

Implementation Provisions for SEBAC 2017 Job Security for OLR Covered Units.

The process outlined in this section is a supplement to the October 18, 2005 Placement and Training Agreement and is designed to govern the procedure utilized in situations where there are employees covered by the Placement and Training Agreement who are impacted by a decision to close a state facility or make other programmatic changes which would have resulted in the layoff of state employees but for the Job Security Provisions of SEBAC 2017, and transfers necessary to deal with workload issues necessitating the transfer of state employees to different work units, locations or facilities. The provisions hereunder shall expire as of June 30, 2021, unless extended by mutual agreement of the parties. The State will continue to provide the longest possible advance notice as provided in Section 7d of the Placement and Training Agreement to the unions and employees impacted by such decisions. The process described below shall be known as the Job Security Implementation ("JSI") Process.

1. There shall be a four-phase process as follows:

a. Phase I.

In the event of a significant reorganization, the State may contact affected bargaining units, and the Coalition, to discuss voluntary alternatives to placement to be offered to employees who would be affected by the reorganization. No such alternative will reduce the rights of any employee under this agreement should the employee not voluntarily elect the offered choice(s).

b. Phase II.

The State shall use its best efforts to attempt to combine the placement and transfers of individuals in the event of multiple closings and programmatic changes occurring within the same period of time to maximize the likelihood of success.

i. Initially affected employees would enter the Placement and Training (P&T) process.

ii. May use normal P&T rights.

iii. In addition, the Secretary of OPM shall use best efforts to make comparable jobs available within acceptable geographic radius (defined below). Such jobs will typically be in the affected employees' bargaining unit.

iv. Comparable jobs within the same bargaining unit shall be initially offered to affected employees on the basis of layoff seniority as defined in their collective bargaining agreement and, if necessary, state service.

v. Any affected employee not accepting a comparable job then goes to Phase III.

c. Phase III.

The collective bargaining agreement (CBA) process begins. Initially affected employees and/or secondarily affected employees may then exercise their rights under the CBA. The CBA process ends when either (1) the affected employee(s) has a comparable job; or (2) the affected employee(s) choose to waive further contractual displacement rights and enter Phase III.

d. Phase IV.

Finally any remaining affected employee(s) would enter the P&T process.

- i. May use normal P&T rights.
- ii. In addition, the Secretary of OPM uses best efforts to make comparable jobs available within acceptable geographic radius (defined below). Such job will typically be in the affected employees' bargaining unit.
- iii. Comparable jobs within the same bargaining unit shall be initially offered to affected employees on the basis of layoff seniority as defined in their collective bargaining agreement and, if necessary, state service.
- iv. If no comparable job available within the acceptable geographic radius, the finally affected employee(s) will be offered other jobs within the acceptable geographic radius on a temporary basis until comparable job available, and are red-circled in original pay-grade.
- v. Employee may be offered training through the P&T Committee as a way of moving employee to a position comparable to the one lost.
- vi. No employee shall have a right to a promotion under this process.
- vii. Affected employee refusing an assignment within the acceptable geographic radius during Phase 3 of the process may be laid off, but will have all usual rights of laid off employees.

2. Relevant definitions which apply to this process only and shall not be utilized for any other purpose:

- a. "Comparable job" means one with similar duties and the same or substantially similar biweekly salary range. The requirement to offer a comparable job shall not be met if the target job requires a hazardous duty retirement covered employee to move to non-hazardous duty retirement employment, or vice versa.
- b. "Acceptable geographic radius" for Phase I means a one way commute equal to the greater of his/her present commute or thirty (30) miles from his/her work location at the time of notice. During Phase III, acceptable geographic radius means a one-way commute equal to the greater of his/her present commute or thirty (30) miles from his/her home. In the event that there is no opportunity within the applicable thirty (30) mile measurement, the State will provide an opportunity within a fifty (50) mile radius based upon the

applicable measurement. In the event an opportunity becomes available prior to July 1, 2023 within the applicable thirty (30) mile limitation, the impacted individual shall be offered such position before it is offered to an individual with lesser rights. In the event the individual declines such position within the applicable thirty (30) mile measurement, the State has no further obligation to offer another position to such individual based upon the geographic restriction.

c. Manner of measurement. The parties have agreed to utilize MapQuest, shortest distance for positions offered in Phase II and MapQuest, shortest time for positions offered in Phase IV.

3. Priority, Working Test Period Issues, and Related Issues

a. Employees needing positions through the process outlined in this Section B (as compared to the normal P&T process) have priority over other claimants to position based on the SEBAC 2017 job security provisions. Provided, however, seniority under the CBA may be utilized for the purpose of shift selection in the target facility.

b. Where a job is offered to comply with the rules of this Section, which would require the completion of a working test period, failure of the employee to successfully complete that working test period will return the employee to the process outlined in this Section B, unless the reasons for the failure would constitute just cause for dismissal from state service. The process outlined in this Section B terminates as of June 30, 2021, or when there is no employee remaining with rights to the process, whichever is later.

4. Dispute Resolution

a. "Work now, grieve later" applies as usual to JSI related grievances.

a. Placement & Training Committee to convene for emergency advisory procedure if employee claims he or she is being inappropriately laid off in violation of the JSI procedure.

c. Any arbitration necessary to resolve a claim that an employee is being denied a suitable comparable assignment under this agreement shall receive priority processing for purposes of assignment of an arbitrator, a hearing date, and resolution of the arbitration. Any dispute or arbitration under this agreement shall be under the SEBAC agreement process.

5. Transfer Implications

a. Where staffing disproportions other than through agency consolidations, the process outlined in this Section B will be used to eliminate the necessity of a transfer (directly or through layoff notice). If there is more than one employee in the impacted classification, the State shall ask the employees in

layoff seniority order and, in the event there are no volunteers, the junior employee shall be transferred.

b. In cases where involuntary transfers occur, affected employees shall have the right of first refusal to return to their prior geographic locations prior to an equivalent position being offered at the prior geographic location to a less senior person.