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UNION PROPOSAL ARTICLE 10 – EMPLOYMENT STATUS

A. Introductory Nurse.

A Nurse employed by the Hospital shall not become a regular employee until they have been continuously employed **by Legacy** for a period of 120 **90** days. ~~Nurses employed on a temporary basis shall not become regular employees under this provision.~~ During the introductory period, an Introductory Nurse may be issued corrective action or terminated without recourse to the grievance procedure.

B. Notice of Resignation

All Nurses ~~regularly employed~~ shall give the Hospital not less than 14 calendar days' written notice of intended resignation. ~~Failure to provide the required notice may result in loss of any otherwise available APL cashout.~~

C. Notice of Termination.

The Hospital shall give Nurses ~~regularly employed~~ fourteen 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.

D. Copies of Written Warning.

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

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

Available openings may be posted internally and externally at the same time. All positions shall be posted five full calendar days prior to the filling of a vacancy, either as "Department Only" or full posting, as determined by the hiring manager. "Department only" means the opening is available only to Nurses already working in the department. Posted positions shall list whether they are day shift, evening shift, night shift, or variable shift. After five full calendar days, the Hospital may proceed with filling the position. The position shall be considered awarded as soon as the Hospital makes a verbal offer. The hiring manager shall select the most qualified candidate for the position, in their discretion, utilizing the Merit Assessment Tool. 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.

F. Seniority.

Seniority is defined as the length of employment as measured by the total time from anniversary date.

1 **1. Loss of Seniority.** A Nurse shall lose all seniority rights for any of the
2 following reasons: Termination, voluntary resignation, or retirement,
3 unless reemployed to a position covered by this Agreement within 12
4 months from the date of termination, resignation, or retirement. A ~~n~~Nurse
5 shall also lose seniority rights after ~~twelve~~ 12 consecutive months on
6 layoff status.

7 **2. Service Outside the Bargaining Unit.**

8 ~~When a~~ A Nurse covered by this Agreement who, without a break in
9 employment by the Hospital, enters into non-bargaining unit employment
10 and returns to a bargaining unit position shall retain all previously earned
11 seniority. Reinstatement of previously accrued seniority will not apply
12 until after the non-bargaining unit Nurse's return to the bargaining unit. A
13 Nurse who returns to the bargaining unit will resume accrual of seniority
14 once returned to the bargaining unit position. They shall also maintain
15 their APL accrual rate and a ~~wage step~~ that is no less than their
16 previously existing ~~wage step~~ under this Agreement.

17 **3. Seniority and Step Reinstatement.**

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

22 **4. Layoff or Workforce Reorganization.**

23 The Hospital retains the right to determine whether a permanent or
24 prolonged reduction in or restructuring of personnel is necessary, the
25 timing of such reduction or restructuring, the number of FTEs to be
26 affected, and in which departments a layoff and/or restructuring will
27 occur.

28 If the Hospital determines that a layoff in personnel or a restructuring is
29 necessary, and notwithstanding any other provision of this Agreement,
30 when a permanent or indefinite reduction in force is necessary, Nurses
31 will be laid off based on the following qualifications:

- 32 1. Contracted Agency and Traveler Nurses;
- 33 2. Nurses within the affected unit who volunteer for layoff;
- 34 3. ~~Past performance including t~~The average of the last three (3)
35 evaluations (or ~~less~~ ~~fewer~~ if such ~~three evaluations do not~~ exists).
36 Counseling and disciplinary record will also be considered. Prior work
37 experience in the area in which the position exists.
- 38 4. Applicable certifications.
- 39 5. Competency Testing.
- 40 6. Specialty Education.
- 41 7. Safety Record.

1 When such qualifications are relatively equal, seniority will prevail. The
2 Hospital will be the sole judge of qualifications provided that the Hospital
3 will not be arbitrary or discriminatory. Any nurse who is displaced under
4 this paragraph **subsection** will have the option of accepting any vacant
5 position for which she is qualified in accordance with the following
6 paragraph, or be placed on the recall list.
7

8 **5. Recall.**

9 Nurses shall be recalled in ~~reverse order of~~ layoff seniority order. If the
10 nurse's original reduced position is reinstated, the displaced nurse has
11 first preference in reclaiming the position.
12

13 The Hospital shall offer all open and available bargaining unit positions to
14 Nurses on recall for which they are qualified if such positions remain
15 open after the regular posting period provided for in Section [insert
16 section number]. **The Hospital will also offer Nurses on recall open and**
17 **available positions in the Legacy Resource Pool for which they are**
18 **qualified.** Nurses on recall may refuse positions offered if the position is
19 on a shift that is different from the Nurse's assigned shift at the time of
20 layoff. Nurses shall have one right of refusal.
21

22 Upon return, a recalled Nurse will retain seniority, step ~~wage~~, and benefit
23 accrual level in effect at the time of layoff. Pursuant to Article 10, Section
24 E, any recall rights expire twelve months after layoff.
25

26 A Nurse on the recall list may elect to work as an On-Call Nurse for a
27 period of up to ninety (90) days without having that work impact their
28 position on the recall list. Notice of this election must be made to the
29 Hospital within ten (10) days of the notice of layoff. At the end of the
30 ~~ninety-day (90-)day~~ period, the displaced Nurse may elect
31 reclassification to On-Call status and will be removed from the recall list.
32

33 **6. Notice.**

34 The Hospital shall provide the Union and affected Nurse(s) with at least
35 ~~14~~ **21** calendar days' notice prior to a layoff or provide ~~two~~ **three** weeks'
36 pay to the affected ~~n~~Nurse(s).
37

38 **7. Performance of Remaining Work.**

39 ~~The work remaining after a workforce reduction shall be performed by~~
40 ~~currently employed Nurses until the Hospital determines that recall shall~~
41 ~~be initiated. The Hospital may employ laid-off Nurses who retain recall~~
42 ~~rights as Per Diem Nurses to perform available per diem work. Laid-off~~
43 ~~Nurses who have indicated their availability to perform per diem work will~~
44 ~~be offered the work before it is offered to temporary, Resource Pool, or~~
45 ~~Traveler Nurses. The foregoing Section shall not apply to laid-off Nurses~~
46 ~~who do not retain recall rights.~~

1 7. Workforce Reorganization: The provisions of this section shall apply in
2 the event of a work force reorganization that does not involve layoffs. A
3 workforce reorganization shall include staffing changes resulting from a
4 merger or consolidation of two or more units, increases or decreases in
5 FTE status among bargaining unit members, and changes of positions
6 within a seniority pool.

7
8 8. Severance Pay: The parties agree that bargaining unit nurses may
9 participate in Legacy's Employee Transition Policy under the same
10 conditions as nurses in the same or similar classifications at other
11 hospitals within the system. Any nurse who elects to participate in
12 Legacy's Employee Transition Policy will waive any recall rights they may
13 have under this Article 10 and any recall or internal applicant status
14 rights they may have under this Article 10.

15
16 **8.7. Severance Pay.**

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

20
21 Nurses can decide to accept a severance package in lieu of recall rights.

22
23 Severance pay is based on the following guidelines:

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

33
34 Severance pay is paid on a regular pay period basis typically starting
35 with the first pay period following the reduction in force effective date.