Article 10 -- EMPLOYMENT STATUS

A. Introductory Period. Nurses will be hired into an introductory period for the first 120 days of continuous employment. Nurses employed on a temporary basis shall not become regular employees under this provision. An employee in the introductory period will not have recourse to the grievance procedure to contest discipline or termination. When the Hospital determines performance or circumstances warrant an extension, the Introductory Period may be extended beyond 120 days to a maximum of 180 days.

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

C. Notice of Resignation. All regular Nurses employed by the Hospital shall give the Hospital not less than 14 calendar days' written notice of intended resignation.

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

E. Seniority and Wage Reinstatement. A bargaining unit Nurse who is terminated, laid off, voluntarily resigns, or retires and is rehired to a position covered by the Agreement within twelve (12) months will be returned to a wage step no lower than the previously paid wage step and will have their seniority reinstated.

F. Job Postings. Available openings in the bargaining unit 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. After five full calendar days, the Hospital may proceed with filling the position. "Department only" means the opening is available only to Nurses already working in the Department. For "Department only" postings, the Department manager may email notifications to Department Nurses of the position and/or physically post in the Department.

a. Posted positions shall list whether they are day shift, evening shift, night shift, or variable shift.
b. The position shall be considered awarded as soon as the Hospital makes a verbal offer.
c. The hiring manager shall select the most qualified candidate for the position, in their discretion.
d. 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.
e. Hiring managers may invite Nurses to participate on interview panels for open positions. Such participation by the Nurse is voluntary.

E. **Layoff.** The Employer retains the right to determine whether a permanent or prolonged reduction in personnel is necessary, the timing of such a reduction, the number of FTEs to be affected, and in which a department layoff will occur. If the Hospital determines that a layoff in personnel or a restructuring is necessary, and notwithstanding any other provision of this Agreement, when a permanent or

indefinite reduction in force is necessary, Nurses will be laid off based on the following qualifications:

a. Contracted Agency and Traveler Nurses.

b. Nurses within the affected unit who volunteer for layoff.

c. Past performance including the average of the last three (3) evaluations (or less if fewer than three evaluations do not exist). Counseling and disciplinary records will also be considered. Prior work experience in the area in which the position exists.

d. Applicable Certifications.

e. Competency Testing.

f. Specialty Education.

g. Safety Record.

When such qualifications are relatively equal, seniority will prevail. The Hospital will be the sole judge of qualifications provided that the Hospital. Any Nurse who is displaced under this subsection will have the option of accepting any vacant position for which they are qualified in accordance with the following paragraph or be placed on the recall list.

F. Notice: The Employer shall provide the Union and affected Nurse(s) with at least fourteen (14) calendar days' notice prior to a layoff.

G. **Recall**. Nurses shall be recalled in reverse order of lay off provided that the Nurse meets the qualifications of the available position. If a Nurse's original position is reinstated, the laid off Nurse has first preference in reclaiming the position. The Employer shall offer all open and available bargaining unit positions

to Nurses on recall for which they are qualified if such positions remain open after the regular posting period provided for in this Article.

a. Nurses on recall may refuse positions offered if the position is on a shift that is different from the Nurse's assigned shift at the time of layoff. A Nurse will have one right of refusal.
b. Upon return, a recalled Nurse shall have accrued seniority, benefit accrual level in effect at the time of layoff restored and will be placed on a wage step that corresponds with their prior step placement.
c. Nurses on the recall list may elect to work as an On-Call Nurse, if such positions are open and available, for a period of up to 90 days without having that work impact their position on the recall list. Notice of this election must be made to the Hospital within ten days of the notice of layoff. At the end of the 90-day period, the displaced Nurse may elect reclassification to On-Call status and will be removed from the recall list.
d. Recall rights expire 12 (twelve) months following the date of layoff.

H. **Workforce Restructuring**. A workforce restructuring occurs when there are staffing changes resulting from a merger or consolidation of two or more departments, increases or decreases in FTE that changes benefit status. If the Hospital determines that a workforce restructuring is necessary among the bargaining unit members, the Union will be given a minimum of twenty-one (21) days' notice, after which the parties will meet for good faith discussions about the process for addressing the restructure.