ARTICLE 22 – SENIORITY

A. Continuous Employment — The performance of all scheduled hours of work including time off because of vacation, paid sick leave, and authorized leaves of absence, which has not been interrupted by the occurrence of the following:

1. Voluntary Termination.

2. Is discharged for proper cause.

3. Layoff for lack of work which has continued for twelve (12) consecutive months.

4. Is absent from work without good cause for three (3) consecutive working days without notice to the Medical Center.

5. Fails to report for work promptly without good cause after an accident or illness when released to return to work by physician or other health care practitioner.

B. Definition. Seniority shall mean the length of continuous employment by the Medical Center. If a nurse enters bargaining unit employment, for the first time, from other non-bargaining unit Medical Center employment without a break in Medical Center employment, the nurse’s seniority will be limited to a maximum of three (3) years. A nurse who moves from bargaining unit employment into an interim supervisory position within Medical Center employment, without a break in Medical Center employment, will accrue additional seniority while not in bargaining unit employment. Otherwise, the nurse will not accrue additional seniority but will retain their seniority for use if the nurse later returns to bargaining unit employment within twelve (12) months or less, and without a break in Medical Center employment. All such seniority will be computed on the basis of hours paid at straight-time rates or higher, plus hours not worked as a result of Article 24 (together called “seniority hours”), subject to the following:
1. For the period prior to June 27, 1993, and for any periods of seniority defined above as in addition to covered employment, the seniority hours will be deemed to be equal to forty (40) hours per week.

2. Within thirty (30) days of the close of the last pay period beginning in the months of December, April, and August (three [3] times a year) the Medical Center will furnish to the Association a seniority list of nurses in the bargaining unit covering seniority hours through such pay period. The seniority of the nurses on the semi-annual list will be fixed upon issuance of the list until the next semi-annual seniority list is issued.

3. Between seniority lists, nurses entering the bargaining unit (a) with accrued seniority under this Section B, will be added to the most recently furnished seniority list in accordance with her/his seniority hours; or (b) without accrued seniority, will be deemed to have less seniority than all nurses with accrued seniority. The length of continuous service of nurses without accrued seniority will be based on their most recent date of starting work (not seniority hours) until they are placed on a seniority list at which time their length of continuous service will be computed as set forth above.

4. A bargaining unit nurse who returns to bargaining unit employment within twelve (12) months or less of ending employment will have their seniority restored back to the date employment was ended.

NEW ARTICLE – FILLING OF VACANCIES & JOB POSTING

C. Job Posting. When the Medical Center intends to fill a general duty or charge nurse vacancy, it will post the vacancy for no less than seven (7) days and shall not fill the vacancy, except temporarily, for seven (7) days beginning with the date when first posted. The information provided with such posting will include the unit, FTE, and shift(s). A nurse who desires to fill such vacancy may apply in writing and, if the nurse

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applies during such seven- (7-) day period, shall be eligible for the opportunity under Section B above Article 22.

1. No vacancy under this Article will be deemed to exist when the Medical Center and a regularly scheduled nurse mutually agree, not more than once per calendar year, to increase or decrease the nurse’s scheduled hours per week by no more than one (1) shift. If two (2) or more nurses on the same shift of a patient care unit are willing to enter into an agreement under the preceding sentence, the most senior such nurse will be given preference, provided the nurse is qualified and the extra hours, if any, will not result in scheduled overtime hours.

2. Notwithstanding the forgoing, the Medical Center may temporarily schedule new graduate/new-to-specialty nurses onto a day or night shift based on operational needs for the duration of the residency plus up to an additional one hundred twenty (120) days. Should a vacancy exist, it will be posted according to the provisions of this article.

3. **Prior to utilizing a Travel/Agency nurse, the Medical Center shall offer vacant shifts to its regular nurses who are qualified to perform the work.**

D. Seniority Consideration.

1. For Charge Nurse vacancies, the Medical Center shall consider factors including whether the nurse meets both required and preferred qualifications as set forth on the job description, history of job performance, and the nurse’s performance in the select interview process. In the event that two (2) or more candidates’ qualifications are substantially equal, the position will be awarded on the basis of seniority. The Medical Center shall make the choice, according to the above-stated standards, objectively applied, with input from a unit-based
committee that will include bargaining unit nurses. The candidates interviewed shall be given the opportunity to supply the committee with a brief written resume, summarizing the candidate’s past experience, length of experience, reason for application and qualifications.

2. For all other vacancies, qualified senior nurses will be given preference within their areas of experience and qualifications. A qualified nurse who has worked at least one (1) year continuously in a unit as of the time when the nurse applies for a vacancy on another shift within that same unit will be deemed to have seniority for this purpose equal to his/her their seniority as defined in Section B above, plus the length of service in the unit. A qualified nurse who has worked at least one (1) year continuously in a permanent nursing float pool cluster as of the time when the nurse applies for a vacancy on another shift within that cluster will be deemed to have seniority for this purpose equal to his/her their seniority as defined in Section B above, plus one-half the length of service in the cluster. When all applicants for the vacancy who do not come within the preceding sentence have been eliminated from consideration for any reason under this Article, the remaining applicants for the vacancy will be deemed to have seniority for this purpose equal to their seniority as defined in Section B above.

3. To exercise seniority in any position, the senior nurse must agree to work the number of days or weeks of the vacant position.

E. Alternative Process for FTE Changes. Subject to operational needs, the Medical Center may solicit requests for FTE changes. Such solicitation will be communicated and posted for seven (7) days on a unit inviting nurses to identify their requested FTE in writing. To the extent that all such requests cannot be
accommodated, available FTE reductions or FTE increases will be awarded by seniority per section D2 above.