

October 6, 2022

Attention: [WIOATitleI@dwd.wisconsin.gov](mailto:WIOATitleI@dwd.wisconsin.gov)

RE: Notice of Mass Layoff

Dear Department of Workforce Development:

This letter notice is being provided to you pursuant to the federal Worker Adjustment and Retraining Notification (WARN) Act and the Wisconsin Plant-Closing Law, Wis. Stat. § 109.07, which requires affected employers to provide notice to employees, union representatives/collective bargaining agents, and certain government units or officials, of a pending mass layoff or permanent closure. NeuGen, LLC hereby gives notice of its intent to permanently cease certain health insurance-related operations at its Madison, Wisconsin facility located at 45 Nob Hill Rd, Madison, WI 53713. We had previously provided notice to you on June 1, 2022, and August 11, 2022, regarding previous layoffs. This correspondence advises of additional layoffs.

As required by WARN and/or state law, we are providing you with the following information:

- The name and address of the affected site is NeuGen, LLC, 45 Nob Hill Rd, Madison, WI 53713, which is in the health insurance industry. The name and address of the Company official to contact for further information is Vaughn Vance, President, at NeuGen, LLC, 45 Nob Hill Rd, Madison, WI 53713, 608-358-1460.
- The planned action is permanent for affected positions and personnel identified with this notice. The number of employees affected by this action is: 43.
- The expected date of the separation for affected positions for non-union and union employees is December 9, 2022.
- Attached to this letter is a list of the affected job positions and the number of employees in each position who will be affected. See Attachment A. The list identifies which positions are union and which positions are not.
- The applicable collective bargaining agreement section is enclosed as Attachment B.
- The name of the union representing affected employees is the United Staff Union, an affiliate of the National Staff Organization, and the names and addresses of the chief elected officers are: Zech Ehnert, Bargaining Chair/Union Steward and Nou Yang, Bargaining Chair/Union Steward. Their addresses are: 325 Hoover St., Sun Prairie, WI 53590 and 1911 Pike Dr., Apt. 112, Fitchburg, WI 53713, respectively.

Very truly yours,



Vaughn Vance  
President & CEO

**Attachment A**

**Union**

<b>Position</b>	<b>Number Impacted with same position</b>
Claims Representative	4
Senior Claims Representative	1
Customer Experience Representative	16
Eligibility Representative	2
Operational Support Assistant	2
Operational Support Clerk	1
Senior Operational Support Representative	1
Office Assistant	1
Provider Support Representative	3
Senior Member Health Operations Representative	2

**Non-Union**

<b>Position</b>	<b>Number Impacted with same position</b>
Senior HR Business Partner	1
Senior Business Intelligence Developer	1
End User System Administrator II	1
Pharmacy Operations Specialist	1
Care Manager Specialist	2
Manager Member Health Operations	1
Implementation Specialist	1
Vice President of Sales and Marketing	1
Director of Enrollment and Operational Support	1

## **Attachment B**

### **ARTICLE XVII—LAYOFF AND RECALL**

#### **Section 1. General Principles**

The Company will meet monthly with the Union for the purpose of maintaining an ongoing dialog about the Company's future plans and the application of this Agreement to matters affecting the wages, benefits, and working conditions of Employees.

When, for any reason, the Company determines that the layoff of Employees is necessary, pre-layoff position descriptions will be sorted into affected groups. The composition of such groups will be based on similar job duties, pay levels, and required qualifications; presumptively, the incumbent Employees who comprise a group are interchangeable.

#### **Section 2. Layoff Process**

##### **A. Notification**

At least two (2) weeks prior to notifying affected Employee groups of a forthcoming layoff, the Company will meet with the Union to describe the problem and the Company's plan for dealing with it and to provide the Union, in writing, with a list and number of the positions in each group that will be laid off.

##### **B. Selection**

The Company will meet with the Employees in the affected groups for the purpose of offering them the opportunity to volunteer to be laid off. The Employee(s) will have three (3) days to notify HR of their decision to volunteer for layoff. If more Employees volunteer than the total number of positions identified for layoff in the affected group, the layoff(s) will be allocated to the most senior Employee(s) who volunteer.

If fewer Employees volunteer than the total number of positions identified for layoff in the affected group, the Company will lay off the least senior Employee(s) in each affected group until the total number of layoffs has been reached. The Company will notify each of the Employee(s) in writing that s/he is laid off (if s/he has no option to bump) or that s/he has the options to either accept the layoff or bump into another position. The notice will include a list of positions into which the Employee may bump.

### C. Bumping

An Employee may bump into any position of equal or lesser pay level for which s/he is sufficiently qualified to have been normally hired (i.e., the Employee must possess the qualifications and attendance and performance record required to transfer under Article XVI, Section 2.A., and may be required to satisfy the screening and testing requirements imposed on transfer candidates) and which is occupied by an Employee with less seniority. The least senior Employee holding the affected position will be bumped and will now be laid off through this same process.

If an Employee elects to bump, s/he must notify HR of that election and of her/his top three (3) choices of the positions into which s/he wishes to bump, in order of priority, within three (3) days of receiving the layoff notice. Within three (3) days of submitting her/his bumping choices, if asked to do so, the Employee must successfully complete the work sample exercise(s) for each of the positions chosen in order to demonstrate that s/he is qualified for the position(s).

The Company may refuse to allow an Employee to bump into a position if the Employee's doing so would have more than a minimal impact on the operations of the affected department or operational unit. Minimal impact is defined as displacement through bumping of more than two (2) Employees in any position group. In applying this limitation on bumping, the Company will give selection preference among Employees based on their respective seniority. The Company retains the right to allow an Employee to bump into a position, despite the greater than minimal impact that results, on a non-precedential basis.

An Employee who bumps into a new position or is recalled into a position will have a trial period of one hundred twenty (120) calendar days, which may be extended by up to ninety (90) additional calendar days if the Company concludes that the Employee is not meeting performance standards, but might if given further opportunity. When the Employee's performance reasonably demonstrates an inability to satisfy the requirements of the position, the Employee may be demoted or discharged, pursuant to Article VII, Section 3.