

**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.