

SEIU ~~WCHOB~~ OCH NURSE PRACTITIONER

Section 1. Definition of Terms:

- a.) Home Unit is the unit/location where services are provided and employee is regularly assigned.
- b.) Program is an area of similar service provision, different location (i.e. School).
- c.) ~~WCHOB~~ OCH wide means the entire Nurse Practitioner bargaining unit for ~~WCHOB~~ OCH.

Section 2. In the event it is necessary to lay off 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 home unit/site 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, site 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/home unit 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.) 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;
- 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 completed the trial period (voluntary or involuntary) shall result in that employee being laid off;
- j.) 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;
- k.) no employee shall gain in category/status as a result of a layoff. A part time employee could not bump a Full Time Flex.
- l.) 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.

~~Order: In the event it is necessary to layoff employees covered by this Agreement or to eliminate a filled position covered by this Agreement, seniority within the affected job title will prevail provided remaining employees are qualified to perform services of that unit. The sequence listed below will be followed:~~

- ~~a.) — Employees in the clinical Home unit will be offered the opportunity to reduce their FTE status.~~
- ~~b.) — An employee within the clinical Home Unit may volunteer to be laid off. Such Volunteers will not participate in the displacement process and will immediately be placed on the recall list.~~
- ~~c.) — Probationary employees in the clinical Home Unit will be laid off in ascending Seniority order.~~

- d.) — ~~Employees working in temporary benefited positions in the affected Home Unit will revert back to their original Home Unit and status.~~
- e.) — ~~Per Diem employees in the clinical Home Unit will be laid off in ascending seniority prior to any benefited employee in the clinical Home Unit~~
- f.) — ~~Benefited employees in the clinical Home Unit will be laid off in ascending seniority order.~~
- g.) — ~~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,~~
- h.) — ~~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.~~

Section 3. — Notification

- a.) — ~~The Union will be notified in accordance with Article 74, Job Security.~~
- b.) — ~~The Employer will give a minimum of two (2) week written notice of layoff or equivalent compensation. A list of available opportunities, vacancies and bumping options will be distributed within five (5) days of the official layoff notice.~~
- c.) — ~~When necessary, the Employer will provide appropriate orientation and job training to the employee in their new position in accordance with displacement/ bumping grid.~~

Section 4. — Process

- a.) — ~~Job selection for displaced benefited employees will be made in order of descending seniority beginning within seventy two (72) hours of receipt of their options. All affected employees will be required to make their selection at their meeting, which will be scheduled for each displaced employee.~~
 - b.) — ~~If an employee calls in by telephone or attends the meeting but at a time later than the employee's time slot, the employee may make a selection at that point in the process, as if the employee was immediately junior to the last employee who made a selection.~~

Section 5. — ~~In the event two or more employees share a common seniority date, the last four (4) digits of each employee's Social Security number will be considered as a whole number; the lowest number is the most senior. In the event that the last four (4) digits are equal, sum all nine~~

(9) of the numbers in each SSN and the lowest total will be most senior. All involved employees will be invited to this selection process.

Section 3. When an employee with seniority is subject to layoff, or has their position eliminated under Section 2 above, such affected employee shall 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 within their home unit and/or program. 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, area of specialty, shift within their home unit or program.

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, area of specialty and shift within their home unit or program.

Step 4: Fourth if the employee cannot be placed within their category of employment, job title, area of specialty and shift within their home unit or program, they shall be offered the option to bump the least senior employee in their job title, area of specialty and shift within their home unit or program.

Step 5: Fifth if the employee cannot be placed within their category of employment, job title, area of specialty and shift within their home unit or program, they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title and area of specialty.

Step 6: Sixth if no such vacancy exists, they would be permitted to bump any probationary employee in their category of employment, same job title and area of specialty 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, job title, area of specialty in the bargaining unit.

Step 8: Eighth if the employee cannot be placed within their job title and area of specialty, then they shall be assigned to any vacant position in their category of employment, area of specialty 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, area of specialty 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, area of specialty 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.

Section 4. When the employee is bumped, they shall be moved through the steps in Section 3 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 options(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. — Employees displaced by the bumping process will then follow the same bumping procedure at subsequent meetings.~~

Section 7. The Employer shall give a minimum of seven (7) days notice of lay off.

~~Section 7. — All displaced by the bumping process will then follow the same bumping procedure at subsequent meetings.~~

~~Section 8. — All displaced benefited employees, if qualified, 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 in accordance with Article 53, Job Bidding and Transfers or which were not filled internally through the job posting process.~~

~~Section 9. — Bumping Options for Full Time Employee~~

- ~~a.) — Home Unit Options: Bump least senior full time, same unit, different shift, same job title; or~~
- ~~b.) — Bump least senior part time or flexible same unit different shift, same job title.~~

~~OR~~

- ~~e.) — Program Options: Program defined in grid. Bump the least senior full time within the program, same shift, same job title.~~

~~*If neither Home Unit or Program options protect shift and status then:*~~

- ~~a.) — Bump the least senior part time or flexible within the program, same shift, same job title; or~~
- ~~b.) — Bump the least senior full time within the program different shift, same job title.~~

~~*If the above does not provide a benefited position then:*~~

~~Hospital Wide Options:~~

- ~~a.) Bump the least senior full time, same shift, same job title;~~
- ~~b.) Bump the least senior full time, same job title; or~~
- ~~c.) Bump the least senior part time or flexible same job title;~~
- ~~d.) Bump the least senior per diem same program, if no program Bump the least senior per diem in hospital.~~

~~Section 10. — Bumping Options for Part-Time Employees:~~

- ~~a.) — Home Unit Options: Bump the least senior part time same or flexible Home Unit, same title, different shift;~~

OR

b.) ~~Program Options: Program defined in grid. Bump the least senior part time or flexible within the program same job title, same shift.~~

If neither Home Unit or Program options protect shift and status then:

a.) ~~Bump the least senior part time or flexible within the program same job title~~

If the above does not provide a benefited position then:

b.) ~~Hospital Options: Bump the least senior part time or flexible hospital wide, same job title;~~

OR

~~If no program option, bump the least senior per diem in hospital.~~

~~Section 11. Per Diem Employees:~~

~~Per Diem employees may bump least senior per diem in program. If no program option, then bump least senior per diem in hospital.~~

~~Section 128.~~ Program Options will be defined by mutual agreement between the Hospital and the Union.

~~Section 139.~~ An employee ~~full or part time employee~~ who exercises the above options and is unsuccessful in obtaining a position will be laid off.

~~Section 1410.~~ A Nurse Practitioner will be declared "in a position" when she/he is placed on the schedule for the new unit.

~~Section 1511.~~ School based Nurse Practitioners are not eligible to bump during school vacation unless school grant is discontinued or the job is eliminated.

~~Section 1612.~~ "Laid off" means the status of an employee who ~~has been displaced from her/his position and~~ is not working in a bargaining unit position. "Displaced," means the status of an employee who has been displaced from her/his position and is working in a bargaining unit position. "Home Unit means the clinical unit to which an employee is regularly assigned and from which the employee has been laid off or displaced. If a home unit closes, the employee's home unit is equal to program and position in recall will be filled in seniority order.

~~Section 1713.~~ Employees will be recalled in order of descending seniority to an open position within their job classification within the bargaining unit. Positions in recall will be filled in seniority order. Available positions will be offered simultaneously. Orientation and proper training will be provided to maintain competency. 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. **Per Diem employees will be recalled only to Per Diem positions.**

~~Section 18. When a clinical unit from which employees have been displaced or laid off decides to recall its staff the Hospital will recall benefited employees displaced from that unit by assigning them to that unit.~~

~~Section 19~~**14.** ~~Recalls will be made to displaced employees by reassignment.~~ Recalls will be made by phone call to the laid off **or displaced** employee at the employee's phone number of record. If a laid off **the** employee is unable to be reached by phone call, then recall will be made by certified mail to the employee's last known address. An employee will have five (5) business days to accept recall after such notification.

Section **15.** If the opening is in a different shift, or FTE status, the employee will have the option to refuse such offer any time twice during the layoff period. Following such refusal, the employee will continue to have recall rights to a position from which they were laid off.

Section **16.** If the employee accepts a position through the bumping process in a different clinical unit, FTE status or shift, they 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 the length of their service, or a maximum of five (5) years from the date of displacement.**

Section ~~22~~**17.** An employee who is not available to report to work within fourteen (14) days of notification or does not respond to notification will be removed from the recall list.

Section ~~23~~**18.** 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.

Section ~~24~~**19.** An employee who voluntarily applies for and accepts a posted position will be removed from the recall list.

Section ~~25~~**20.** An employee will remain on recall ~~or displaced~~ for a period equal to their length of service or a minimum of 104 weeks, maximum of 5 years.

Section ~~27~~**21.** It is understood that any employee recalled within the time limits of recall will not lose sick leave accumulated but unused prior to such layoff and will retain their seniority as per Master Agreement.

Section ~~28~~**22.** Once all displaced and laid off employees have been offered recall to their "home unit", then any opening in that clinical unit will be posted and filled per Article 53- Job Bidding and Transfers.

~~Section 29. Positions in Recall will be offered to benefit employees prior to offering to per diem employees. It is understood that no per diem employee can be offered recall to the unit until all benefited employees have been offered recall to their original unit, shift and status.~~

Bumping/Floating Grid

	PNP	NNP	FNP	OB/GYN
PNP	*		* [*]	
NNP		*		
FNP	*		X	* [*]
OB/GYN NP				*

* On a case by case basis, if the **pediatric** nurse practitioner is qualified within her credentialing and practice protocol.