

4. If the hiring manager does not desire to use the transfer process, he or she must notify the Director. The waiver shall be granted at his or her sole discretion in writing and his or her decision is final. A copy of the waiver request shall be sent to the Association.
5. An employee may be provided Administrative Leave or per diem in accordance with the Alaska Administrative Manual to facilitate the move in cases of special need or extenuating circumstances, as deemed appropriate by the Department of Corrections.

### C. Special Circumstances

1. A vacancy that is to be filled must be offered by order of seniority to laid off member(s) in the job class.
2. Hiring managers may choose to fill vacancies through voluntary demotion rather than a transfer without first working the transfer list.
3. The Director of Institutions may:
  - a. Limit the names considered to a specific vacancy when the hiring facility is in need of a member such as a certified Prisoner Transportation Officer or has specific gender needs. Specific gender needs must be approved by the Division of Personnel prior to Director approval.
  - b. Fill a vacant position through hardship transfer in accordance with past practice.
  - c. Consider the staffing and experience levels of the involved institutions.
  - d. Direct an appointment to a vacant position pursuant to rights or obligations under this agreement, arbitration rulings, or statutes.
  - e. Maintain the authority to suspend or waive the transfer policy whenever necessary.

- D. The transfer policy set forth in Article 9.8 does not apply to Correctional Officers I when initially hired.

## **ARTICLE 10 - LAYOFF**

### **10.1 Reasons for Layoff**

The Employer may lay off a Bargaining Unit member who holds a substitute appointment when the incumbent returns to the position, or by reason of abolition

of the position, shortage of work or funds or other reasons outside of the member's control which do not reflect discredit on the services of the member.

## **10.2 Organizational Units**

- A. Each Correctional facility is a separate organizational unit. Facilities, which are co-located and report to the same on-site supervisor (e.g. Wildwood), constitute a single organizational unit.
- B. The Training Academy and the Central Office Prisoner Transportation Unit are each a separate organizational unit.

## **10.3 Order of Layoff**

- A. Layoff shall be by order of the least senior Officer, computed as defined in Article 9.7.
- B. Once the Employer identifies the position it intends to vacate, the following procedure applies:
  - 1. Correctional Officer III position:
    - a. The C.O. III with the least layoff seniority in the organizational unit shall be designated for layoff.
    - b. The designated C.O. III may elect to displace the C.O. I/II with the least layoff seniority in the organizational unit provided that the C.O. III has more layoff seniority than the C.O. I/II.
    - c. If the C.O. III displaces the least senior C.O. I/II in the organizational unit and that C.O. I/II is an initial hire probationary employee, the C.O. I/II will be laid off.
    - d. If the C.O. III displaces the least senior C.O. I/II in the organizational unit and that C.O. I/II is a permanent employee, the C.O. I/II may displace the least senior C.O. I/II in the Department.
  - 2. Correctional Officer I/II position:
    - a. The least senior C.O. I/II in the organizational unit shall be designated for layoff.
    - b. If the designated C.O. I/II is an initial hire probationary employee, the designated C.O. I/II will be laid off.
    - c. If the designated C.O. I/II is a permanent employee, the C.O. I/II may displace the least senior C.O. I/II in the Department.

#### D. Conditions of Displacement

1. Upon receipt of the layoff notice and the location in which he or she may exercise an election to displace, the Bargaining Unit member to be laid off shall have ten (10) working days to exercise such election to displace an employee under the provisions set forth above.
2. If a C.O. III elects to displace a C.O. I/II, he or she shall be placed at the appropriate range at the C.O. III's existing step and the merit anniversary date shall remain unchanged. Upon recall to the C.O. III, the employee's hourly rate shall be adjusted upward, step for step, to the appropriate range.
3. If a member elects to displace another member and that displacement entails a change of duty station, the Bargaining Unit member shall be responsible for any travel or moving expenses incurred.

#### D. The order of layoff shall be:

1. Bargaining Unit members shall be listed in ascending order of layoff seniority. The member with the least layoff seniority shall be laid off first (1st), the second (2nd) member second (2nd), etc.
2. Ties: If two (2) or more Bargaining Unit members have identical layoff seniority, the order of layoff shall be determined by the following:
  - a. Veterans' Preference per AS 39.25.150(19): A veteran shall be given preference for the position over a non-veteran.
  - b. Layoff seniority in the class from which laid off.
  - c. If a case cannot be determined by the application of a or b, it shall be at the Employer's discretion to determine which of the two (2) or more Bargaining Unit members to lay off.

#### **10.4 Notification**

- A. In every case of the layoff of a permanent Bargaining Unit member, the Department shall make every reasonable effort to give written notice to the member at least thirty (30) calendar days in advance of the effective date of the layoff. The Department shall give at least two (2) weeks written notice.
- B. In every case of the layoff of a probationary Bargaining Unit member, the Department shall make every reasonable effort to give written notice to the member at least two (2) weeks in advance of the effective date of the layoff.
- C. Division of Personnel and Labor Relations staff shall be available to provide

counseling and assistance to affected Bargaining Unit members. This includes assistance in seeking other employment and advice as to the member's rights and benefits.

### **10.5 Rights of Laid-off Employees**

No provision of this Agreement shall be construed to interfere with the rights of injured workers pursuant to AS 39.25.158 and AS 23.40.075.

#### **A. Recall**

1. A laid-off Bargaining Unit member shall be placed on the layoff recall list. When a hiring list is requested, the one (1) employee highest on the layoff recall list for that organizational unit in the appropriate class (C.O. III or C.O. I/II) shall be certified for the vacancy.
2. If no organizational unit layoff list exists or if such eligible Bargaining Unit members decline appointment or are not available and the reason for the certification is not because of a reclassification of a filled C.O. I/II flex, the one (1) member highest on the layoff recall list for the Department in that job class shall be certified for the vacancy.
3. The order of return from layoff shall be the reverse order of the layoff seniority. If two (2) or more laid-off Bargaining Unit members in the same class (C.O. III or C.O. I/II) have identical layoff seniority, the job will be offered first:
  - a. to the member who has been on layoff the longest; then
  - b. to the member who meets the legal definition of veteran for purposes of veterans' preference.
  - c. In any case which cannot be determined by the application of a and b above, it shall be the Employer's discretion to determine which of the two (2) or more laid-off members to recall.
4. A Bargaining Unit member may submit a statement restricting the facilities to which the member will be available for recall. The Employer will request information concerning restrictions of availability from each member at the time of layoff.
5. If a Bargaining Unit member does not file a written statement concerning restrictions of availability, the Employer will place the member on the layoff recall list for the organizational unit from which laid off only.
6. A laid-off Bargaining Unit member who receives a recall offer consistent with the member's designated conditions of availability must accept that

offer or lose all layoff rights.

7. For any recall from layoff, which entails a change of duty station, the Bargaining Unit member shall be responsible for any travel or moving expenses incurred.

#### **10.6 Termination of Recall Rights**

A Bargaining Unit member's right to be recalled from layoff will terminate when any of the following occur:

- A. The member resigns from State service;
- B. The member fails to accept a recall offer consistent with the member's designated conditions of availability for recall from layoff;
- C. The member has been in layoff status for two (2) years. The recalled member must have a current APSC certification or successfully complete the applicable APSC certification requirements;
- D. The member becomes ineligible for APSC certification;
- E. The member fails to keep the Department notified of a current address and phone number.

### **ARTICLE 11 - CONTRACTING OUT**

#### **11.1 Feasibility Studies**

- A. The State has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities.
- B. Decisions to contract out shall be made only after the affected agency has conducted a feasibility study determining the potential costs and benefits, which would result from contracting out the work in question. The State agrees to notify the Association within two (2) weeks of its decision to initiate a study, or, in the alternative, that it intends to review operational analyses for purposes of contracting out work. Such operating analyses shall constitute a feasibility study under this Article. Notice to the Association shall include the job classifications and work areas affected. Notification by the State to the Association of the results of the feasibility study will include all pertinent statistical and analytical information which the State will consider in making its decision regarding contracting out the work, including but not limited to the total cost savings the State anticipates.
- C. The State shall notify the Association of its final decision regarding contracting out.