

ARTICLE 8—WORK SCHEDULE

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8.1.2 Ten-hour and twelve-hour alternative shifts.

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12. Initial Unit 10-Hour and 12-Hour Shift Offerings. The Hospital shall have the right to reorganize positions consisting of ten- (10-) hour and/or twelve- (12-) hour positions once during any eighteen (18) consecutive-month period. The Hospital agrees to provide the Association with fourteen (14) consecutive calendar days' written notice of its decision to reorganize, in advance of the intended date of the commencement of the reorganization, during which period the Association may provide the Hospital with written comments concerning the intended reorganization. The Hospital shall have the right to reorganize such positions at any other time within such eighteen (18) consecutive month period, upon the consent of the Association.

13. The Hospital agrees that, in administering Section 8.1.2 (12), the Hospital shall engage in a good faith dialogue with any Nurse about, and prior to, any final decision to assign the Nurse to any given shift in connection with a reorganization pursuant to Section 8.1.2 (12), and shall give good faith consideration to the desire of the Nurse relative to the Nurse's shift assignment prior to making a final decision. The Hospital further agrees that it will not reorganize any unit pursuant to Section 8.1.2 (12) in such a manner that all shifts are of the same length (for example, all twelve- (12-) hour positions), unless a majority of the nurses regularly assigned to the unit have expressed their written consent prior to such a reorganization.

ARTICLE 12—SENIORITY AND LAYOFFS

12.1 Seniority. Seniority shall mean length of continuous service with the Hospital from the employee's original date of hire in a position covered by this Agreement, excluding unpaid leaves of absence.

12.1.1 Service outside bargaining unit. Previously accrued seniority shall be maintained. Accrual of bargaining unit seniority shall continue but be limited to a period of six (6) months from date of transfer when a registered nurse accepts a non-bargaining unit position.

12.1.2 Loss of seniority. An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation or retirement, unless re-employed within three (3) months. Refusal to rehire shall not be subject to the grievance procedure.

2. Discharge for just cause.

3. Failure to return to work within ten (10) days after being recalled from layoff by registered mail, return receipt requested, unless due to actual illness or accident.

4. Leave of absence for a continuous period of more than one (1) year, except Workers' Compensation injuries.

5. Layoff for a continuous period of more than two (2) years.

12.1.4 Seniority reinstatement. Any non-probationary, non-temporary nurse who terminates from employment in the Hospital bargaining unit and is rehired by the Hospital to a position covered by this Agreement within a period of less than one (1) year from the date of termination will be returned to at least the nurse's same wage as prior to termination and have his/her seniority restored. Earned

Leave accrual step will not be restored if the nurse had terminated Hospital employment.

12.3 Layoff and recall.

12.3.1 Order. When a layoff of nurses is necessary, it shall occur in the order of Hospital-wide seniority providing each remaining senior nurse is qualified to perform the work in the position in which the nurse is placed during the layoff. Resource nurses are not included in the layoff procedure.

12.3.2 Procedure. If the Hospital determines that a permanent or prolonged reduction in personnel is necessary within one or more seniority pools, the following shall occur:

1. A determination by the Hospital shall be made regarding the number of hours to be eliminated in each seniority pool.
2. The number of positions to be eliminated within each seniority pool shall be determined. The nurses who occupy those positions shall be identified by inverse house-wide seniority and shall be notified of the elimination of their positions.
3. The nurses identified and notified pursuant to paragraph 2 above may choose, in order of house-wide seniority, {a} to displace the least senior nurse in any seniority pool within the affected nursing unit, provided the displaced nurse is less senior than said nurse, {b} to displace the least senior nurse house-wide, or {c} to fill an open position in the bargaining unit.
4. Nurses displaced pursuant to paragraph 3 above shall have the right, in order of their house-wide seniority, {a} to displace the least senior nurse in any seniority pool within the affected nursing unit, provided the displaced nurse is less senior than said nurse, {b} to displace the least senior nurse house-wide, or {c} to fill an open position in the bargaining

unit.

5. If the elimination of positions outlined herein results in unfilled hours in the affected unit, those hours, in the following order, {1} shall be offered in order to seniority to nurse(s) having experienced a reduction or elimination of position hours, {2} shall be offered to remaining nurses in the seniority pool on a seniority basis, and {3} may be posted as a new position.

6. All nurses must be qualified to perform the essential functions of the position they are to assume without training, excluding orientation.

7. All nurses on the same shift within the same nursing unit shall constitute a seniority pool. A layoff shall consist of an elimination of a nurse's position.

12.3.3 Notice. Where possible, the Hospital shall provide at least fourteen (14) calendar days' advance notice to nurses identified in accordance with 12.3.2. The Hospital will also give the Association written notice prior to instituting such action. The Hospital will meet with the Association, upon request, to discuss such action.

12.3.7 Nursing unit merger/closure. In the event that a nursing unit merges with another nursing unit, or is closed, the layoff provisions outlined above shall be applied with the following modifications:

1. All nurses within the impacted existing nursing units shall bid on all positions in the merged unit. Bidding shall be limited to these nurses. Such nurses must first only bid for similarly benefited positions within their shift. Following this bidding process and prior to position awards, the layoff language shall be applied to the remaining nurses, with the newly formed unit treated as their nursing unit.

All currently employed nurses within each impacted existing nursing unit shall be deemed qualified for the resulting positions in the merged unit.

2. In the event that a nursing unit closure occurs and all existing positions will be incorporated into another unit, all nurses within the closing unit may be granted similarly benefited open positions in the second nursing unit without bidding.

In the event that a nursing unit closure occurs that will not result in the above option, regular and short hour nurses, in order of house-wide seniority, may choose {a} to displace the least senior nurse in any seniority pool, provided the displaced nurse is less senior than said nurse, or {b} to fill an open position in the bargaining unit.

3. The parties may supplement or replace any layoff/reorganization provision specified by contract by mutual agreement prior to its implementation.

ARTICLE 13—POSITION POSTING AND FILLING VACANCIES

13.1 Posting requirements. Registered nurse positions under the Agreement which are permanently vacated or newly created shall be posted on the bulletin board and the hospital intranet site for seven (7) calendar days. The posting will show the unit, shift, number of hours per week, personnel category and minimum qualifications for the vacant position. Posted qualifications and job descriptions for a position shall be consistent and based on objective criteria.

1. Positions shall be posted by the Hospital as soon as possible following final approval of the position.
2. Positions shall be posted consistently on the intranet.

3. Each posting shall specify when it was posted (open date and time).
4. Internal applications must be completed online and are automatically routed to the hiring manager.
5. Each position application shall be dated by the Hospital when it is submitted.

13.3 Filling of vacancies. Newly hired employees shall not be eligible for transfer from one position to another position for six (6) months from employment, unless approved by the employee's current department manager. This includes moving from one schedule to another in the same department for the same position. Nurses who meet this time period requirement and who are employed by the Hospital may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis provided the senior nurse has qualifications, as reflected in certifications, educational or workshop credits, and demonstrated abilities, as reflected by years of satisfactory, exemplary, or specialty service, that are at least equal to those of other applicants, provided that no bargaining unit member who is applying has a final warning issued in the previous six (6) months from the date of application. With receiving supervisor approval the final warning stipulation may be waived.

13.3.1 Certification requirement. Any applicant otherwise qualified, applying for a posted position and for which certification is required, will be considered to have certification or course qualifications equal to another applicant if the nurse agrees and can reasonably complete the certification(s) or course(s) within a six (6) month period.

13.3.2 Process. All employees must complete an online application. Applications are automatically routed to the hiring manager for review and awarding of the

position.

The Chief Nursing Officer shall review and reconsider the position appointment if requested within five (5) days of the notification of denial to any applicant.