

**ARTICLE 23
LAYOFF & REDUCTION IN TIME**

A. GENERAL

1. The University shall determine when temporary, emergency, or indefinite layoffs shall occur. If, in the judgment of the University, a layoff is necessary, staffing levels will be reduced in accordance with this Article. The University shall determine the unit of layoff, and which positions are to be subject to layoff.
2. Layoffs may be emergency, temporary or indefinite and may occur because of budgetary reasons, lack of work, reorganization, or redefinition of the University's or department's needs.
3. A layoff is an involuntary:
 - a. separation from employment, or
 - b. transfer to a non-career position, or
 - c. reduction in appointment rate of a non-probationary career Nurse.
4. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give the Association advance notice of at least thirty (30) calendar days, if feasible. The Association reserves the right to meet and discuss the proposed change.
5. In advance of an indefinite layoff, the University shall provide a listing of the names and seniority of affected nurses in the designated layoff unit. The list shall include the least senior nurse in the unit to the most senior nurse to be laid off, and the next five (5) highest nurses on the list.
6. The University shall provide advance notice of at least thirty (30) days to the Association of any proposed subcontracting resulting in layoffs of Nurses.
7. Any transfers, unit closures or layoffs caused by reorganization or restructuring shall be subject to meeting and discussing with the Association.

B. DEFINITIONS

1. An emergency layoff is one for which the need occurs suddenly, and shall not affect an individual Nurse longer than sixty (60) normally scheduled hours of work.
2. A temporary layoff is one for which the University specifies an affected Nurse's date for return to work of not more than of one-hundred and twenty (120) calendar days.
3. An indefinite layoff is one for which the affected Nurse receives no date for return to work, or no date of restoration to her/his former appointment rate.
4. "Concurrent Notice to the Association" is sent no more than two (2) business days after written Notice of Layoff is provided to a Nurse.

C. EMERGENCY LAYOFF

1. **Alternatives to Layoff** - In the event of a potential emergency layoff caused by a decrease in workload, the University shall attempt to reassign/cancel all non-career nurses as well as:
 - a. calling off registry, per diem and unit-based per diem nurses of that patient care unit impacted in that order,
 - b. assigning alternative employment where it exists and the Nurse is qualified for the work, or
 - c. scheduling the use of compensatory time, or
 - d. offering affected Nurses the opportunity to voluntarily use accrued vacation time or take a leave without pay.

Such alternatives to emergency layoff may be provided in an order determined by the University. If, however, after seeking and implementing available alternatives, the University determines that the

need to lay Nurse(s) off continues to exist, the emergency layoff shall be implemented on a rotational basis.

2. **Notice** – An emergency layoff requires no advance notice. When an emergency layoff has occurred, the University shall notify the Association as soon as is reasonable under the circumstances. The notice shall describe the areas which have been affected.

D. 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. **Alternatives to Layoff** – The University shall attempt to avoid a temporary layoff, or to ease its impact, by attempting to reassign/cancel all non-career nurses as well as implementing the following alternatives:
 - a. calling off registry, per diems and unit-based per diem nurses within the layoff unit in that order, or
 - b. temporarily reassigning the affected Nurse(s) to an alternative assignment for which s/he is qualified, or
 - c. scheduling the use of compensatory time, or
 - d. offering affected Nurse(s) the opportunity to use accrued vacation time.
2. **Notice**
 - a. When the University identifies particular Nurses to be affected by a temporary layoff, it shall give the individual Nurse written notice of the expected beginning and ending dates of the temporary layoff as follows:
 - 1) The University shall give, if feasible, fifteen (15) calendar days' notice of the expected beginning and ending dates of the layoff to the affected Nurse(s).
 - 2) If less than fifteen (15) calendar days' notice is granted, the affected Nurse(s) shall receive straight time pay in lieu of notice for each additional day the Nurse(s) would have been on pay status had the Nurse(s) been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for reductions in appointment rate only up to the Nurse(s) pre-layoff appointment rate.
 - 3) For conversion from temporary layoff to indefinite layoff, the University shall give fifteen (15) calendar days' notice, if feasible.
 - 4) If the ending date of the temporary layoff is changed, the University shall give the affected Nurse such advance notice as is practicable. The Nurse shall return to work on the date provided in the notice. The Nurse shall make every reasonable attempt to return to work on the date provided in the §2.a.4.), Notice, above, and will notify the University in advance if unable to do so. The University and the Nurse shall attempt to establish a mutually agreeable return date and the Nurse's reasonable request to postpone her/his return shall not be unreasonably denied. If the University cannot reasonably accommodate the Nurse, s/he will be considered to have resigned effective on the date provided in the notice in §D.2.a.), above.
 - 5) Notice of a change in temporary layoff dates does not invoke the 'pay in lieu of notice' provisions of this Article.
 - b. When the University determines that a temporary layoff is imminent, it shall give the Association such advance notice as is reasonable under the circumstances. The notice shall describe the general area(s) which may be affected. The University shall notify the Association concurrent with notification to affected Nurses that

they are to be laid off, or that changes in the temporary layoff dates have occurred.

3. **Conversion of Temporary to Indefinite Layoff** – In the event the University converts a temporary layoff to an indefinite layoff, the affected Nurse shall be provided all rights under §E., Indefinite Layoff, beginning at the time of notification of conversion.

E. 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** – The University shall attempt to avoid an indefinite layoff, or to ease its impact, by implementing the following alternatives:
 - a. Calling off registry, travelers, per diem and unit-based per diem nurses within the layoff unit in that order,
 - b. Offering affected Nurse(s) an active vacant career position, if any, at the same appointment rate, at the same salary level as determined by the salary range maximum within the bargaining unit within the facility, provided the Nurse is qualified for the vacant position, or
 - c. Offering the use of accrued vacation and/or compensatory time, in accordance with the needs of the University.
 - d. Offering career Nurses priority acceptance into existing Medical Center based training programs, including those the University provides to newly graduated nurses.
2. **Selection for Layoff**
 - a. Seniority is determined by the nurse's most recent date of hire into a career nurse position at the University, including continuous employment at Mt. Zion Hospital or Santa Monica Hospital prior to acquisition by the University. If two nurses have the same date of hire, the nurse with the lower number formed by the last four digits of her/his California registered nurse license number will be considered the most senior nurse.
 - b. The order of indefinite layoff of Nurses in the same classification and specialty within the unit of layoff shall be in inverse order of seniority.
 - c. The University may retain Nurses irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other Nurses in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the affected area. However, senior nurses selected for layoff who have the ability to learn the necessary skills within thirty (30) days will be retained in the unit.
 - 1) If a Nurse with less seniority is to be retained, the University shall notify the Association in writing of the special knowledge, skills, or abilities which support the retention of the less senior Nurse.
 - 2) Nurses in the unit(s) affected by the layoff who have more seniority than those Nurses designated for layoff may volunteer to waive their seniority rights solely in order to be designated for the layoff.
 - 3) The Nurse(s) who has been designated for layoff in accordance with §E.2.c.2), above, shall be provided all rights under §E.4. and §E.5., below, beginning at the time of notification of indefinite layoff.
 - d. **CN III Layoff**
 - 1) When the University (except at UCLA) identifies a Medical Center funded CN III position for layoff in accordance with this Article, and has not been able to effectuate alternatives to layoff pursuant to §E.1., above, the affected

CN III shall be reclassified to a CN II position for which the CN III is fully competent within the layoff unit, or, at the nurse's option, s/he may be laid off in lieu of being reclassified. In the event the CN III is reclassified, a CN II will then be subject to layoff in accordance with this Article. The wage rate of the reclassified nurse shall be unchanged, provided that her/his wage is not above the wage range for CN II. In that event, the nurse's wage shall be the top rate of the CN II range. The downwardly reclassified nurse shall retain her/his hourly salary rate at the time of layoff, even if the nurse is no longer on a salary step in her/his new classification, provided the rate does not exceed the maximum of the salary range in the classification into which s/he is placed. If the nurse's pre-layoff salary rate does exceed the maximum of the salary range, the nurse will be placed at the top step of the range. Further, the nurse may not move into a step that requires a specific amount of UC service until s/he meets the UC service requirement.

- 2) UCLA shall maintain its Reassignment Opportunity Program to retain UCLA nurses.
- 3) When UC San Francisco identifies a Medical Center funded CN III for layoff in accordance with this Article, the CN III may exercise seniority, and retain the CN III title, over the least senior CN II or CN III in the layoff unit, provided s/he has the required skills and abilities to perform in that role. If after six (6) months the nurse fails to demonstrate CN III competency, s/he will be reclassified downward to a CN II.

e. CN IV – AN I Charge Layoff

- 1) When the University (except at UCLA) identifies a Medical Center funded CN IV position, or an inpatient ANI dedicated charge nurse position, for layoff in accordance with this Article, and has not been able to effectuate alternatives to layoff pursuant to §E.1., above, the affected nurse is eligible to displace a less senior lower level clinical nurse in a classification position s/he previously held provided:
 - a) The affected nurse has achieved CN IV or AN I status as a result of promotion from a lower clinical nurse level at the same location in the same layoff unit and
 - b) The affected nurse is, or can become within thirty (30) calendar days, fully competent to perform the duties of a previously held clinical nurse position in the layoff unit from which s/he is being laid off.
- 2) In the event the affected nurse moves into a lower level clinical nurse position, s/he shall be reclassified to the clinical nurse level that s/he previously held.
- 3) The downwardly reclassified nurse shall retain her/his hourly salary rate at the time of layoff, even if the nurse is no longer on a salary step in her/his new classification, provided the rate does not exceed the maximum of the salary range in the classification into which s/he is placed. If the nurse's pre-layoff salary rate does exceed the maximum of the salary range, the nurse will be placed at the top step of the range. Further, the nurse may not move into a step that requires a specific amount of UC service until s/he meets the UC service requirement.
- 4) UCLA shall maintain its Reassignment Opportunity Program to retain UCLA nurses.

- 5) In the event the affected nurse is reclassified, the nurse who has been displaced by the CN IV or AN I will then be subject to layoff in accordance with this Article.
 - 6) At the nurse's option, the CN IV or AN I identified for layoff may be laid off in lieu of being reclassified.
- f. Special Per Diem Scheduling – For purposes of Indefinite Layoffs, Special Per Diem Nurses who possess appropriate competencies will be scheduled based on seniority with respect to other Per Diem Nurses.

3. **Notice**

- a. When the University identifies particular Nurses to be affected by an indefinite layoff, it shall give individual written notice of the effective date of the layoff to each affected Nurse. Advance notice will be provided as follows:
 - 1) For indefinite layoff, the University shall give thirty (30) calendar days' notice, if feasible.
 - 2) If less than fifteen (15) calendar days' notice is granted, the Nurse shall receive straight time pay in lieu of notice for each additional day the Nurse would have been on pay status had the Nurse been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in appointment rate, only up to the Nurse(s) pre-layoff appointment rate.
- b. A Nurse shall be provided all rights under §E.4. and §E.5., below, beginning at the time of notification of indefinite layoff.
- c. When the University determines that a layoff is imminent, it shall give the Association such advance notice as is reasonable under the circumstances. The notice shall describe the general areas which may be affected. The University shall notify the Association concurrent with notification to affected Nurses that they are to be laid off.

4. **Recall**

- a. Non-probationary career Nurses who are indefinitely laid off shall be recalled in order of seniority to an active vacant career position provided the position is to be filled and is in the same classification and specialty within the layoff unit from which they were laid off, as determined by the University.
- b. Probationary, per diem, and limited term Nurses shall not have a right to recall. Nurses who are eligible for recall with less than five (5) years of seniority shall retain recall eligibility for one (1) year. Nurses who are eligible for recall with five (5) years or more seniority shall retain recall eligibility for two (2) years.
- c. The right to recall terminates:
 - 1) at the end of the eligibility period; or
 - 2) if a Nurse refuses and/or fails to respond to a University inquiry concerning the Nurse's desire to remain on the recall list for possible return to work; or
 - 3) if a Nurse refuses or fails to respond to a written recall to work in the same classification and specialty within the home unit, at the same or greater appointment rate, and at the same or greater rate of pay earned by the Nurse at the time of layoff, or
 - 4) if a Nurse refuses an offer of reemployment at the same or greater appointment rate, at the same or higher salary level as determined by the salary range maximum, and at the same or higher rate of pay earned by the Nurse at the time of layoff, or
 - 5) if a Nurse accepts a career position within the University at the same or higher salary level as determined by the salary

range maximum, the same or greater appointment rate, and the same or higher rate of pay earned by the Nurse at the time of layoff.

- d. Recall rights, once terminated, may be reinstated at the sole discretion of the University, upon the request of the Nurse.

5. **Preference for Reemployment**

- a. A non-probationary career Nurse who is on indefinite layoff, or who has received written notice of an indefinite layoff shall be granted preference for reemployment or transfer to any active vacant career bargaining unit position at the same campus/Laboratory from which the Nurse was laid off and for which the Nurse is qualified when the position is to be filled and is:
 - 1) at the same or lower salary level (as determined by the salary range maximum); and
 - 2) at the same or lesser percentage of time as the position held by the Nurse at the time of layoff.
- b. Preference for reemployment or transfer is not extended to probationary, per diem, or limited term Nurses. A regular status Nurse with preference for reemployment or transfer may be rejected only if the Nurse lacks qualifications required of the position sought.
- c. Nurses eligible for preference for reemployment with less than five (5) years seniority at the time the layoff occurs shall retain preference for reemployment status for one (1) year. Nurses with five (5) or more years of seniority at the time the layoff occurs shall retain preference for reemployment for two (2) years.
- d. The right to preference for reemployment terminates:
 - 1) at the end of the eligibility period; or
 - 2) if a Nurse refuses recall under the provisions of §E.4., Recall, above; or
 - 3) if a Nurse refuses and/or fails to respond to a University inquiry concerning the Nurse's desire to remain on the preference for reemployment list; or
 - 4) if a Nurse accepts a career position at the same or higher salary level as determined by the salary range maximum, at the same or higher salary rate paid at the time of layoff and at the same or higher appointment rate as the position held by the Nurse at the time of layoff; or
 - 5) if a Nurse refuses to accept a position offered by the University at the same campus/laboratory which is at the same or higher salary level (as determined by the salary range maximum); and, is at the same or higher appointment rate held by the Nurse at the time of layoff.
- e. The right to preference for reemployment continues during, but is not extended by, temporary periods of employment in casual and/or Per Diem positions.

6. **Severance (UCSF Only)**

- a. A career nurse who has received his/her notice of indefinite layoff may be offered severance pay in lieu of preferential rehire and recall rights. Each campus/hospital department shall, in each instance of layoff where severance is being offered in lieu of preferential rehire and recall rights make this offer to all nurses in the department affected by the layoff. Nurses will receive one week of severance for each full year of service to a maximum of 16 weeks, and shall at a minimum, be guaranteed 2 weeks of severance pay.
- b. The Association will be notified if a nurse has been offered severance rather than recall and preferential rehire rights. Should, as a result of a grievance, arbitration, or settlement agreement

related to the layoff, a nurse be returned to work, the severance received will be deducted from the back pay award. In the event the nurse does not have sufficient funds to repay the severance, a repayment schedule shall be agreed to by the nurse and the University prior to the nurse's return to work. A nurse cannot be returned to work without first repaying the severance or signing a severance repayment agreement. The nurse's failure to complete his/her severance repayment obligation shall not increase the University's back pay liability.

- c. Repayment of Severance - Prior to receiving severance pay, a nurse must sign an agreement to repay severance to the University if re-employed by the University at any of its locations within 16 weeks of layoff. In that event, the nurse may retain that portion of the severance pay equal to the base pay he/she would have earned if not laid off. The balance is to be paid either in full at the time of re-employment or by payroll deduction.

F. CONTINUITY OF SERVICE ON 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 preference provides continuity of service and reinstates previous seniority.
3. Seniority accrues, and benefit accruals are accumulated, only when a Nurse is on pay status.

G. BENEFIT COVERAGE

1. Medical plan coverage may continue for up to four (4) calendar months after a temporary layoff begins. Medical plan contributions by the University are provided for a maximum of three (3) months in a calendar year for:
 - a. Nurses on temporary layoff, or
 - b. Nurses whose percent of straight time paid is, as a result of an emergency layoff or a temporary involuntary reduction in appointment rate, insufficient to qualify for the University's contribution.

For medical plans to remain in force, Nurses on temporary layoff must remit to the University the amount of the Nurse's contributions, if any.

2. Nurses on temporary layoff beyond one-hundred twenty (120) calendar days in a calendar year may continue medical plan coverage beyond the period of continued University contributions by remitting the full premiums as required by COBRA. Nurses on indefinite layoff may continue medical plan coverage by remitting the full premiums as required by COBRA.
3. Retirement system regulations determine the effect on retirement benefits while a Nurse is on indefinite or temporary layoff.