

## 60. Layoff and Reduction in Time from Professional and Support Staff Career Positions

July 1, 2003

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### A. GENERAL

It is the policy of the University to minimize the effects of indefinite layoffs and indefinite reductions in time on employees in career positions when layoffs or reductions in time are necessary due to lack of funds or lack of work, including lack of work due to reorganization. If, in the judgment of the University, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels will be reduced in accordance with this policy. It is solely the University's responsibility to determine the need for layoffs, the classifications of employees to be laid off, and the layoff unit.

To minimize the effects of indefinite layoff and indefinite reduction in time, the University shall:

1. Give regular status employees preferential opportunities for reassignment or transfer prior to indefinite layoff or indefinite reduction in time when reassignment or transfer opportunities arise.
2. Provide regular status employees covered by this policy who are laid off indefinitely or whose time has been reduced indefinitely the option of:
  - a. The right to be recalled to the department from which the employee was laid off or reduced in time, and preference for reemployment in all departments of the campus, or
  - b. Severance pay in lieu of the right to recall and preference for reemployment. Severance pay shall be in accordance with the payment schedule in Section J. of this policy.

### B. SCOPE

This policy covers indefinite layoff and indefinite reduction in time, temporary layoff and temporary reduction in time, transfer to a limited or casual/restricted position resulting from the elimination of a career position, and involuntary reassignment to a partial-year career position resulting from the elimination of a full-year career position.

### **C. RESPONSIBILITY**

For purposes of this policy, the Chancellor may designate units other than established departments to be considered as departments, and shall designate layoff department heads (LDHs) for such units. The LDH shall determine when layoffs are necessary due to lack of funds or lack of work, including lack of work due to reorganization. The LDH shall select employees for layoff, but shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited and casual/restricted positions within the layoff unit. When an employee has been given notice of an indefinite layoff and a vacancy exists in an active career position in that employee's unit at the same classification and salary grade as the employee's current position, the LDH shall reassign the employee to that position, provided the employee is qualified to perform the duties and responsibilities of the position.

### **D. TEMPORARY LAYOFF OR TEMPORARY REDUCTION IN TIME**

An employee shall be given written notice of the effective date and the ending date of a temporary layoff or temporary reduction in time. A temporary layoff or temporary reduction in time shall not exceed four calendar months.

An employee may be temporarily laid off or temporarily reduced in time irrespective of seniority or classification, and is ineligible for the right to recall or preference for reemployment. Accrued sick leave shall not be used during temporary layoff.

If an indefinite layoff or indefinite reduction in time should occur during a temporary layoff or temporary reduction in time, the procedures for indefinite layoff or indefinite reduction in time shall apply.

### **E. INDEFINITE LAYOFF OR INDEFINITE REDUCTION IN TIME**

Indefinite layoff and indefinite reduction in time are effected by unit, by classification, and by salary grade (in the event of a classification assigned to different salary grades) in inverse order of seniority, except that an employee may be retained irrespective of seniority if that employee possesses special skills, knowledge, or abilities that are not possessed by other employees in the same classification and same salary grade (in the event of a classification assigned to different salary grades), and which are necessary to maintain the operations of the department.

Seniority shall be calculated by full-time-equivalent months (or hours) of University service in any job classification or title. Employment prior to a break in service shall not be counted. In those cases in which employees have the same number of full-time-equivalent months (or hours), the employee with the most recent date of appointment shall be laid off first.

An employee will receive at least 30 calendar days' advance written notice prior to indefinite layoff or indefinite reduction in time, or shall receive pay in lieu of notice. The University will inform employees who may be impacted by indefinite layoff as soon as feasible.

## **F. REEMPLOYMENT FROM INDEFINITE LAYOFF**

1. **Right to Recall**. A regular status employee who has been laid off indefinitely or whose time has been reduced indefinitely shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified when the position is in the same classification, the same salary grade (in the event of a classification assigned to different salary grades), and the same department at the same or lesser percentage of time as the position held at the time of layoff.
2. **Preference for Reemployment**. A regular status employee who has been separated as a result of layoff shall receive preferential consideration for any active and vacant career position when the position is at the same campus, at the same or lower salary grade, and at the same or lesser percentage of time, provided the employee is qualified to perform the duties and responsibilities assigned to the position. A regular status employee who has been given prior written notice of indefinite layoff or indefinite reduction in time shall receive preferential consideration for up to two calendar months prior to the layoff date. When written notice of indefinite layoff or indefinite reduction in time is given more than two months prior to the layoff date, the Chancellor may authorize that preference for reemployment begin with the date of the layoff notice.

A regular status employee with preference for reemployment or transfer may be rejected only if the employee lacks the qualifications required to perform the duties and responsibilities assigned to the position. Reasons for non-selection shall be provided as required in local procedures.

3. **Trial Employment**. The Chancellor may establish procedures whereby a regular status Professional or Support Staff employee who is rehired or reassigned under preference for reemployment may, upon prior written notification, be required to serve a trial employment period of up to six months upon rehire or reassignment. 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 at the department head's discretion. Time spent in trial employment shall not count against the period of eligibility for recall or preferential rehire.

## **G. CONTINUATION OF RIGHT TO RECALL AND PREFERENCE FOR REEMPLOYMENT**

A regular status employee shall have the right to recall for three years from the date of layoff.

Subject to Section F.2. of this policy:

1. A regular status employee with less than five years of seniority shall have preference for reemployment for one year from the date of layoff.

2. A regular status employee with at least five years but less than ten years of seniority shall have preference for reemployment for two years from the date of layoff.
3. A regular status employee with ten years or more of seniority shall have preference for reemployment for three years from the date of layoff.

Rights to recall and preference for reemployment are extended by periods of trial employment. Rights to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in limited, floater, or casual/restricted positions.

#### **H. TERMINATION OF RIGHT TO RECALL AND PREFERENCE FOR REEMPLOYMENT**

An employee's rights to recall and preference for reemployment terminate when the employee accepts any career position and passes the trial employment period, if required. These rights also terminate if the employee refuses to be recalled, refuses a preferential job offer at the same or higher salary and same percentage of time, fails to respond to a written notice of an employment opportunity, refuses two offers of employment for a career position at the same or higher salary and same percentage of time as the position held at the time of layoff, or resigns.

#### **I. SERVICE UPON REEMPLOYMENT**

Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service. (See definition of "Break in Service" in Policy 2 of the Personnel Policies for Staff Members.) Benefits and seniority accrue only when on pay status.

#### **J. SEVERANCE PAY**

A regular status employee who has been laid off indefinitely or whose time has been reduced indefinitely shall have the option of severance pay in lieu of preference for reemployment and the right to recall.

When an employee elects severance pay in lieu of preference for reemployment and the right to recall, the following guidelines apply:

1. **Payment Schedule:** An employee who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one week (5 workdays) of salary for each full year of service from the most recent break in service, up to a maximum of 16 weeks of base pay.

An employee whose time has been reduced indefinitely and who elects severance pay in lieu of preference for reemployment and the right to recall shall receive severance pay for the percent of time reduced in accordance with the payment schedule above.

2. **Repayment:** An employee who has received severance pay under this policy and who returns to work in a career position with the University at the same or higher salary and at the same percentage of time as the position held at the time of layoff shall repay to the University any portion of severance pay received that is in excess of the time the employee was on layoff status.