

Article 14
LAYOFF AND RECALL PROCEDURE

Section A. Application of Layoff.

MCO recognizes the right of the Employer to lay off or to temporarily reduce the hours of employment consistent with this Agreement, including the right to determine the extent and effective date of such reductions. Upon Union request to negotiate and a showing by the Union that such reductions do or will pose a clear and present threat to the safety of Bargaining Unit employees, the Employer will enter into negotiations over the modification and remedy of such resulting substantial adverse impact upon the employees of the Bargaining Unit. Bumping, layoff and recall of Bargaining Unit employees shall be exclusively governed by and in accordance with the provisions of this Agreement and this Article, with the exception that they shall not apply to:

1. Temporary (Emergency) layoff of less than 20 consecutive calendar days; in such cases, employees will be laid off by inverse seniority within classification and work location and recalled by seniority. Temporary layoffs shall not exceed six days per fiscal year during the term of this Agreement.

This temporary layoff will only be used for emergency situations, defined for this Article as follows:

- (a) Unanticipated loss of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period; or
- (b) Natural disaster, lack of utilities or civil disruption that makes premises at a work location inaccessible or unusable, subject to the provisions of Article 33, Compensation Policy Under Conditions of General Emergency.

Prior to implementing temporary layoffs, the Employer will afford the Union the opportunity to raise and discuss other cost-savings measures as alternatives to, and/or alternative methods for, such temporary layoffs, but such discussions shall not be cause for delay in implementation.

The following provisions shall apply in the event a temporary layoff is implemented:

- Seniority: An employee who is temporarily laid off will not lose continuous service hours credits for purposes of seniority and fringe benefit accruals. A temporarily laid off employee will not be paid base wages, shift differential, overtime, on-call, hazard, or any similar pay or premiums.

- Notice Requirements:

Notice to Union: The department or agency will give the Union at least 15 calendar days written notice of the date or dates on which the Employer plans to implement temporary layoffs of all or some Bargaining Unit employees. This notice will identify the work locations where the department/agency intends to implement a temporary layoff and the effective dates of the temporary layoffs;

Notice to Employees: The department or agency will give notice to the employees to be laid off at least seven calendar days before the first day of layoff. Such notice may be in the form of individual written notice to employees, posting at the worksite, or other method of notice as determined by the Employer. The department or agency is not required to give the Union concurrent notice containing information such as employee names, classification, seniority, work location, shift assignments or other detailed information; however, the department or agency shall provide the Union with a concurrent copy of whatever notice is provided to Bargaining Unit employees.

Exempt Work Location Notice: If a work location is completely exempt from temporary layoff, the department or agency will post a notice so stating at least seven calendar days before the first day of temporary layoffs at other work locations.

2. Voluntary Indefinite Layoffs, as provided in Section C. of this Article.
3. Exceptions agreed to in writing in letters of understanding by the Union, the departmental employer, the Office of the State Employer, and approved by the State Personnel Director and/or the Civil Service Commission.
4. The expiration of a limited term appointment. An employee with status acquired in a limited term appointment and separated because of the expiration of that appointment may be reinstated within three years in any vacancy in any Department in the same classification as that from which the employee was separated. Such reinstatement may precede employment of any person from a promotional list and any person with less seniority on a layoff list. This Section shall not apply in the case of a continuing state classified employee who accepted an appointment to a limited term position under the same Appointing Authority at a higher level; in this situation, not more than six months (1040 hours) of service earned in the limited term position shall be considered Unit seniority and shall be applied at the former (lower) level upon expiration of the limited term position.

When the Employer determines there is to be a layoff of more than 20 calendar days, employees who are scheduled to be involuntarily laid off shall be given written notice not less than 15 calendar days prior to the effective date of layoff. The Employer will, when layoffs are being planned, inform MCO as soon as practicable and, upon request, discuss the potential impact upon Unit employees caused by such layoff. The Employer shall furnish MCO concurrent written notice of the name, seniority, classification, and current work location of employees scheduled to be laid off.

Section B. Reduction in Hours; Other Alternatives.

In the event the Employer plans a temporary reduction in hours of employment for full time employees, other than a temporary layoff of less than 20 calendar days, the parties will discuss such plans and, upon mutual agreement only, such plans may be implemented. Other alternatives to layoff shall be subject to the same mutual agreement requirements.

Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs. Layoffs designated as temporary by the Employer shall not be considered as a reduction in hours under this Article or Agreement.

Section C. Voluntary Indefinite Layoffs.

When the Employer elects to reduce the workforce, employees within the affected classifications and Layoff Units may request, in writing, preferential layoff out of line seniority, for a mutually agreed upon period of time not to extend beyond that fiscal year. If granted, the Employer shall not contest the employee's eligibility for unemployment compensation.

In the event such employee is disqualified from collecting unemployment compensation benefits solely due to the voluntary preferential nature of the layoff, upon the employee furnishing satisfactory written documentation of such denial to the Employer, the Employer shall immediately cancel such layoff and shall recall the employee, subject to the 15 day layoff notice period required by this Agreement.

Section D. General Layoff Procedures.

1. Layoff Unit shall be defined as Work Location as defined in Article 3. In the event of closure of or a significant reduction at a Corrections facility, the Layoff Unit shall be regional, as determined by the mutual agreement of the parties unless altered through secondary negotiations.

If operations at a work location are significantly reorganized, or Bargaining Unit work is transferred to a new or different existing facility so as to cause layoffs at the original work location, any dispute regarding how the Sections of

this Article are to be applied to such circumstances will be subject to departmental Labor-Management meetings and/or the conference procedure provided in Article 11, Section E. of this Agreement. Any agreements reached in such meetings shall be in writing. Such meetings shall not operate to delay implementation of these provisions. For purposes of this Subsection, the term "significantly reorganized" shall be determined in secondary negotiations.

2. Within a Layoff Unit, layoff shall be by Civil Service classification within a series. For purposes of this Article, Corrections Officer 8 and E9; Forensic Security Aide 8 and E9; Special Alternative Incarceration Officer 9 and E10; and Corrections Medical Aide 8 and E9; shall each be considered as one classification.

3. Employees within the affected Layoff Unit shall be laid off in inverse seniority order, as defined in Article 13 C. and Subsection D.4 and D.5 of this Article.

However, the Employer may lay off and recall by out-of-line seniority because of:

- a. Gender, as provided by law or court order;
- b. Department of Civil Service approved selective certification;
- c. Voluntary layoffs;
- d. Maintaining an existing affirmative action program in accordance with applicable law and approved in advance by the state personnel director.

The exceptions listed in a. and b. above shall only be made where there is a valid occupational requirement and no alternative exists for preferring the less senior employee.

The affirmative action exception, Subsection d. above, shall only be used in accordance with Civil Service Commission guidelines for implementation of Civil Service Rules and Regulations.

The Employer shall give notice of such intent to the Union and, in accordance with Civil Service Rules and Regulations, shall meet and confer with MCO about the impact of such determination. No Department shall implement Subsection d. above without the involvement and agreement of the State Employer.

[NOTE: Section D.3.d, and the three paragraphs immediately following, are included in this contract as directed by Impasse Panel

Decision IP-80-2, December 16, 1980, which decision is reprinted herein as Appendix C.]

4. When an employee is transferred or promoted out of the Bargaining Unit, the employee shall retain the Bargaining Unit's seniority accumulated up to the date of such transfer or promotion for purposes of exercising bumping rights within the Bargaining Unit under this Agreement.

Any person employed in a first or second level supervisory capacity over positions assigned to this Bargaining Unit shall have all service accumulated in such supervisory capacity as of October 1, 1980 credited as seniority in the class series in which the supervisor was last employed in the Bargaining Unit. However, no service accumulated in such supervisory capacity subsequent to October 1, 1980 shall be credited as seniority for purposes of bumping within the Bargaining Unit.

A Bargaining Unit employee who, subsequent to the effective date of this Agreement, transfers or promotes to a position and class outside the Bargaining Unit, but who returns to a position in the Bargaining Unit prior to the expiration of six months or the probationary period in such position outside the Bargaining Unit, whichever is greater, shall have such period of service outside the Bargaining Unit credited at the level and in the class series to which the employee returns.

An employee laid off out of line seniority order under the provisions of Subsection D.3. above shall continue to receive seniority credit for the period of layoff, not to exceed five years, provided that a less senior employee in the same class and level is still working in the layoff unit from which the employee was laid off.

5. Chief Stewards and members of the MCO Executive Council, if employed in the Bargaining Unit, shall be considered as more senior than other members of the layoff unit, but only during the term of their respective office and only for the purposes of layoff and recall (excluding voluntary and/or temporary layoffs). Not more than two employees at any one work location or facility shall be accorded such seniority status at any one time.

6. No employee within a Security Unit layoff unit with Civil Service status (examined, certified eligible, and satisfactorily completed a probationary period) shall be laid off from the affected classification until all Security Unit employees within the layoff unit who are without status and who are employed in the affected classification are laid off.

Section E. Bumping.

The employee scheduled for layoff under Section D. may elect to either accept layoff or bump to the least senior position in the layoff unit for which the employee is qualified, as provided in this Section. An employee scheduled for

layoff who fails or is unable, in accordance with Section D.3., to exercise the option to bump to the least senior position shall be laid off.

For purposes of this Article, the least senior position is defined as:

1. A vacant position which the Employer intends to fill; or, in the absence of such vacancy,
2. The position occupied by the least senior employee as described in Section D.3. above.

Within seven calendar days of receipt of notification of layoff, the employee scheduled for layoff shall notify the Employer of his/her decision to either accept layoff or bump into the least senior position in the layoff unit in the next lowest level and successively lower levels thereafter, within his/her current class series, as listed below. Alternatively, if it would result in a higher rate of pay, an employee may bump into the least senior position in the layoff unit in a former class series at or below any level at which the employee had satisfactorily completed the required probationary period. This alternative shall not apply to employees who were demoted from the higher paying class for disciplinary reasons or who transferred from the higher paying classification in less than satisfactory employment status.

An employee seeking to bump into another position must meet all requirements in accordance with Section D.3.

As a result of bumping downward, an employee shall not earn more than the maximum rate of the lower classification bumped into or more than the rate previously earned in a higher classification from which the employee bumped. When an employee bumps downward, he/she shall be paid at that step in the lower level pay range which credits the service in the higher level range(s) to the step at which the employee was paid when promoted from a lower level.

Classifications in a Class Series

Classification

Classes in Series

Corrections Medical Aide

Corrections Medical Aide 8
Corrections Medical Aide E9
Corrections Medical Unit Officer E10

Corrections Officer

Corrections Officer 8
Corrections Officer E9
Resident Unit Officer E10

Forensic Security Aide

Forensic Security Aide 8
Forensic Security Aide E9

Special Alternative Incarceration Officer Special Alternative Incarceration Officer 9
Special Alternative Incarceration Officer E10

Section F. Recall Lists.

1. Laid Off Employees. Recall lists shall be maintained by seniority for each classification for the layoff unit affected by layoff. Each laid off employee shall automatically have his/ her name placed upon the layoff unit recall list, in order of seniority, for the classification, and layoff unit, from which he/she is laid off. In addition, each laid off employee shall have the right, upon request, to have his/her name placed upon a departmental recall list, in order of seniority, for the classification from which he/she is laid off, for each layoff unit at which he/she will accept recall to employment. The employee shall notify the Employer in writing of his/her designation within seven calendar days subsequent to being laid off. The Employer will furnish a standardized form to each employee for recall designation. Return from a departmental recall list shall be in order of seniority.

In addition, the laid off employee shall have the right to have his/her name placed upon the layoff unit recall list, in seniority order, for such additional classifications in which he/she has satisfactorily completed a probationary period in this bargaining unit. Such employee shall also have the right to have his/ her name placed on departmental lists(s), and statewide interdepartmental recall lists for such position(s) as provided above.

2. Transfer in Lieu of Layoff. In the Department of Corrections, an employee who is not actually laid off from a work location that has scheduled layoffs---but who transfers to another work location in lieu of being laid off---shall be placed on the layoff unit recall list for the employee's classification for the work location from which the employee transferred, but only under the following conditions:

- a. The Employer has formally notified the Union of its plans to schedule layoffs at the employee's original work location; and
- b. The employee's original work location is not closing; and
- c. The employee's classification is one in which layoffs are being scheduled at the employee's original work location; and
- d. The effective date of the employee's transfer to the different work location is later than the date the Employer notifies the Union of its plans to schedule layoffs at the original work location, but before the effective date of the layoffs at the original work location.

Such transferred employee shall be recalled from the original layoff unit recall list in the same manner as if he/she had actually been laid off from that work location.

Implementation of this procedure shall be monitored by the Department of Corrections Central Personnel Office.

3. Administration of Lists. An employee may delete in writing a classification or designated work location from any list upon which his/her name appears without penalty at any time prior to the recall notice being sent.

If there is an error in the administration of the system which leads to improper recall, such recall shall be corrected; however, for a 14 day period following the date the Employer became aware of improper recall, the Employer shall have no financial liability including back pay to the employee not properly recalled.

Section G. Recall from Layoff.

The provisions of this Section shall be applied subject to the exceptions listed in Section D.3. of this Article. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.

When the Employer intends to fill a vacancy by means other than reassignment or transfer within the Work Location, the Employer shall recall the most senior employee who is on the layoff unit recall list for such classification.

If no employee is on such layoff unit recall list, the Employer shall recall the most senior employee from the Departmental recall list for the classification provided for in Section F. of this Article.

If no employee is on such Departmental recall list, the Employer shall recall one of the three most senior employees from the statewide recall list for the classification provided in Section F. of this Article.

The shift (and current days off of the vacancy where appropriate) to which a recalled employee is assigned shall be in accordance with the recalled employee's seniority in accordance with Article 15, Section C., last sentence.

The employee's right to recall shall exist for a period of up to three years from the date of layoff. Prior to that time employees may renew their recall rights for another three years by giving written notice to the Employer.

Section H. Removal of Name From Recall Lists.

If an employee fails to respond within ten calendar days from the mailing date of the recall notice, his/her name shall be removed from recall lists. In addition, his/her name shall be removed from recall lists as provided below:

1. An employee who refuses recall to employment in his/her layoff unit in his/her primary class shall be removed from all recall lists as a voluntary resignation.
2. An employee who accepts recall to employment in his/her layoff unit and his/her primary class shall be removed from all recall lists.
3. An employee who refuses or accepts recall to a secondary class on the layoff unit recall list shall be removed from all lists for such secondary class.
4. An employee who refuses or accepts recall to a primary or secondary class on a departmental recall list shall be removed from the list(s) for such class except at the layoff unit from which he/she was laid off.

For purposes of this Agreement, the following definitions shall apply:

- A Primary Class is the classification from which an employee is originally laid off.
- A Secondary Class is any classification in which an employee has satisfactorily completed a required probationary period, and any lower level classification in that same series.
- A Layoff Unit Recall List is a recall list for the layoff unit from which the employee is laid off.
- A Departmental Recall List is a recall list for all layoff units within the Department from which the employee is laid off.
- Class refers to classification.

An employee may, upon showing a good cause for failure to respond, have his/her name restored to the appropriate lists(s) for consideration in filling future vacancies.

Section I. Recall to Temporary Vacancies.

In accordance with the provisions of this Article, employees shall designate agreement to be recalled by work location on a temporary basis when laid off. Recall to a temporary vacancy shall also be on the basis of seniority. An employee who fails to accept recall to a temporary vacancy at a layoff unit previously designated shall be removed from that list. Removal from a temporary list shall not effect the employee's place on any permanent recall list.

Section J. Layoff and Recall Information for MCO.

The Employer agrees to provide the Union copies of such material which the Employer uses to determine the employees who are to be laid off.

The Employer agrees to provide copies of all layoff unit, Departmental and statewide recall list(s). The Employer will inform the Union of any changes in, additions to, or deletions from such list(s). The Employer will also provide the Union copies of updated lists when they are to be used for recall.

Section K. Relocation Expenses.

Employees exercising bumping rights and/or accepting recall under the provisions of this Article shall not be entitled by this Agreement to receive moving or relocation expense reimbursement or a subsistence allowance.

Section L. Expanded Employment Option.

Any status Forensic Security Aide who has been notified of layoff, and is unable to bump to another position at the Center for Forensic Psychiatry under the provisions of Section E. of this Article, may transfer to a vacant Corrections Officer 8 position within the Correctional Facilities Administration Region III provided there is no Departmental layoff list, if the employee has Civil Service status, and provided he/she meets the requirements for entry into the classification and the position, and subject to Civil Service Rules and Regulations, and laws governing educational requirements.