



Personnel and Labor Relations
Director's Office

Layoff FAQ

Please read the contents of this package thoroughly, so you are aware of your rights and responsibilities. This is only a general summary of your layoff rights; your specific bargaining unit contract provides more detailed information. If you have specific questions, please contact your department HR staff.

* * * * *

LAYOFF QUESTIONS AND ANSWERS

1. How is the employee to be laid off determined?

Each bargaining unit contract outlines the steps to be followed during the layoff process.

The organizational units for layoff purposes are as follows:

General Government Bargaining Unit (GGU):

- Division
- Location *
- Job Classification Series
- Position Status

*For a location where there is more than one employee in the job class series, "Location" is the geographic location of the position slated for elimination; however, for the bumping pool (lower levels within the job classification series), geographic expansion is used only if no employee is eligible to be displaced and there are fewer than five employees in the next lower job class of the organizational unit. If this occurs, the location is normally expanded concentrically until five employees are included.

For an employee in a position at the geographic location where there are no additional employees in the job class series at that location, the location will be expanded concentrically to include a minimum of five (5) employees. In addition, the employee's performance for the rating period immediately preceding the calendar year in which layoff is being considered must be determined to be mid-acceptable or higher. For employees who have not received an evaluation for the immediately preceding rating period, their performance will be presumed to be mid-acceptable or higher. In this scenario, further bumping is not afforded to the displaced employee in the expanded location.

Supervisory Bargaining Unit (SU):

- Department
- Location **
- Job Classification Series
- Position Status

** “Location” is the geographic location of the selected position. If less than three (3) employees would be included in the unit at the locale, “location” will be expanded (preferably concentrically) to include the closest area until three (3) employees are included, if available.

Layoff seniority points for all employees in the organizational unit are computed on the employee’s length of probationary/permanent employment in the classified service. The employee with the lowest number of layoff seniority points is laid off first, the second employee second, etc. If there are lower levels within the job classification series, the employee with the lowest number of layoff seniority points may elect to bump the employee with the lowest number of layoff seniority points in the lower classification providing the employee of the higher classification has more layoff seniority points. Additional information on “bumping rights” is included in the response to question #5.

Confidential Bargaining Unit (CEA):

- Division
- Location
- Job Classification
- Position Status

In the event of the consolidation of two or more organizational units, all positions shall be combined into a single pool prior to determining the order of layoff.

Layoff seniority points are computed based on the employee’s length of probationary/permanent time in the classified service.

Labor Trades & Crafts Bargaining Unit (LTC):

There are no organizational units involved. Employees are laid off based solely on duty station (Location) seniority for the job class. Seniority is based on the date of entry by a permanent/probationary employee into an established or new duty station.

Public Safety Employees Association (PSEA):

There are no organizational units involved. Employees are laid off based solely on seniority.

- Department of Public Safety: Seniority is based on unbroken service in the job

classification series as defined in the bargaining unit.

- Department of Transportation and Public Facilities: Seniority is based on unbroken service in the job classification series, as defined in the bargaining unit agreement, at the respective airport.

Alaska Correctional Officers Association (ACOA):

- 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.
- The Training Academy and the Central Office of Prisoner Transportation Unit are each a separate organizational unit.
- Employees are laid off based on seniority. The way in which seniority is determined differs based on the employee's hire date and is addressed in Article 9.7 of the ACOA's collective bargaining agreement.

2. How much advance notice of layoff must be given?

- Permanent employees: Every effort will be made to give thirty (30) calendar days' written notice before the effective date of layoff. At the very least, ten (10) working days' notice will be given.
- Probationary employees: Every effort will be made to give ten (10) working days' notice before the effective date of layoff.

3. When are layoff rights effective?

Layoff rights are effective on the day after the employee's last day of work. For example, if the employee's last day of work is June 30, the employee is placed in layoff status with all associated layoff rights effective July 1.

4. How are my layoff points calculated?

Layoff points are calculated on probationary and permanent employment in the classified service. Periods of nonpermanent, emergency, exempt, and partially exempt service are not credited. Time served as a provisional employee is credited only when it has been retroactively converted to probationary or permanent status (in the same PCN).

5. What are "Bumping Rights" and how do they work?

- Individual bargaining agreements should be reviewed. In general, for GGU and SU employees, the employee who receives a notice of layoff may only displace/bump an employee if the employee in the position slated for elimination has more layoff points than the least senior employee in the organizational unit. Displacement or transfer to another position at the same job class level within the organizational unit may be an option if the employee in the position slated for elimination has more seniority than another employee in the same job class within the unit. If this is the case, the employee who is displaced by the more senior employee then has the option of bumping the least senior employee in the next lower job classification in the same class series within the unit, provided the employee who is displaced has more seniority than any employee in the next lower job classification. If there is no employee with less layoff points in that next lower classification, each lower classification is reviewed until the series is exhausted.
- In some situations, bumping rights will not be applicable such as when there are no lower job classifications in the same class series within the organizational unit, or all positions within the organizational unit are being eliminated.
- In general, employees slated for layoff are informed of the option to displace/bump an employee at the same level or in a lower job classification at the time they are notified of their impending layoff and are given ten (10) working days from the date the layoff notice is received to exercise this option (GGU employees are treated as a transfer when informed of the option to displace an employee at the same level within the original organizational unit).
- Employees who choose to exercise “bumping rights” are placed in layoff status for the original job classification held.
- Choosing to not exercise bumping rights does not affect layoff rights.
- The applicable collective bargaining agreement should be referenced for specific provisions regarding bumping rights.

6. Can I accept a nonpermanent position without jeopardizing my layoff rights?

Yes. You may accept a nonpermanent position without jeopardizing your layoff rights, regardless of the salary range.

7. Can I accept a position in the partially-exempt or exempt service or with the Legislative or Judicial Branch without jeopardizing my layoff rights?

Yes. Employment in a partially-exempt or exempt position or in another branch of government will not affect your layoff rights.

8. How does recall from layoff work?

- Individual bargaining agreements should be reviewed. In general, upon layoff from your position, your name will be placed on the layoff list for your current job class, location, division (GGU only), department (SU only), position status (full-time, part-time, or seasonal), and bargaining unit. Many employees have the option to select different conditions under which re-employment in the job class and bargaining unit will be accepted. These selections are limited to location, department and position status. SU and GGU employees use the *Conditions of Employment Upon Return From Layoff* form to change recall conditions.
- If there are other employees in layoff status for the same job class and bargaining unit, the order of return from layoff will be as follows:
 - a. Employees, in order of layoff points, who were laid off from the same organizational unit as the position being filled. The organizational unit is described in question #1.
 - b. Employees, in order of layoff points, who were laid off from the same department as the department which is filling the vacancy.
 - c. Employees, in order of layoff points, who were laid off from that job class in all agencies in the Executive Branch of government.

PSEA, LTC, ACOA Employees – recall is made in order of seniority.

9. Can I modify layoff recall conditions?

Most collective bargaining agreements allow laid off employees to modify their conditions for recall by filing a *Conditions of Employment Upon Return From Layoff* form with the Division of Personnel and Labor Relations. SU and GGU employees may also use this form to expand layoff rights to include three job classes within the job class series (that will include the job class from which laid off) at a level equal to or lower than the job class from which laid off. If an employee accepts recall to a lower class, the employee will retain layoff rights to the higher level job class.

For GGU vacancies, layoff conditions in effect prior to a recruitment being advertised will be the conditions considered on the closing date of recruitment, with the exception of recruitment extension requests. The exception regarding recruitment extension language applies after 90 days from the closing date of the recruitment.

10. How long will my layoff rights last?

Layoff rights will last for up to two (2) or three (3) years (varies by agreement), unless at some time within the defined time period, your layoff rights are terminated. See question #11 for the conditions under which layoff rights are terminated.

11. How are my layoff rights terminated?

Your rights to be recalled from layoff will terminate when any of the following occur:

- You resign from State service.
- You change your duty station (applicable to LTC employees only).
- You are appointed to a permanent classified position in a job class with a salary range equal to or higher than the salary range from which laid off regardless of whether the job is full-time, seasonal, or part-time (LTC is excluded per Article 22.04.C).
- You have been in layoff status for the defined time period [two (2) or three (3) years].
- You fail to accept a recall offer consistent with your designated conditions of availability for recall from layoff. (Except CEA)
- You fail to respond to a written recall notice within the time limits specified. Time limits shall be applied from the date the inquiry is sent (via mail or email) provided that the last day for the receipt of the response is on a work day:
 - Fourteen (14) calendar days when the employee resides outside Alaska, or
 - Ten (10) calendar days when the employee resides within Alaska.
- You fail to promptly advise the Division of Personnel and Labor Relations in writing of your current mailing address. For this purpose, the return of a letter by the postal authorities, if properly addressed to the last address on record, shall be deemed sufficient grounds for removal.

12. If, after I am laid off, I accept a position in the classified service, what happens to my layoff rights?

In general, if you accept a position at a salary range that is less than that of the position from which you are laid off, your layoff rights continue. If the salary range of the position you accept is equal to or higher than the salary range from which you were laid off, your layoff rights will terminate. See the bargaining unit contract for specific

language and exceptions (e.g. LTC).

13. Do I have layoff rights to positions in the job class from which I'm laid off that are in another bargaining unit?

No. You only have recall rights to the bargaining unit from which you were laid off. However, you may be eligible to apply and compete for vacancies in other bargaining units.

14. What happens to my leave accounts?

You need to be certain that your final time sheet and all leave slips have been submitted to Payroll Services before your final papers are processed.

Annual/Personal Leave

You will receive a lump sum payment for your accrued annual/personal leave balance. You may choose to have federal tax withheld from this lump sum leave payment at a flat rate of 25% rather than the rate specified on your current W-4.

SU Employees: See Article 29.1.G.2 for specific provisions regarding a leave reinstatement option upon return to work.

Sick/Excess Sick Leave

If you have a sick or medical leave bank, your balance will remain intact while you are laid off and will be available for use if you return to employment within the period of your layoff rights. If you do not return to work within the period of your layoff rights, you will be separated and your sick leave balance will be canceled.

15. How does a layoff affect my merit and leave anniversary date?

Once returned from layoff, if you have achieved permanent status, your merit and leave anniversary dates are adjusted one month for every twenty-three (23) working days you were in layoff status. If you were laid off as a probationary employee, you must complete any remaining portion of your probationary period upon return to the same job class.

16. When is a final paycheck issued?

GGU - Final paychecks are issued by the third working day after your last day worked. Your final check includes the regular salary which is due from the most recent 1st or 16th of the month through the final day worked.

SU, CEA, ACOA – Final paychecks become due immediately and will be paid during business hours no later than the third working day after your last day worked.

LTC – When an employee is placed on layoff, including seasonal layoff, the employee's wages earned through the date of layoff become due and shall be paid on the regular payday for the pay period in which the wages were earned.

PSEA - Final wages and terminal leave become due immediately and will be paid within three (3) days.

17. If I elect to bump down to a lower job classification within my organizational unit, does my pay range stay at the same level?

No. If you are in GGU or SU and accept a demotion in lieu of layoff due to being “bumped” from a higher level into a lower level within the organizational unit, you will be placed at your existing step in the appropriate range in the new job class and your merit anniversary shall remain unchanged. Please check your bargaining agreement and with your Payroll Services staff for specifics.

18. If I bump to a lower job classification within my organizational unit, what happens to my status (probationary/ permanent) and merit anniversary date (MAD)?

Your status and merit anniversary date remain the same.

19. If I take a voluntary demotion to a lower class in a closely-related class series, does my pay range remain at the current level?

No. If you are a GGU or SU employee, you would be paid at the step in the lower range that best reflects the earned step based on creditable state service. Creditable state service is permanent or probationary classified employment of acceptable quality which demonstrates progressively greater value to the State, as this phrase has been interpreted for granting performance incentives, and is at or above the level of the job class of the position to which the employee is moving.

If you accept a demotion to a job class that is NOT closely-related, you would also be paid at the step in the lower range that best reflects creditable state service, but you would serve a new probationary period and have a new merit anniversary date established.

Please check your bargaining agreement and with your Payroll Services staff for specific pay and status related questions.

20. Do layoff rights apply only within the department from which laid off? Or, do they apply within other departments?

See questions #8 and #9.

21. Must I accept the first offer of recall from layoff I receive?

Your layoff rights will be terminated if you decline a recall offer consistent with your designated conditions of availability for recall from layoff (except for CEA).

NOTE: If you have expanded your *Conditions of Employment Upon Return from Layoff* to include lower levels within the class series under the GGU and SU agreement and you are offered a lower level than what you are laid off from, you still must accept the offer or your layoff rights for the lower classes in the series will be terminated. However, you will still maintain layoff rights for the level from which you were laid off.

22. Do rehire rights apply only within the department from which laid off? Or, do they apply within other departments?

Generally, rehire rights are specific to a job class or job class series, not a department.

23. Are there any rehire or employment rights available to exempt and partially-exempt employees?

No.

24. What is the difference between layoff and rehire?

In the context of recruitment:

- A laid off employee has a preferential right to appointment in the job class from which laid off and some may also have preferential rights to lower levels within the class series, if elected.
- A current or former employee is eligible for noncompetitive rehire (appointment without recruitment or examination) for one to three years, depending on bargaining agreement, following separation from a job class in good standing while holding a permanent or probationary appointment.

NOTE: A rehire may not be appointed if an employee is on layoff for the job class and bargaining unit of the vacancy.

25. Can laid off employees collect Unemployment Insurance?

Yes. While laid off, you may be eligible for Unemployment Insurance (UI) benefits. For information about UI benefits, consult the Department of Labor and Workforce Development, Unemployment Insurance Program resources at http://www.labor.state.ak.us/esd_unemployment_insurance/home.htm

To file a UI claim, log on to **myAlaska.com** and click on “Unemployment Insurance Benefits”. For employment assistance or to register and look for work, please visit jobs.alaska.gov or call 877-724-2539.

26. What happens to my health insurance coverage?

GGU, LTC, PSEA, and ACOA Employees: Coverage ends on the last day of the month in which you last worked. Contact the following plan or Trust Administrator for information on continuing health insurance while on layoff.

- ASEA Union Benefits Trust Administrator 1-866-553-8206
- LTC Trust Administrator 907-276-7611 or 1-800-446-3671 (outside Anchorage)
- PSEA Health & Welfare Trust 907-561-5119
- ACOA - Contact Retirement and Benefits at 907-465-4460 or 1-800-821-2251

SU Employees: Coverage ends thirty (30) calendar days from the effective date of your layoff.

CEA Employees: Coverage ends thirty (30) calendar days from the last day of the month in which you last worked.

SU and CEA employees may contact Retirement and Benefits at 907-465-4460 or 1-800-821-2251 for more information on continuing health and life insurance while on layoff.

For more information about the effects of layoff on your benefits, please see the Retirement and Benefits Layoff/Separation resources web page:

<http://doa.alaska.gov/drb/resources/layoff%20information/layoff-resources.html#.WQDktk0U-1s>

Be aware that when a member refunds PERS contributions, all benefits, such as health insurance, are forfeited under the defined benefits plans.

27. Do I need to pay moving expenses if I accept a position in a different location in lieu of layoff?

Reimbursement of moving costs is at the discretion of the department.

28. How is a government shutdown different from a position-specific layoff?

Government shutdown/statewide furlough actions effective July 1 due to a lack of a statewide budget may have different results than those described in this FAQ. Please see the shutdown/furlough information here:

http://doa.alaska.gov/dop/fileadmin/human_resource_services/pdf/2017shutdownfaq.pdf