

**KALEIDA HEALTH
1199/SEIU UNITED HEALTHCARE WORKERS EAST
COMMUNICATIONS WORKERS OF AMERICA**

2022 CONTRACT NEGOTIATIONS

**Union Proposal
Date Presented: August 12, 2022**

**Article 51
Layoff and Recall**

HUOE

~~Section 1. — The Employer agrees to give the Union advance notice of its intention to layoff or to eliminate a filled position and afford the Union the reasonable opportunity to discuss the layoff or elimination.~~

~~Section 2. — An employee affected by a reduction in hours will be considered subject to layoff for the purposes of this Article.~~

~~Section 3. — The Employer will give the employees at least seven (7) calendar days' notice of the date of the initial layoff.~~

~~Section 4. — A list of employees targeted for layoff will be provided to the Union along with a list of available job vacancies. Once the layoff procedure is completed, the Employer will provide the Union with a list of positions offered, final placement, subsequently bumped employees and their movement, and so on.~~

~~Section 5. — It is understood that, whenever possible, temporary, probationary, Per Diem, Weekend, Flexible, Seasonal and least senior employees, in that order and by job title, will be subject to layoff first.~~

~~Section 6. — If no vacancy exists in his/her job title, category, and shift, such an employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations (and where the cost of unemployment to the Employer would not differ.)~~

~~Section 7. — In the event it is necessary to eliminate, reduce, or layoff any employee covered by this Agreement, the Employer will determine:~~

- ~~a.) — the specific shift and category in a job title and work location, or~~
- ~~b.) — the unit closing or multiple reductions within a department, and~~

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~~e.) — the number of vacancies and temporary and probationary positions in the affected job titles.~~

~~Section 8. — In instances where the employee is targeted for layoff, the procedure described below shall be followed sequentially:~~

~~a.) — assumes any vacancy in his/her job title, category, and shift. (The affected employee may also choose any other vacancy, if qualified.)~~

~~b.) — bumps any temporary or probationary employee in his/her job title, category, and shift.~~

~~e.) — bumps any less senior employee in his/her job title, category, and shift.~~

~~d.) — may bump any less senior in his/her job title, or proceeds to step e.~~

~~e.) — assumes a vacancy in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required and preferred qualifications of the position.~~

~~f.) — bumps any temporary or probationary employee in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the minimum requirements of the position.~~

~~g.) — bumps any less senior employee in a job title in his/her same pay grade, category and shift, unless he/she does not meet the minimum requirements of the position.~~

~~h.) — may bump any less senior employee in a job title in his/her same pay grade, unless he/she does not meet the minimum requirements for the position; or proceeds to step i.~~

~~i.) — if no position exists in the same pay grade, the employee targeted for layoff may follow the same sequence in (e) - (h) in successively lower pay grades.~~

~~j.) — if no such position exists in the above sequence, the employee targeted for layoff will be laid off.~~

~~Section 9. — It is agreed and understood that employees shall serve a sixty (60) working day trial period if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or involuntary) shall result in that employee being laid off.~~

~~Section 10. — Any employee bumped out of his/her position as a result of the layoff procedures will then be considered targeted for layoff and follow the sequence outlined in Section 8.~~

~~Section 11. — Vacancies filled by employee subject to layoff will not be posted and posted positions for which no employee has been selected and officially informed of the selection may be used by the Employer as a vacant position under this Article.~~

~~Section 12. — Prior to layoff, an employee must complete a written recall request form, as provided by the Employer, to indicate:~~

- ~~a.) — the employee's current address,~~
- ~~b.) — the employee's current phone number,~~
- ~~c.) — job titles where the employee is qualified to work and will accept recall,~~
- ~~d.) — whether he/she would accept recall for full-time, flexible, part-time,~~
- ~~e.) — whether he/she would be willing to work on a per diem basis, and~~
- ~~f.) — which shifts he/she would be willing to work.~~

~~An employee may change such written recall request form prior to any recall.~~

~~Section 13. — For purposes of this Article, downgraded shall mean a reduction in pay, a change in shift, or a drop in category, including a permanent reduction in regularly scheduled hours. These employees will have a recall period of twenty — four (24) months as detailed in Section 14 of this Article.~~

~~Section 14. — Employees laid off or downgraded during the stated recall period shall be recalled to fill vacancies in order of seniority, starting with the most senior laid off or downgraded employee. Any vacant position in the same or lower grades within the bargaining unit that would bring the affected employee closer to his/her original position (including category, grade, shift and hours of work) shall be offered, unless such employee does not meet the required and preferred qualifications of the position.~~

~~Section 15. — If an employee either accepts or refuses a recall outside of his/her job title, category and shift, the employee will be maintained on the recall list in order of seniority during the stated recall period.~~

~~Section 16. — Any employee subjected to any step in Section 8 shall have the right to bid on posted positions as per Master Agreement Article 53, Job Bidding and Transfers.~~

~~Section 17. — An employee recalled to a temporary position will be maintained on the recall list by seniority, should a permanent position become available.~~

~~An employee recalled to a temporary position will be returned to the previously held~~

~~downgraded permanent position or returned to layoff, whichever is applicable when the temporary assignment ends. The recall to a temporary position will not affect the stated recall period, as defined in Section 15, when the temporary assignment ends.~~

~~Section 18. Regular full-time and part-time employees who indicate a willingness to work on a per diem basis will be placed on the appropriate list and will be called into work in order of their seniority.~~

~~Full-time and part-time employees' recall rights into permanent vacancies will not be affected by their working on a per diem basis.~~

~~Section 19. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, by certified mail to the employee's last known address. Such notice will give the employee at least 14 calendar days to report to work.~~

CWA BGMC/RN Retain language in present contract except delete Section 3.

CWA BGMC/PROF Retain language in present contract.

CWA BGMC/TCC

Section 1. In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done as follows:

- a.) by providing the Union with the complete plan for staff reduction within the bargaining unit and by complying with the notification and information requirement outlined in Article 74, Job Security (inclusive of seniority lists by full bargaining unit and cost center);
- b.) before beginning layoff, verify any recent changes with the applicable managers, prior to affecting the bump;
- c.) by subjecting to layoff the least senior employee or employees in the job title, unit/cost center, category of employment and shift;
- d.) all temporary and then probationary employees in the job title, unit/cost center and shift in which a layoff is to occur will be terminated prior to any regular employee in that job;
- e.) an employee with seniority who is subject to layoff will have the option of a bump or vacancy within his/her unit/cost center within the same job title, but to a different category of employment and/or to a different shift; (Exception: per diem employees may only have options to other per diem positions.)

- f.) vacancies that may be filled by employees who are subject to layoff will be limited to those that exist on the day that the layoff options are given to the first affected employee in the job title or grade level in the bargaining unit;
- g.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who was hired to work the equivalent number of hours. For example: a part-time employee who is hired to work thirty (30) hours per week may bump the least senior employee who is hired to work thirty (30) hours per week; in accordance with the Section 1.e. above, followed by the steps in Section 2. below;
- i.) when it is necessary to permanently change the number of employees on a shift within a unit/cost center, such a change will be made first by requesting volunteers in seniority order from within the unit/cost center. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff as per Section 1.e. above followed by the steps in Section 2. below or be transferred to the shift on which additional staffing is needed;
- j.) it is agreed and understood that employees shall serve a sixty (60) working day trial period if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or involuntary) shall result in that employee being laid off with recall rights but no bumping rights;
- k.) employees may volunteer to be subjected to layoff, by seniority, in the job title, unit/cost center, category of employment and shift;
- l.) for the purposes of this Article, the parties acknowledge there are day, evening and night shifts; specifically eight (8) hour day, evening and night shifts; ten (10) hour day, evening and night shifts; twelve (12), twelve and one-half (12½) and thirteen (13) hour day, evening and night shifts. Employees subject to layoff will be given their options based on their specified length of shift. If their specific hours of work are not available they will be given their options according to the appropriate shift, day, evening or night shift; and
- m.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

Section 2. When an employee with seniority is subject to layoff, or has their position eliminated under Section 1. above, such affected employee shall be placed in a position in the bargaining unit in the following sequence:

- Step 1: They shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and shift. The employee subject to layoff may also choose job vacancies within their Grade Level, category of employment and/or shift. Temporary positions are not included in this process unless the employee chooses a temporary position. It is understood that an employee who chooses a temporary position at this step shall be placed as if they were originally subject to layoff once the temporary position has ended. If the employee opts to drop shift as a requirement for placement, they may do so at any step. If there is a vacancy in another category of employment with lesser hours which has not been filled by an employee in that category during Step 1 of this procedure, an employee may opt to fill that vacancy.
- Step 2: If no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, job title and shift.
- Step 3: If there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in their category of employment, job title and shift.
- Step 4: If the employee cannot be placed in their category of employment, job title and shift, they shall be offered the option to bump the least senior employee in their job title and shift. The word "offered" means the employee cannot be forced, but can opt to go to Step 5.
- Step 5: If the employee cannot be placed within their category of employment, job title, and shift, they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title.
- Step 6: If no such vacancy exists, the employee would be permitted to bump any probationary employee in their category of employment, in the same job title in the bargaining unit.
- Step 7: If there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in their category of employment, job title in the bargaining unit.
- Step 8: If the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment, grade level, and shift provided the employee meets the requirements for hiring into that position. *

Step 9: If no vacancy exists, the employee shall bump any probationary employee in their category of employment, grade level and shift, provided the employee meets the requirements for hiring into that position.

Step 10: If there are no probationary employees who may be bumped in Step Nine (9) above, then the employee may bump the least senior employee in their category of employment, grade level and shift, provided the employee has more seniority than the least senior employee and has the ability to perform the work inclusive of the requirements for hiring into the position.

Step 11: If the employee cannot be placed in their category of employment and grade level, they shall be offered to bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position. The laid off employee may bump the least senior employee in any job title within his/her grade level provided they are qualified. If the laid off employee does not have the qualification for that job he/she may move up and bump the next least senior employee until he/she meets that job qualification regardless of job title within his/her grade level. The word "offered" means the employee cannot be forced, but can opt to go to Step 12.

Step 12: If the employee cannot be placed within a position in their category of employment and grade level by Step Eleven (11) above, then the above Steps five (5) through eleven (11) shall be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid-off.

* Once an employee in the title of "Lead" reaches the point in the layoff procedure where placement in a position cannot be accomplished in the same "job title", or "job title" is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were Lead in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

The Employer will decide in all cases whether there is a vacancy.

~~Section 3. — It is understood that an employee shall be offered but not forced into a position in the L scale provided the Employee meets the requirement for hiring into that position at any step of this process in Section 2 above. Employees hired before July 31, 2011 will maintain their current rate of pay should they take a position in Long Term Care on the L Scale as a result of this process. All employees hired after July 31, 2011 will move to the appropriate L Scale if they opt to take a position as a result of this process above.~~

Section 4. When an employee is bumped, they shall have all rights of this Article, as if they were originally subject to layoff.

Section 5. At other than Step one (1), the employee may elect a layoff. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid off at that point.

Section 6. ~~The Master Agreement separates the technical and clerical employees into two (2) separate scales. The Clerical Employee Salaries schedule contains thirteen (13) Grades (C1—C13) and the Technical Employee Salaries schedule contains twenty-three (23) Grades (T1—T23). Grades C1—C13 are exactly the same as the hourly rates for T1—T13. (This applies towards employees hired prior to 7/13/11). Therefore, the options provided to an employee in Steps 8 through Step 12 in Section 2. above, will interpret the term “grade level” to include both the clerical and technical titles in the single grouping. When providing job options in Steps 8-12 of Section 2 above (where the technical and clerical job titles are combined) technical employees will be offered options within the technical job titles first if there are less senior technical employees within that grade who could be bumped. Comparable clerical jobs that the technical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.~~

Job options in Steps 8-12 of Section 2 above (where the technical and Clerical job titles are combined) for Clerical employees will be offered within the Clerical job titles first if there are less senior clerical employee within that grade who could be bumped. Comparable technical jobs that the clerical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.

Section 7. It is understood that the employee’s response must be provided to the appropriate Human Resources personnel within twenty-four (24) hours of the time they were informed of their option(s) if their vacancy or bump option is to a position that is the same job title, category of employment, shift, and shift duration. In the event the employee’s option is to a vacancy or bump that is not their job title, category of employment, shift, and shift duration, a response must be provided to the appropriate Human Resources personnel within forty-eight (48) hours of time the employee was informed of their option(s). Failure to timely respond shall be considered as a waiver of the option(s) and the employee will be laid off.

Section 8. The Employer shall give a minimum of seven (7) days’ notice of layoff.

Section 9. When questions arise regarding the ability to perform the work, the burden of proof shall rest with the Union.

Section 10. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to any open job within the bargaining unit provided they have the ability to perform the work available. If the opening is in a different job title, category of employment or shift, they will have the option to refuse such offer up to two (2) times during the layoff period.

- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 11. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, by certified mail to the employee's last known address, and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.

CWA DMP/RN Retain language in present contract.

CWA DMP/PROF Retain language in present contract.

CWA DMP/TCCS

Section 1. The Employer agrees to give the Union advance notice of its intention to layoff or to eliminate a filled position and afford the Union the reasonable opportunity to discuss the layoff or elimination.

Section 2. An employee affected by a reduction in hours will be considered subject to layoff for the purposes of this Article.

Section 3. The Employer will give the employees at least seven (7) calendar days' notice of the date of the initial layoff.

Section 4. A list of employees targeted for layoff will be provided to the Union along with a list of available job vacancies and a seniority list by full bargaining unit and cost center. Once the layoff procedure is completed, the Employer will provide the Union with a list of positions offered, final placement, subsequently bumped employees and their movement, and so on.

Section 5. Employees may volunteer to be subjected to layoff by seniority, in the job title, unit/cost center, category of employment and shift.

Section 6. It is understood that, whenever possible, temporary, probationary, and least senior employees, in that order and by job title, will be subject to layoff first.

Section 7. If no vacancy exists in his/her job title, category, and shift, such an employee targeted for layoff may elect a layoff instead of bumping a less senior employee without jeopardizing unemployment benefits, subject to New York State regulations (and where the cost of unemployment to the Employer would not differ).

Section 8. An employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

Section 9. In the event it is necessary to eliminate, reduce, or layoff any employee covered by this Agreement, the Employer will determine:

- a.) the specific shift and category in a job title and work location; or
- b.) the unit closing or multiple reductions within a department; and
- c.) the number of vacancies, temporary and probationary positions in the affected job titles.

Section 10. In instances where the employee is targeted for layoff, the procedure described below shall be followed sequentially. In no circumstances shall a part-time employee be mandated to accept another part-time position that would result in a reduction in regularly scheduled hours, provided there are less senior employees with equivalent scheduled hours.

Additionally, any employee possessing qualifications not presently required under current job description (i.e., a hospital based Nurses Assistant who possesses CNA certification) shall not be forced to make any of the selection that follow based on such qualifications.

The affected employee may use his/her layoff options in a higher pay grade provided his/her recent experience (defined as within three [3] years) in that higher pay grade was with the Employer and he/she still meets the required qualifications for the position. Such employee shall follow steps b.) through f.) sequentially, substituting "his/her job title" with the higher pay grade job title.

- a.) an employee who is subject to layoff will have the option to bump any less senior employee within his/her department/unit and within the same job title but to a different category and/or to a different shift.
- b.) assumes any vacancy in his/her job title, category, and shift or the affected employee may also choose any other vacancy, if he/she meets the required qualifications for the position.
- c.) bumps any temporary or probationary employee in his/her job title, category, and shift.
- d.) bumps any less senior employee in his/her job title, category, and shift.
- e.) may bump any less senior employee in his/her job title, or proceed to step f.).

- f.) assumes a vacancy in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required qualifications of the position.
- g.) bumps any temporary or probationary employee in his/her category and shift in a job title in the same pay grade, unless he/she does not meet the required qualifications of the position *.
- h.) bumps any less senior employee in his/her same pay grade, category and shift, unless he/she does not meet the required qualifications of the position.
- i.) may bump any less senior employee in a job title in his/her same pay grade, unless he/she does not meet the required qualifications for the position; or proceeds to step j.).
- j.) if no position exists in the same pay grade, the employee targeted for layoff may follow the same sequence in f.) through i.) in successively lower pay grades.
- k.) if no such position exists in the above sequence, the employee targeted for layoff will be laid off.

* Once any employee in the title of "Lead" reached the point in the layoff procedure where placement in a position cannot be accomplished in the same "job title", or "job title" is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were a Lead in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

~~Section 11.— It is understood that an employee shall be offered but not forced into a position in the L scale provided the Employee meets the requirement for hiring into that position at any step of this process in Section 10 above. Employees hired before July 31, 2011 will maintain their current rate of pay should they take a position in Long Term Care on the L Scale as a result of this process. All employees hired after July 31, 2011 will move to the appropriate L Scale if they opt to take a position as a result of this process above.~~

~~Section 12.— The Master Agreement separates the technical and clerical employees into two (2) separate scales. The Clerical Employee Salaries schedule contains thirteen (13) Grades (C 1— C13) and the Technical Employee Salaries schedule contains twenty-three (23) Grades (T1— T23). Grades C1— C13 are exactly the same as the hourly rates for T1— T13. (This applies towards employees hired prior to 7/13/11). Therefore, the options provided to an employee in f through k in Section 10. above, will interpret the term "grade level" to include both the clerical and technical titles in the single grouping.~~

When providing job options in Steps f-k of Section 10 above (where the technical and clerical job titles are combined) technical employees will be offered options within the technical job titles first if there are less senior technical employees within that grade who could be bumped. Comparable clerical jobs that the technical employee may be qualified for will be offered, but the

employee will not be mandated to take the position. The employee may then choose to advance to the next step.

Job options in Steps f-k of Section 10 above (where the technical and Clerical job titles are combined) for Clerical employees will be offered within the Clerical job titles first if there are less senior clerical employee within that grade who could be bumped. Comparable technical jobs that the clerical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.

Section 13. It is understood that the employee's response must be provided to the appropriate Human Resources personnel within twenty-four (24) hours of the time he/she was informed of his/her option(s) if their vacancy or bump option is to a position that is the same job title, category of employment, shift, and shift duration. In the event the employee's option is to a vacancy or bump that is not his/her job title, category of employment, shift and shift duration, a response must be provided to the appropriate Human Resources personnel within forty-eight (48) hours of the time the employee was informed of his/her option(s).

Section 14. It is agreed and understood that employees shall serve a sixty (60) working days trial period if for any reason under this article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or involuntary) results in the employee being laid off.

Section 15. In instances of a unit closing or multiple reductions within a department, the sequence outlined in Section 9. will be followed in order of greatest seniority.

Section 16. Any employee bumped out of his/her position as a result of the layoff procedures will then be considered targeted for layoff and follow the sequence outlined in Section 10.

Section 17. Vacancies filled by an employee subject to layoff will not be posted. These and other posted positions for which no employee has been selected and officially informed of the selection may be used by the Employer as a vacant position under this Article.

Section 18. For purposes of this Article, downgraded shall mean a reduction in pay, a change in shift, or a drop in category, including a permanent reduction in regularly scheduled hours. These employees shall have a recall period of twenty-four (24) months as detailed in Section 19. of this Article.

Section 19. Employees laid off or downgraded during the stated recall period, shall be recalled to fill vacancies in order of seniority, starting with the most senior laid off or downgraded employee. Any vacant position in the same or lower grades within the bargaining unit that would bring the affected employee closer to his/her original position (including category, grade, shift and hours of work) shall be offered, unless such employee does not meet the required qualifications of the position.

Section 20. If an employee either accepts or refuses a recall outside of his/her job title, category and shift, the employee will be maintained on the recall list in order of seniority during the stated recall period.

Section 21. Any employee subjected to any step in Section 10. shall have the right to bid on posted positions per Article 53, Job Bidding and Transfers, of the Master Agreement.

Section 22. An employee recalled to a temporary position will be maintained on the recall list by seniority, should a permanent position become available.

An employee recalled to a temporary position will be returned to the previously held downgraded permanent position or returned to layoff, whichever is applicable when the temporary assignments ends. The recall to a temporary position will not affect the stated recall period, as defined in Sections 18 and 19, when the temporary assignment ends.

Section 23. Full-time, flex and part-time employees who indicate a willingness to work on an "as needed basis" will be placed on the appropriate list and will be called into work in order of their seniority.

Section 24. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, by certified mail to the employee's last known address. Such notice will give the employee at least fourteen (14) calendar days to report to work.

CWA MFSH/RN Retain the language in present contract.

CWA MFSH/PROF Retain the language in present contract.

CWA MFSH/TCC

Section 1. In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done as follows:

- a.) by providing the Union with the complete plan for staff reduction within the bargaining unit and by complying with the notification and information requirement outlined in Article 74, Job Security/Committee (inclusive of seniority lists by full bargaining unit and cost center);
- b.) by subjecting to layoff the least senior employee or employees in the job title, unit/cost center and category of employment and shift;
- c.) all temporary and then probationary employees in the job title, unit/cost center and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, unit/cost center and shift, being subject to layoff;

- d.) an employee with seniority who is subject to layoff will have the option of a bump or vacancy within his/her unit/cost center within the same job title, but to a different category of employment and/or to a different shift (Exception: per diem employees may only have options to other per diem positions);
- e.) vacancies that may be filled by employees who are subject to layoff will be limited to those that exist on the day that the layoff options are given to the first affected employee in the job title or grade level in the bargaining unit;
- f.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- g.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee who is hired to work the equivalent number of hours. For example: a part-time employee who is hired to work thirty (30) hours per week may bump the least senior employee who is hired to work thirty (30) hours per week; in accordance with the steps in Section 2. below;
- h.) when it is necessary to permanently change the number of employees on a shift within a unit/cost center, such a change will be made first by requesting volunteers from within the unit/cost center. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff as per Section 2. below or be transferred to the shift on which additional staffing is needed;
- i.) employees subject to layoff will have the option to job choices within their grade level and/or job title;
- j.) it is agreed and understood that employees shall serve a sixty (60) working day trial period, if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or involuntary) shall result in that employee being laid-off with recall rights but no bumping rights;
- k.) for the purposes of this Article, the parties acknowledge there are day, evening and night shifts; specifically eight (8) hour day, evening and night shifts; ten (10) hour day, evening and night shifts; twelve (12), and twelve and one-half (12½) and thirteen (13) hour day, evening and night shifts. Employees subject to layoff may choose to be given their options based on their specified shifts. If their specific hours of work are not available they will be given their options according to the appropriate shift; day, evening or night shift.

- l.) employees may volunteer to be subjected to layoff, by seniority, in the job titles, unit/department/cost center, category of employment and shift;
- m.) per diem employees subject to layoff may not bump a benefited employee;
- n.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step of this process.

Section 2. When an employee with seniority is subject to layoff, or has their position eliminated under Section 1. above, such affected employee shall be placed in a position in the bargaining unit in the following sequence with union representation:

Step 1: First, they shall be assigned to any vacant position in the bargaining unit which is their category of employment, job title and shift. The employee subject to layoff may also choose job vacancies within their grade level, category of employment and/or shift. Temporary positions are not included in this process unless the employee chooses a temporary position. It is understood that an employee who chooses a temporary position at this step shall be placed as if they were originally subject to layoff once the temporary position expires. If the employee opts to drop shift as a requirement for placement, they may do so at any step. If there is a vacancy in another category of employment with lesser hours which has not been filled by an employee in that category during Step 1 of this procedure, an employee may opt to fill that vacancy.

Step 2: Second, if no such vacancy exist, they would be permitted to bump any probationary employee in their unit/department/cost center, category of employment, job title and shift.

Step 3: Third, if there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in their category of employment, job title and shift.

Step 4: Fourth, if the employee cannot be placed in their category of employment, job title and shift, they shall be offered the option to bump the least senior employee in their job title and shift. The word "offered" means the employee can't be forced but can opt to go to Step 5.

Step 5: Fifth, if the employee cannot be placed within their job title, they shall be assigned to any vacant position in their category of employment, grade level and shift provided they meet the requirements for hiring into the position.*

Step 6: Sixth, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, grade level and shift provided the employee meets the requirements for hiring into the position.

Step 7: Seventh, if there are no probationary employees who may be bumped in Step Six (6) above, then the employees may bump the least senior employee in their category of employment, grade level and shift, provided the employee has more seniority than the least senior employee and meets the requirements for hiring into the position.

Step 8: Eighth, if the employee cannot be placed within their category of employment, grade level and shift, then they shall be assigned to any vacant position in their category of employment, grade level and shift provided the employee meets the requirements for hiring into that position.

Step 9: Ninth, if no vacancy exists, the employee shall bump any probationary employee in their category of employment, grade level and shift provided the employee meets the requirements for hiring into that position.

Step 10: Tenth, if there are no probationary employees who may be bumped in Step Nine (9) above, then the employee may bump the least senior employee in their category of employment, grade level and shift provided the employee has more seniority than the least senior employee and meets the requirements for hiring into the position.

Step 11: Eleventh, if the employee cannot be placed in their category of employment and grade level, they shall be offered to bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position. The laid off employee may bump the least senior employee in any job title within his/her grade level provided he/she are qualified. If the laid off employee does not have the qualification for that job he/she may move up and bump the next least senior employee until he/she meet that job qualification regardless of job title within his /her grade level. (The word "offered" means the employee cannot be forced, but may opt to go to Step 12).

Step 12: Twelfth, if the employee cannot be placed within a position in their grade level by Step Eleven (11) above, then the above Steps Five (5) through Eleven (11) shall be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid-off.

* Once an employee in the title of "Lead" reaches the point in the layoff procedure where placement in a position cannot be accomplished in the same "job title", or "job title" is no longer a requirement in the available options, said employee shall have the option to move down to the job title in which they were Lead in accordance with the steps above and provided their seniority is higher than the least senior employee, if a bump is to occur.

The Employer will decide in all cases whether there is a vacancy.

Section 3. When an employee is bumped, they shall have all the rights of this Article, as if they were originally subject to layoff, beginning the Section 1. of this Article.

Section 4. At other than Step One (1), the employee may elect a layoff. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid-off at that point.

~~Section 5. The Master Agreement separates the technical and clerical employees into two (2) separate scales. The Clerical Employee Salaries schedule contains thirteen (13) Grades (C 1- C13) and the Technical Employee Salaries schedule contains twenty-three (23) Grades (T1- T23). Grades C1- C13 are exactly the same as the hourly rates for T1- T13. (This applies towards employees hired prior to 7/13/11). Therefore, the options provided to an employee in Steps 8 through Step 12 in Section 2. above, will interpret the term "grade level" to include both the clerical and technical titles in the single grouping. When providing job options in Steps 8-12 of Section 2 above (where the technical and clerical job titles are combined) technical employees will be offered options within the technical job titles first if there are less senior technical employees within that grade who could be bumped. Comparable clerical jobs that the technical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.~~

Job options in Steps 8-12 of Section 2 above (where the technical and Clerical job titles are combined) for Clerical employees will be offered within the Clerical job titles first if there are less senior clerical employee within that grade who could be bumped. Comparable technical jobs that the clerical employee may be qualified for will be offered, but the employee will not be mandated to take the position. The employee may then choose to advance to the next step.

Section 6. It is understood, that the employee response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of the time they were informed of offered, their option(s) if their vacancy or bump option is to a position that is the same job title, category of employment, shift, and shift duration. In the event the employee's option is to a vacancy or bump that is not their job title, category of employment, shift and shift duration, or at another site within the bargaining unit, a response must be provided to the appropriate Human Resources personnel within forty-eight (48) hours of the time the employee was informed of their option(s). Failure to timely respond shall be considered a waiver of the option(s) and the employee will be laid off.

Section 7. The Employer shall give a minimum of seven (7) days' notice of layoff.

Section 8. When questions arise regarding the ability to perform the work, the burden of proof shall rest with the Union.

Section 9. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to any open job within the bargaining unit provided they have the ability to perform the

work available. If the opening is in a different job title, category of employment or shift, they will have the option to refuse such offer up to two (2) times during the layoff period.

- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 10. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, by certified mail to the employee's last known address, and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.

Section 11. Employees on layoff status shall be permitted to continue participation in the Employers health insurance plan so long as he/she pays the full premium expenses and the same shall apply to participants in other group life insurance plans, additionally the time spent while on layoff shall not constitute "a break in service for the retirement plan."

SEIU BUSINESS OFFICE CLERICAL

Retain language in present contract.

SEIU BGMC SERVICE AND MAINTENANCE

Section 1. In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or eliminations will be done as follows:

- a.) by providing the Union with the complete plan for staff reduction within the bargaining unit and by complying with the notification and information requirement outlined in Article 74, Job Security which identifies the least senior employee or employees in the job title, cost center, category of employment and shift;
- b.) employees in the cost center in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need;
- c.) an employee in the identified job title and shift within the cost center may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list;

- d.) if the above actions do not reach the identified reduction, external temporary and then probationary employees in the job title, category, cost center and shift in which a layoff is to occur will be terminated prior to any regular employee in that job title, cost center, category of employment and shift, being subject to layoff;
- e.) an employee with seniority who is subject to layoff will have the option of a bump within his/her cost center within the same job title, but to a different category of employment, site and/or to a different shift;
- f.) vacancies that may be filled by employees who are subject to layoff will be limited to those that exist on the day that the layoff options are given to the first affected employee in the job title or grade level in the bargaining unit;
- g.) all positions which become vacant during the layoff procedure will be posted and filled as per Article 53, Job Bidding and Transfers;
- h.) part-time employees with seniority who are subject to layoff will have the option to bump the least senior part-time employee.
- i.) when it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the cost center. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff as per Section 2 below or be transferred to the shift on which additional staffing is needed;
- j.) it is agreed and understood that employees shall serve up to a sixty (60) working day trial period if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to completed the trial period (voluntary or involuntary) shall result in that employee being laid off;
- k.) an employee subject to layoff may select a vacancy in another bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any Step;
- l.) no employee shall gain in category/status as a result of a layoff.
- m.) it is agreed and understood that the percentage of flexible employees will not be increased in relation to the number of full time employees in any cost center as a result of a layoff.

Section 2. When an employee with seniority is subject to layoff, or has position eliminated under Section 1. above, such affected employee will be placed in a position in the bargaining unit in the following sequence:

- Step 1: First, they shall be assigned to any vacant position in the bargaining unit, which is in their category of employment, job title and shift. If the employee opts to drop shift as a requirement for placement, they may do so at any step. If there is a vacancy in another category of employment with lesser hours which has not been filled by an employee in that category during Step 1 of this procedure, an employee may opt to fill that vacancy. Temporary positions are not included in this process unless the employee chooses a temporary position. It is understood that an employee who chooses a temporary position at this step shall be placed as if they were originally subject to layoff and will be given options when the temporary position expires.
- Step 2: Second, if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, job title, site and shift.
- Step 3: Third, if there are no probationary employees who may be bumped, then the employee subject to layoff may bump the least senior employee in their category of employment, job title, site and shift.
- Step 4: Fourth if the employee cannot be placed within their category of employment, job title and shift, they shall be offered the option to bump the least senior employee in their job title, site and shift. As per Section 1, l.) no employee shall gain in category/status as a result of a lay off.
- Step 5: Fifth if the employee cannot be placed within their category of employment, job title and shift, they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, site and job title.
- Step 6: Sixth if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment and in the same job title in the bargaining unit.
- Step 7: Seventh, if there are no probationary employees who may be bumped, then the employees subject to layoff may bump the least senior employee in their category of employment and job title in the bargaining unit.
- Step 8: Eighth if the employee cannot be placed within their job title, then they shall be assigned to any vacant position in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 9: Ninth, if no such vacancy exists, the employee shall bump any probationary employee in their category of employment and grade level provided the employee meets the requirements for hiring into that position.
- Step 10: Tenth, if there are no probationary employees who may be bumped in Step 9 above, then the employee may bump the least senior employee in their category of

employment and grade level, provided the employee has more seniority than the least senior employee and has the ability to perform the work inclusive of the requirements for hiring into that position.

Step 11: Eleventh, if the employee cannot be placed in their category of employment, site and grade level, they may bump the least senior employee in any category of employment in their grade level, provided they meet the requirements for hiring into that position.

Step 12: Twelfth, if the employee cannot be placed in a position in their category of employment and grade level by Step 11 above, the above Step 5 through Step 11 shall be repeated in the next lower grade level and then to subsequent lower grade levels until placed into a position or laid off.

The Employer will decide in all cases whether there is a vacancy. When the least senior employee above is bumped, they shall be placed as if they were originally subject to layoff.

~~Section 3. It is understood that an employee shall be offered but not forced into a position in the L scale provided the Employee meets the requirement for hiring into that position at any step of this process in Section 2 above. Employees hired before July 31, 2011 will maintain their current rate of pay should they take a position in Long Term Care on the L Scale as a result of this process. All employees hired after July 31, 2011 will move to the appropriate L Scale if they opt to take a position as a result of this process above.~~

Section 4. When the employee is bumped, they shall be moved through the steps in Section 2 above, as if they were originally subject to layoff.

Section 5. The employee may elect a layoff at any Step except Step 1. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid off at that point.

Section 6. It is understood that the employee response must be provided to the appropriate Human Resource personnel within twenty-four (24) hours of time they were informed of their option(s) if their vacancy or bump option is to a position that is the same job title, category of employment, shift and shift duration. In the event the employee's option is to a vacancy or bump that is not their job title, category of employment, shift and shift duration, a response must be provided to the appropriate Human Resources personnel with forty-eight (48) hours of the time the employee was informed of their option(s). Failure to respond within the identified timeframes shall be considered as a waiver of the option(s) and the employee shall be laid off.

Section 7. The Employer shall give a minimum of seven (7) days' notice of layoff.

Section 8. When questions arise regarding the ability to perform the work, the burden of proof shall rest with the Union.

Section 9. Recall Process:

- a.) Employees will be recalled from layoff in order of seniority to an open job within the bargaining unit provided they have the ability to perform the work available. If the opening is in a different job title, category of employment or shift, they will have the option to refuse such offer up to two (2) times during the layoff period. Available positions will be offered simultaneously. No employee shall gain in category/status as a result of recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. Per Diem employees will be recalled only to Per Diem positions.
- b.) Following refusal of the two (2) offers referenced in a.) above, the employee will continue to have recall rights to a position in his/her job title, category of employment and shift (exact match).
- c.) Once an employee has refused an exact match offer (category of employment, job title and shift) that employee will have voluntarily severed ties with the Employer and be terminated.

Section 10. Recalls from layoff will be given through direct telephone contact with the employee, or if the employee is unavailable, by certified mail to the employee's last known address and will give the employee a minimum of fourteen (14) calendar days to report for work after such notification.

**SEIU MFSH SERVICE AND MAINTENANCE
contract.**

Retain language in present

SEIU OCH RN/LPN

Section 1. Order

In the event it is necessary to layoff employees or to eliminate a filled position covered by this Agreement, the following will occur.

- a.) The Union will be notified in accordance with the Master Agreement Article 74, Job Security/Committee which identifies the least senior employee or employees in the job title, cost center, category of employment and shift.
- b.) In instances where the notification involves the combination or the internal movement of services within the bargaining units, a blended list of those affected employees would be presented inclusive of a staffing plan that included affected job titles and combined services. Should the presentation identify departments with different job titles, those differences will be reviewed by the committee for the selection process. When available positions within the effected department(s) match the identified job title, status and shift of the affected employees, they

would be assigned to the position within the effected department(s). Any staff from the departments identified in the presentation, who are not assigned, would have the ability to reduce their FTE or change shift to obtain a position within the staffing plan or follow the below steps. Staff may not gain in status during this process.

- c.) Employees in the clinical unit in the identified job title and shift will be offered the opportunity to voluntarily reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need.
- d.) An employee in the identified job title and shift with in the clinical unit may volunteer to be laid off by descending seniority. The voluntary lay off will be accepted if it would address the identified need. Such volunteers will not participate in the layoff process and will immediately be placed on the recall list.
- e.) If the above actions do not reach the identified reduction, external temporary employees and probationary employees in the unit/department Job title and shift will be laid off in ascending seniority order.
- f.) Employees working in temporary benefited positions in the affected unit will revert back to their original unit and status.
- g.) Per Diem employees in the identified job title and unit/department will be laid off in ascending seniority order prior to any benefited employees in the clinical unit.
- h.) When it is necessary to permanently change the number of employees on a shift within a cost center, such a change will be made first by requesting volunteers from within the cost center. If there are no volunteers, the least senior employee on the shift to be reduced may choose to be subject to layoff or be transferred to the shift on which additional staffing is needed.
- i.) It is agreed and understood that employees shall serve up to a sixty (60) working day trial period if for any reason under this Article they are placed in a position which requires substantive variations in techniques and procedures utilized in the performance of their job. Failure to complete the trial period (voluntary or involuntary) shall result in that employee being laid off.
- j.) Benefited employees in the identified job title in the unit/department and shift will be laid off in ascending seniority order.
- k.) An employee subject to layoff may select an external vacancy in any bargaining unit covered by this Agreement and if qualified, be awarded such position before any external candidate is offered such position at any step.
- l.) No employee shall gain in category/status as a result of a layoff. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position.

m.) Division will be defined by the following for the purpose of this article:

Ambulatory

Pediatric Clinics
Maternal Fetal Medicine
OB/GYN Centers
Perinatal Outreach
Surgical Clinic
Endo-Diabetes

Kidney Center (Stand Alone/Closed)

Infection Control (Stand Alone/Closed)

Child Advocacy Center (Stand Alone/ Closed)

Youth Link (Stand Alone/Closed)

Critical Care

NICU
PICU
ED
CCFP, A, B, C
Neonatal Transport (into NICU) - See Section 14
Stabilization Unit (into ED or PICU) - See Section 14

Maternity

MBU
~~Ante-Partum Unit~~
Labor & Delivery
MFP
Childbirth Education
Lactation
Delivery Team

Pediatrics

Pediatric Units
PFP
Hematology-Oncology Unit
Epilepsy Unit
Clinical Decision Unit (CDU)

Surgical Services

OR
PACU

MPA

~~SSFP-A~~

Same Day Surgery Unit

Pre Admission Testing

Patient Management

Medical Home Grant

Patient Management

Special Procedures

GI

Radiology

Dermatology

Neurology

Special Procedures

Clinical Educators may bump other Clinical Educators and then to the division containing their area of specialty/expertise (NICU, PICU, ED, PEDS, etc.)

Section 2. Notification

- a.) The Employer will give a minimum of a one week notice of layoff or equivalent compensation to the identified employees.
- b.) Included in the notification will be:
 - 1.) list of meeting dates and times to review options;
 - 2.) list of available vacancies within the job title;
 - 3.) Individual option sheets.

Section 3. Process

- a.) Job selection for affected benefited employees will be made in order of descending seniority.
- b.) All vacant positions that are posted when the affected individuals are notified of layoff will be offered to the affected employee after the internal bidding process has been completed. Employees must meet the minimum qualifications of the vacant position. All positions which become vacant during the layoff procedure will be posted and filled according to Article 53, Job Bidding and Transfers. Affected employees may bid on these positions at any step of the process.

- c.) All affected employees will be required to make their selection in the appointed meeting time.
- d.) For those employees whose revised options require a change in current status or shift, additional time up to a maximum of 24 hours if necessary, will be allowed.
- e.) Employees subject to layoff may choose to be given their options based on their specified shift, rotator vs. non-rotator and length of their primary shift. If their specified shift of work is not available, they will be given their options according to the appropriate primary shift: day, evening or night, shift.

Section 4. Employees displaced by the bumping process will then follow the same process at subsequent meetings.

Section 5. Full Time Employees

Bump the least senior, full time, same unit, different shift, same job title or grade
 OR
 Bump least senior, full time, same division, same shift, same job grade THEN
 Bump the least senior, full time, same division, different shift, same job grade.

If the above does not provide a benefited position then:

Bump the least senior, part time, flexible or weekend, same unit, different shift, same job title or grade OR
 Bump the least senior, part time, flexible or weekend, same division, same shift, same job grade OR
 Bump the least senior, part time, flexible or weekend same division, different shift, same job grade OR
 Bump the least senior, full time, hospital wide, same shift, same job grade THEN
 Bump the least senior, full time, hospital wide, different shift, same job grade.

If the above does not provide a benefited position, then:

Bump the least senior, part time, flexible or weekend, Hospital wide, same shift, same job grade THEN
 Bump the least senior, part time, flexible or weekend hospital wide, different shift, same job grade.

If the above does not provide a benefitted position, then:

Bump the least senior, per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior, per diem hospital wide, same job grade.

Section 6. Flexible Employees

Bump the least senior, flexible, same unit, different shift, same job title or grade
OR

Bump the least senior, flexible, same division, same shift, same job grade THEN
Bump the least senior, flexible, same division, different shift, same job grade.

OR

If the above does not provide a benefited position then:

Bump the least senior, part time or weekend, same unit, same shift, same job title
or grade OR

Bump the least senior, part time or weekend, same unit, different shift, same job
grade OR

Bump the least senior, part time or weekend, same division, same shift, same job
grade OR

Bump the least senior, flexible, part time or weekend, hospital wide, same shift,
same job grade THEN

Bump the least senior, flexible, part time or weekend, hospital wide, different
shift, same job grade.

If the above does not provide a benefited position, THEN:

Bump the least senior, per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior, per diem hospital wide, same job grade.

Section 7. Part-Time Employees

Bump the least senior, part time, same unit, different shift, same job title or grade
OR

Bump the least senior, part time, same division, same shift, same job grade THEN
Bump the least senior, part time, same division, different shift, same job grade.

If the above does not provide a benefited position then:

Bump the least senior, flexible or weekend, same unit, same shift, same job title
or grade OR

Bump the least senior, flexible or weekend, same unit, different shift, same job
grade OR

Bump the least senior, flexible or weekend, same division, same shift, same job grade OR

Bump the least senior, flexible or weekend, same division, different shift, same job grade OR

Bump the least senior, part time, flexible or weekend, hospital wide, same shift, same job grade THEN

Bump the least senior, part time, flexible or weekend, hospital wide, different shift, same job grade.

If the above does not provide a benefited position then:

Bump the least senior, per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior, per diem hospital wide, same job grade.

Section 8. Weekend Employees

Bump the least senior, weekend , same unit, different shift, same job title or grade OR

Bump the least senior, weekend, same division, same shift, same job grade THEN

Bump the least senior, weekend, same division, different shift, same job grade.

If the above does not provide a benefited position then:

Bump the least senior, part time or flexible, same unit, same shift, same job title or grade OR

Bump the least senior, part time or flexible, same unit, different shift, same job grade OR

Bump the least senior, part time or flexible, same division, same shift, same job grade OR

Bump the least senior, part time or flexible, same division, different shift, same job grade OR

Bump the least senior, flexible, part time or weekend, hospital wide, same shift, same job grade THEN

Bump the least senior, flexible, part time or weekend, hospital wide, different shift, same job grade.

If the above does not provide a benefited position, then:

Bump the least senior, per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior, per diem hospital wide, same job grade.

Section 9. Per Diem Employees

Bump the least senior per diem, same division, same job grade.

If the above does not provide a position, then:

Bump the least senior per diem hospital wide, same job grade.

Section 10. If an employee cannot be placed in a position within their job grade by the above steps, then the above steps shall be repeated in the next lower job grade and then to subsequent lower job grades until placed into a position or laid off.

Section 11. When necessary, the Employer will provide appropriate training and job orientation to their position.

Section 12. A full time, flexible, part time, weekend or per diem employee who exercises the above options and is unsuccessful in obtaining a position may select a vacancy in their own bargaining unit and if qualified be awarded such position before any external candidate is considered for such position.

Section 13. Placement of new clinics/units under Section 1, m.) above will be by mutual agreement.

Section 14. As a result of the significant training required to reach a minimum competency level, employees in the ERN Unit and Neonatal Transport Team STAT and ECMO Teams will be exempt from displacement due to bumping by employees from other units. An ERN displaced from his/her position may displace the junior ERN in the same ERN clinical unit. The junior ERN who is displaced may displace the junior RN in the Hospital using RN seniority.

Section 15. An RN/LPN will be declared "in a position" when he/she is placed on the schedule for the new unit.

Section 16. This article will not apply to School Health Services employees who are laid off during scheduled School calendar breaks.

Section 17. "Laid off" refers to the status of an employee who has been displaced from his/her position and is not working in a bargaining unit position. "Displaced," refers to the status of an employee who has been displaced from his/her position but is working in a bargaining unit position. "Home Unit" refers to the clinical unit to which an employee held a position and from which the employee has been laid off or displaced.

Section 18. If an employee accepts a position through the bumping process in a different clinical unit, they will continue to have recall right to a position equal to the original position

from which they were laid off/displaced for a period equal to their length of service or a maximum of five (5) years.

Section 19. Any employee recalled within the time limits designated will:

- a.) Maintain ESB accumulated prior to such lay off;
- b.) Retain seniority as per Master Agreement;
- c.) Displaced employees within their home unit will retain their recall rights for a maximum of one (1) year.

Section 20. Laid off and displaced employees will be placed on the recall list in order of seniority. As benefited positions become available, they will be offered by seniority. Laid off employees will be recalled to any job title, shift or category. Displaced employees working in the "Home" division will only be recalled to original position. Displaced employees outside of their "home" division will be recalled to a position in any job title, shift or category in that division. No employee shall gain in category/status as a result of a recall. A part time, weekend or flexible employee may gain in hours or accept a flexible position but may not be offered a full time position. It is understood that the employee must meet the minimum qualifications of the position to which they are being recalled. Per Diem employees will be recalled only to Per Diem positions.

Section 21. Recall notification to any displaced or laid off employee will be made by phone. If no contact is made, notice of recall will be sent by certified mail to the laid off employee at their last known address. An employee will have five (5) business days from the date of registered receipt in which to respond. A mutually agreed upon date of return to work will be determined and the employee will be added to the schedule. An employee not responding within five (5) business days or not reporting to work on the agreed upon date will be removed from the recall list.

Section 22. Laid off and displaced employees outside of their home unit will have the option to refuse offered positions in a different job title, category of employment or shift two (2) times during the layoff and displaced period. Following such refusal, the employee will continue to have recall rights to a position equal to the original position from which they were laid off for a period equal to their length of service or a maximum of five (5) years.

Section 23. An employee who voluntarily applies for and accepts a posted position will be removed from the recall list.

Section 24. Orientation and training appropriate to the position will be provided.

Section 25. A displaced or laid off employee who does not accept a recall to their home unit at their prior FTE status and shift will be removed from the recall list.

SEIU OCH NURSE PRACTITIONER

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SEIU OCH PROFESSIONAL

Retain language in present contract.

SEIU OCH TECHNICAL

Retain language in present contract.

SEIU OCH CLERICAL

Retain language in present contract.

SEIU OCH SERVICE AND MAINTENANCE

Retain language in present contract.