the UAPD advance notice of at least sixty (60) days, if feasible. The University will meet and discuss the changes to the layoff unit(s) upon UAPD's request.
4. Layoffs may be temporary or indefinite and may occur because of budgetary reasons or lack of work due to reasons including, but not limited to, reorganization or programmatic change.
5. A layoff is an involuntary:
 - a. separation from employment;
 - b. transfer to a non-career position;
 - c. reduction in appointment rate of a non-probationary career employee; or
 - d. reassignment to a partial-year career position.
6. A temporary layoff is one for which the University specifies an affected doctor's date for return to work of not more than one-hundred twenty (120) calendar days after the effective date.
7. An indefinite layoff is one for which the affected doctor receives no date for return to work, or no date of restoration to her/his former appointment rate.
8. Upon request of the UAPD, the University will meet with the UAPD to discuss any transfers, unit closures or layoffs caused by reorganization or restructuring
9. The terms of this Article shall not apply to probationary or non-career employees.

B. Temporary Layoff

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

1. **Alternatives to Layoff** – When operationally feasible, the University shall avoid a temporary layoff, or ease its impact, by implementing the following alternatives:
 - a. calling off registry, locum tenens, per diem, and limited appointment doctors with the same scope of practice as affected doctors in the layoff unit;
 - b. temporarily reassigning the affected doctor(s) to an alternative and available assignment for which he or she is qualified within the bargaining unit, and
 - c. offering affected doctor(s) the opportunity to use accrued vacation time.

2. Notice

When the University identifies particular doctors to be affected by a temporary layoff, notice shall be provided to the doctor as follows:

- a. In writing and, if feasible, fifteen (15) calendar days in advance of the expected beginning and ending dates of the layoff to the affected doctor(s).
- b. If less than fifteen (15) calendar days notice is provided, the affected doctor(s) shall receive pay in lieu of notice for each additional day the doctor(s) would have been on pay status had the doctor(s) been given fifteen (15) calendar days notice. Pay in lieu of notice is provided for reductions in appointment rate only up to the doctor's pre-layoff appointment rate.
- c. If the ending date of the temporary layoff is revised and the total duration of the temporary layoff remains less than 120 (one-hundred twenty) calendar days, the University shall give the affected doctor such advance written notice as is practicable. The doctor shall make every reasonable attempt to return to work on the date provided in the revised written notice and will notify the University in advance if unable to do so. In such event, the University and the doctor shall attempt to establish a mutually agreeable return date and the doctor's request to postpone her/his return shall not be unreasonably denied. If, due to operational considerations, the University and the doctor cannot reach a mutually agreeable, alternate return date and the doctor does not return on the revised return-to-work date, the doctor will be considered to have resigned effective on the revised return-to-work date.

Notice of a revision in temporary layoff dates does not invoke the 'pay in lieu of notice' provisions of this Article.

- d. The University shall notify the Union within one (1) business day of the notification to the affected doctor(s) that they are to be laid off. Additionally, the University shall advise the union of the reason(s) for the temporary layoff.

3. **Conversion of Temporary to Indefinite Layoff**

- a. For conversion from temporary layoff to indefinite layoff, the University shall give 15 (fifteen) calendar days' notice, if feasible.
- b. In the event the University converts a temporary layoff to an indefinite layoff, the affected doctor shall be provided all rights under §C., Indefinite Layoff, beginning at the time of notification of conversion, except that for §C.3.a.1) and §C.3.a.2), below, the notice or pay in lieu of notice provided in the temporary layoff shall be deducted from the thirty (30) days notice or pay in lieu of notice required in those Sections.

C. **Indefinite Layoff**

If the University determines that an indefinite layoff is imminent, it shall be implemented in accordance with the provisions of this Section.

1. **Alternatives to Layoff** – When operationally feasible, the University shall avoid an indefinite layoff, or ease its impact, by implementing the following alternatives:

- a. calling off registry, locum tenens, per diem, and limited appointment doctors with the same scope of practice as affected doctors in the layoff unit;
- b. offering affected doctor(s) an active vacant career position, if any, at the same appointment and salary rate, at the same campus, and within the bargaining unit, provided the doctor is qualified for the vacant position; and
- c. offering affected doctor(s) the opportunity to use accrued vacation time.

2. **Selection for Layoff**

- a. The University may retain doctors irrespective of seniority who possess special knowledge, skills, or abilities that are not possessed by other doctors in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the student health and counseling center.

When the University determines that there is no substantial difference in the degree of special skills, knowledge or ability essential to the layoff unit, the order of indefinite layoff or reduction in time shall be inverse order of seniority.

- b. Seniority is determined by the doctor's most recent date of hire into a career position at the University, and including any conversion credit as provided in Article 4: Positions and Appointments. If two or more doctors have precisely equal seniority, the doctor with the lowest number formed by the last four digits of her/his CA medical license number will be considered the more senior.
- c. If a doctor with less seniority is to be retained, the University shall notify the UAPD in writing of the special knowledge, skill, or ability that supports the retention of the less senior doctor as soon as practicable, but not later than when the notice of the layoff to the more senior doctor goes out.
- d. A department may elect to invite all employees in the same scope of practice within a layoff unit to volunteer for layoff, irrespective of seniority. In such case, the Union shall be notified and provided a copy of the invitation within one (1) business day of the invitation being sent out to employees. Where the University does not elect to invite employees to volunteer for layoff, individuals may still volunteer to be laid off, although the University has the sole, non-grievable discretion to accept or reject such offers from doctors volunteering to be laid off.

The doctor who has been designated for layoff in accordance with the paragraph immediately above shall be provided all rights under §§C.3. and C.4., below, beginning at the time of notification of indefinite layoff.

3. Notice

- a. When the University identifies particular doctors to be affected by an indefinite layoff, it shall give individual written notice of the effective date of the layoff to each affected doctor along with the doctor's seniority score as follows:
 - 1) Thirty (30) calendar days' advance notice, if feasible.
 - 2) If less than thirty (30) calendar days' notice is granted, the doctor shall receive pay in lieu of notice for each additional day the doctor would have been on pay status had the doctor been given thirty (30) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in appointment rate, only up to the doctor's pre-layoff appointment rate.

- b. The University shall notify the Union within one (1) business day of the notification to the affected doctor(s) that they are to be laid off. Additionally, the University shall advise the union of the reason(s) for the layoff and the affected layoff units.

4. Severance

Career doctors who have been laid off indefinitely will receive severance pay in accordance with following:

Doctors shall be paid a lump sum amount equal to one (1) workweek (40 hours), prorated based on appointment percentage, for each full year of service from the most recent break in service, if any, up to a maximum of sixteen (16) weeks of pay. Where the indefinite layoff is a reduction in time, the lump sum that is paid shall be proportional to the percentage of time reduced.

- a. When an employee is rehired to a career position before the conclusion of the number of weeks for which the employee has received severance payments, he or she will be required to pay back the remaining severance amounts as a precondition to employment. The repayment will be on a proportional basis if the rehired position is a different percentage and/or at a different salary than the appointment from which the doctor was laid off.
- b. Should, as a result of a grievance, arbitration, or settlement agreement related to the layoff, a doctor be returned to work, the severance received will be deducted from the back pay award, if any. A doctor cannot be returned to work without first repaying the severance or signing a severance repayment agreement. The doctor's failure to complete his/her severance repayment obligation shall not increase the University's back pay liability, if applicable.
- c. When a doctor receives severance pay, the Union will be notified of the employee's name and severance amount.

D. Continuity of Service on Reemployment

- 1. A temporary layoff of one hundred twenty (120) calendar days or less does not create a break in service.
- 2. Seniority accrues, and benefit accruals are accumulated, only when a doctor is on pay status.

E. Benefit Coverage

- 1. Group insurance regulations determine the effect on health benefits while a doctor is on indefinite or temporary layoff.
- 2. Retirement system regulations determine the effect on retirement benefits while a doctor is on indefinite or temporary layoff.

3. At the time of temporary or indefinite layoff, the University will provide the doctor with information about maintenance of his/her medical benefits in instances where maintenance is a possibility.