

## **SEIU ~~WCHOB~~ OCH PROFESSIONAL**

### **Section 1. Definition of Terms:**

- a.) Home Unit - The unit/location (e.g. cost center/department) where services are provided and employee is regularly assigned.
- b.) Program - area of similar service provision, different location.
- c.) ~~WCHOB~~-OCH Wide - entire professional bargaining unit for ~~WCHOB~~ OCH.
- d.) ~~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 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 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 voluntary 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 3 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 of the employees who perform the work within the affected job title will prevail provided that remaining employees are qualified to perform services of that unit. The sequence listed below will be followed:~~

- a.) ~~employees in the Home Unit (cost center/department) will be offered the opportunity to reduce their FTE status;~~
- b.) ~~an employee within the Home Unit (cost center/department) may volunteer to be laid off. Such volunteers will not participate in the displacement process and will immediately be placed on the recall list;~~

- e.) ~~probationary employees in the Home Unit (cost center/department) will be laid off in ascending seniority order;~~
- d.) ~~employees working in temporary benefited positions in the affected Home Unit (cost center/department) will revert back to their original unit and status;~~
- e.) ~~per Diem employees in the Home Unit (cost center/department) will be laid off in ascending seniority prior to any benefited employee in the unit;~~
- f.) ~~benefited employees in the unit will be laid off in ascending seniority order;~~
- g.) ~~no employee shall gain in category/status as a result of a layoff.~~

**Section 3. ~~Notification:~~**

- a.) ~~The Union will be notified in accordance with Article 55 Job Security;~~
- b.) ~~The Employer will give a minimum of one (1) 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.~~

**Section 4. ~~Process:~~**

- a.) ~~May select an external vacancy in their own bargaining unit and if qualified be awarded such position.~~
- b.) ~~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 in a scheduled meeting, which will be allotted each displaced employee. d.)~~

**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, 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 and 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 and shift within their home unit or program.
- Step 4:** Fourth if the employee cannot be placed within their category of employment, job title and shift within their home unit or program, they shall be offered the option to bump the least senior employee in their job title, category of employment and shift (hospital-wide).
- Step 5:** Fifth if the employee cannot be placed within their category of employment, job title and shift (hospital-wide), they shall be assigned to any vacant position in the bargaining unit which is in their category of employment, job title.
- 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 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, 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 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 an 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 6. — Employees displaced by the bumping process will then follow the same bumping procedure at subsequent meetings.

Section 7. Employees displaced by the bumping process will then follow the same bumping procedure at subsequent meetings. The Employer shall give a minimum of seven (7) days notice of lay off.

~~Section 8. All displaced benefited employees, if qualified, may bid on any vacancy in accordance with Master Agreement Article 53, Job Bidding and Transfers or which were not filled internally through the job posting process.~~

~~Section 9. Bumping Options For Full Time Employees~~

~~a.) Home Unit (cost center/department) Options:~~

- ~~1.) Bump least senior full time, same Home Unit, different shift, same job title; or~~
- ~~2.) Bump least senior part time or flexible same Home Unit different shift, same job title.~~

~~—THEN~~

~~b.) Program Options:~~

- ~~1.) Bump the least senior full time within the program, same shift, same job title.~~

~~If neither unit or program options protect shift and status then:~~

- ~~1.) Bump the least senior part time or flexible within the program, same shift, same job title;~~

~~—THEN~~

- ~~2.) Bump the least senior full time within the program different shift, same job title.~~

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

~~c.) Hospital Wide Options:~~

- ~~1.) Bump the least senior full time, same shift, and same job title;~~
- ~~2.) Bump the least senior full time, same job title;~~
- ~~3.) Bump the least senior part time or flexible same job title.~~

~~d.) The employee may bump a FT employee in a lower grade in another job title for which they are qualified in accordance with a.) through c.) above.~~

~~f.) The employee may bump the least senior per diem same program, if no program option, bump the least senior per diem in hospital.~~

~~Section 10. Bumping Options for Part Time and Weekend Employees:~~

~~a.) Home Unit Options:~~

- ~~1.) Bump the least senior part time or flexible same unit, same title, and different shift;~~

~~—THEN~~

~~b.) Program Options:~~

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

~~If neither Unit or program options protect shift and status then:~~

1.) ~~Bump the least senior part time or flexible within the program same job title, different shift.~~

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

~~—THEN~~

e.) ~~Hospital Options:~~

1.) ~~Bump the least senior part time or flexible hospital wide, same job title.~~

d.) ~~The employee may bump a part time or flexible or weekend employee in a lower grade for which they are qualified in accordance with a.) through c.) above.~~

~~—THEN~~

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

Section 11. ~~Per Diem employees may bump the least senior per diem in program. If no program option, then bump least senior per diem in hospital.~~

Section 12~~8~~. Program Options will be defined by mutual agreement between the Employer and the Union at the Labor Management Committee.

Section 13~~9~~. ~~An~~ full or part time or flexible employee who exercises the above options and is unsuccessful in obtaining a position will be laid off.

Section 14~~10~~. A Professional will be declared "in a position" when she/he is placed on the schedule for the new unit.

Section 15~~11~~. This article shall not apply to School Health Services employees who are laid off during school breaks.

Section 16~~12~~. Definitions:

- a.) "Laid off means the status of an employee who has been ~~displaced~~ **laid off** from her/ his position and is not working in a bargaining unit position;
- b.) "Displaced" means the status of an employee who has been displaced from her/his position and is working in a bargaining unit position;
- c.) "Home Unit" means the unit (e.g. cost center/department) to which an

employee is regularly assigned and from which the employee has been laid off or displaced.

Section ~~17~~**13**. Employees will be recalled in order of descending seniority to an open position within their home unit and 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 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 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. The Hospital will also recall laid off employees to their "Home Unit".~~

Section 14. ~~Recalls to home unit will be made to displaced employees by reassignment.~~ Recalls to home unit will be given through direct telephone contact with the employee, or if the employee is unavailable, made by certified mail to laid off **or displaced** employee to employees' last known address. An employee will have five (5) calendar 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 twice refuse such offer any time 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 ~~20~~**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 ~~21~~**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 ~~22~~**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 ~~23~~**19**. An employee who voluntarily applies for and accepts a posted position will be removed from the recall list.

Section ~~24~~**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 ~~25~~**21**. Other positions available to employees will be listed as per the Job Bidding and Transfer Article.



Section ~~26~~22. 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 then-seniority as per Master Agreement.

Section ~~27~~23. Once all displaced and laid off employees have been offered "home unit" then any opening in that clinical unit will be, posted and filled per Article 53, Job Bidding and Transfers.

Section 28. — ~~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 the position.~~