

SEIU WCHOB 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.
- b.) Identify the least senior employee(s) by job title, unit/department and shift, which is/are affected as described in the Job Security notification.
- c.) **In instances where the notification involved 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. 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.**
- d.) Employees in the clinical unit in the identified job title and shift will be offered the opportunity to reduce their FTE status by descending seniority. The reduced FTE's will be accepted if they would address the identified need.
- e.) 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.
- f.) 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.
- g.) Employees working in temporary benefited positions in the affected unit will revert back to their original unit and status.
- h.) 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.
- i.) Benefited employees in the identified job title in the unit/department and shift will be laid off in ascending seniority order.

- j.) An employee subject to layoff may select a vacancy in ~~another~~ 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.
- k.) 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.
- l.) Division will be defined by the following for the purpose of this article:

Ambulatory

Pediatric Clinics

School Health Program

Perinatal Clinic 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, ~~OBS~~, ~~KE~~

CCFP, A, B, C

Neonatal Transport (into NICU)

Stabilization Unit (into ED or PICU)

Maternity

MBU

Ante-Partum Unit

Labor & Delivery

MFP

Childbirth Education

Pediatrics

Pediatric Units

PFP

Hematology-Oncology Unit

Epilepsy Unit

Clinical Decision Unit (CDU)

Surgical Services

OR

PACU

MPA

SSFP A,~~B~~,~~C~~

Same Day Surgery Unit

Patient Management

Medical Home Grant

Patient Management

Special Procedures

GI

Radiology

Dermatology

Neurology

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 position 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(k) 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.