

ARTICLE 5. SENIORITY, LAYOFF, WORKFORCE REORGANIZATION AND RECALL

5.1. Seniority

5.1.1. Seniority is determined by the continuous time worked at Legacy Meridian Park in their assigned Department (the smallest scheduling cohort that has the same licensing or certification requirements or modality).

5.1.1.1. If employees have the same hire date at Meridian Park, their total time employed by Legacy shall break the tie with the employee having a longer total Legacy employment history being more senior.

5.1.1.2. If their Legacy Hire date is the same, the loser of a coin flip will be lower on the seniority list.

5.2. Layoff/Restructure.

5.2.1 The Hospital retains the right to determine whether a permanent or prolonged reduction in or restructuring of personnel is necessary, the timing of such reduction or restructuring, the number of FTEs to be affected, and in which department(s) a layoff and/or restructure will occur.

If the Employer determines that a permanent or prolonged reduction in personnel is necessary, the following will occur:

5.2.1.1. The Employer will provide notice to the Union and to affected employees no less than twenty-one (21) days in advance with an opportunity to discuss mitigation options. The employer will provide the Union with a seniority roster and a list of vacant bargaining unit positions at the time of such notice. The list will include the unit, FTE and shift of the vacant positions. Upon request by the Union, the parties will meet to bargain the impact.

5.2.1.2. Employees shall be laid off in the following order: (1) Employee(s) within the affected Department who volunteer for layoff; (2) in order of departmental seniority (inverse order) within the affected job classification provided the employees remaining have the necessary skills and abilities to perform the work, based on their recent job performance review, job related qualifications, skills, competency, experience, corrective action status, shift and department (for purposes of this Layoff section only, employees whose start time is within two hours of the start time of the impacted shift will be considered to be on the same "shift");

(3) affected Employees to be laid off may then choose to bump

③
ml

Tentative agreement

rate.

5.6. Seniority Reinstatement

- 5.6.1.1. A bargaining unit Employee who terminates ~~from~~ employment from the bargaining unit and is rehired to a position covered by the Agreement within twelve months will (a) be returned to the appropriate rate of pay and (b) will have their seniority reinstated.

5.7. Restructuring.

- 5.7.1.1. A workforce restructuring occurs when there are staffing changes resulting from a merger or consolidation of two or more departments ~~or~~; increases or decreases in FTE of more than a .2 FTE. 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. Upon request by the Union, the parties will meet to bargain the impact.~~

5.8 Performance of Remaining Work

The work remaining after a workforce reduction and/or workforce reorganization shall be performed by currently employed employees until the Employer determines that recall shall be initiated. The Employer may employ laid off Employees who retain recall rights as On-call Employees to perform available work.

Tentative Agreement 7.1.26

MPX 7/1/26

7/1/26

(E)
MP