

UNION PROPOSAL
ARTICLE 10 – EMPLOYMENT STATUS

A. Trial Service.

A newly employed nurse with less than three (3) months of service may be dismissed or disciplined during Trial Service period without recourse to the grievance procedure. If dismissed, an Introductory Nurse shall, upon request, be given an exit interview in which the reasons for dismissal will be stated.

B. Notice of Termination.

The Hospital shall give Nurses fourteen (14) calendar days written notice of termination of employment; or, if less notice shall be given, then the difference between the number of days' notice given and the number of working days of advance notice herein required shall be paid to the Nurse at their regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for Nurses who are discharged for just cause.

C. Copies of Written Warning.

A Nurse shall receive a copy of any written warning after signing the document indicating receipt of a copy.

D. Promotion, Transfer, Filling of Posted Job Openings.

All qualified internal applicants shall be considered by the hiring manager in consultation with Employment Services prior to filling a position, provided however that a hiring manager shall first post a position as "Department Only," meaning the opening is available only to Nurses already working within the Department. Notice of the posting shall be emailed to the Nurses in the Department. The Department Only posting shall be up for five (5) full calendar days after the email is sent prior to opening the position to applicants outside the Department.

When a position is filled with an internal applicant the hiring manager shall document the selection process. When skill and ability are reasonably equal, the position shall be awarded on the basis of seniority using hours worked as the determining factor.

E. Posting of Positions.

All positions shall be posted five (5) full calendar days prior to the filling of a vacancy, either as "Department Only" or full internal posting. Posted positions shall list whether they are day shift, evening shift, night shift, or variable shift. Cross-training assignments are not considered a position or a vacancy subject to this Article. The Hospital may post notices describing possible cross training opportunities; however, such notice will be posted with the understanding that it does not refer to a vacant position subject to the posting requirements of this Article.

1 **F. “Seniority”.**

2 Is defined as the length of employment as measured by the total hours paid as a
3 “Nurse” within the Legacy system including low-census hours and time worked as
4 an LPN, but excluding standby hours, and hours employed outside the bargaining
5 unit in management positions. Paid hours also include APL.

6 **1. Loss of Seniority.**

7 A Nurse shall lose all seniority rights for any of the following reasons:
8 Termination, voluntary resignation, or retirement, unless reemployed to a
9 position covered by this Agreement within twelve (12) months from the
10 date of termination, resignation, or retirement. A Nurse shall also lose
11 seniority rights after twelve (12) consecutive months on layoff status.

12
13 **2. Service Outside the Bargaining Unit.**

14 A bargaining unit Nurse who, without a break in employment by the
15 Hospital, enters into non-bargaining unit employment and returns to a
16 bargaining unit position shall retain all previously earned seniority.
17 Reinstatement of previously accrued seniority will not apply until after the
18 non-bargaining unit Nurse’s return to the bargaining unit. A Nurse who
19 returns to the bargaining unit will resume accrual of seniority once
20 returned to the bargaining unit position. They shall also maintain their
21 APL accrual rate and a wage that is no less than their previously existing
22 wage step under this Agreement.

23
24 **3. Seniority and Step Reinstatement.**

25 A bargaining unit Nurse who separates from Legacy Mount Hood
26 Hospital and is rehired to a position covered by the Agreement within
27 twelve (12) months will be returned to a step no lower than their previous
28 step and will have their seniority reinstated.

29
30 **4. Layoff or Workforce Reorganization.**

31 The Hospital retains the right to determine whether a permanent or
32 prolonged reduction in or restructuring of personnel is necessary, the
33 timing of such reduction or restructuring, the number of FTEs to be
34 affected, and in which departments a layoff and/or restructuring will
35 occur.

36 **a. Restructuring Order of Layoff.**

37 If the Hospital determines that a layoff in of personnel is
38 necessary, Nurses shall be laid off in the following order:

39
40 (1) temporary employees and contracted Agency Nurses, (2)
41 volunteers for separation from employment (3) Nurses in their trial
42 service period, and (4) regular Nurses by inverse order of seniority
43 (including Nurses filling interim positions and Nurses on leaves of
44 absence). If it is found that two (2) or more Nurses with the
45 Hospital have equal seniority, then the order of layoff shall be
46 determined by the inverse order of oldest licensure date. Nurses

1 with a temporary increase in FTE will revert to their previous FTE.

2
3 Nurses to be laid off may then choose to bump either the least
4 senior Nurse within the same nursing unit or the least senior
5 Nurse in the Hospital, if the bumping Nurse is qualified to meet the
6 unit-specific competency standards after no more than three (3)
7 weeks of orientation.

8
9 Any Nurse who is displaced under this paragraph will have the
10 option of accepting any vacant position for which they are
11 qualified in accordance with the following paragraph or be placed
12 on the recall list.

13
14 **b. Open Positions.**

15 If there are any open bargaining unit position(s) at the time a
16 layoff is announced, the position shall be made available to
17 Nurses facing layoff.

18
19 **5. Recall.**

20 Nurses shall be recalled in seniority order. The Hospital shall offer all
21 open and available bargaining unit positions to Nurses on recall for which
22 they are qualified if such positions remain open after the regular posting
23 period provided for in Section (F) in this Article. The Hospital will also
24 offer Nurses on recall open and available positions in the Legacy
25 Resource Pool for which they are qualified.

26
27 Nurses on recall may refuse positions offered if the position is in a unit
28 that is different from the Nurse's assigned shift unit at the time of layoff
29 for a period of 12 months from the date of their lay off.

30
31 Upon return, a recalled Nurse will retain seniority, step wage, and benefit
32 accrual level in effect at the time of layoff.

33
34 A Nurse on the recall list may elect to work as a Per Diem Nurse for a
35 period of up to ninety (90) days without having that work impact their
36 position on the recall list. Notice of this election must be made to the
37 Hospital within ten (10) days of the notice of layoff. At the end of the
38 ninety-day (90-) period, the displaced Nurse may elect reclassification to
39 Per Diem status and will be removed from the recall list.

40
41 Pursuant to Article 10, Section G (1), any recall rights expire twelve (12)
42 months after layoff.

43
44 **6. Notice.**

45 The Hospital shall provide the Union and affected Nurse(s) with at least
46 twenty (20) calendar days' notice prior to a layoff or provide six (6)

1 weeks' pay to the affected Nurse(s).

2
3 **7. Performance of Remaining Work.**

4 The work remaining after a workforce reduction shall be performed by
5 currently employed Nurses until the Hospital determines that recall shall
6 be initiated. The Hospital may employ laid-off Nurses who retain recall
7 rights as Per Diem Nurses to perform available per-diem work. Laid-off
8 Nurses who have indicated their availability to perform per-diem work will
9 be offered the work before it is offered to temporary, Resource Pool, or
10 Traveler Nurses. The foregoing Section shall not apply to laid-off Nurses
11 who do not retain recall rights.
12

13 **8. Severance Pay.**

14 When Legacy is required to make business decisions that may result in a
15 reduction in force, Legacy shall assist employees through these
16 situations.
17

18 Nurses can decide to accept a severance package in lieu of recall rights.
19

20 Severance pay is based on the following guidelines:

- 21 a. Nurses who choose severance will receive the greater of 2 weeks
22 of pay, or two (2) weeks of pay for every full year of service up to
23 a maximum of thirty-two (32) weeks of pay.
24 b. Unused APL shall not be used to extend the length of service for
25 calculation of severance pay. All unused APL will be paid in a
26 lump sum, subject to applicable withholdings, in the final
27 paycheck which is paid on the last day worked.
28 c. Severance pay will be calculated using the base hourly rate
29 multiplied by the budgeted weekly hours.
30

31 Severance pay is paid on a regular pay period basis typically starting
32 with the first pay period following the reduction in force effective date.