

ARTICLE 9. JOB POSTINGS, SKILLS TRAINING AND FILLING OF VACANCIES

9.1. Job Postings.

9.1.1. Job vacancies are defined as ~~an increase or decrease in FTE, an open new position shift, in addition to additionally created positions~~ covered by this Agreement. Job vacancies must be posted electronically by the Employer for five (5) days concurrently internally and may be concurrently posted externally, ~~for five (5) days~~. A notice of the position shall be announced to the department via internal employer email. ~~to the unit~~.

9.2. Skills Training Opportunity.

9.2.1. Skills training within a department shall be announced via internal Employer email. The training opportunity will be offered to the senior qualified employee who applies and possesses the minimum requirements and will be able to meet the established competency with a reasonable number of training days that will not negatively impact patient care.

9.3. Filling of Job Vacancies.

9.3.1. ~~Any new department vacancy shall be posted online and announced via internal employer email. Any available shift vacancy will be offered to the department via email before it is awarded to a new employee.~~ To be considered for a posted position an employee must apply to the position on-line. Bargaining unit candidates will be considered for the first five (5) days of the posting prior to considering non-bargaining unit candidates. In the event a bargaining unit employee fails to submit a bid for a posted position within five (5) calendar days, the Employer shall be free to select the most qualified applicant in its sole discretion based on all job expectations. It is understood that if more than one bargaining unit employee applies and meets the criteria outlined below, the position will be awarded to the most senior bargaining unit employee.

9.3.2. Employees must meet all job expectations~~qualifications~~ as established by the Employer. The expectations~~qualifications~~ will be included~~listed~~ in the job description profile. Job descriptions are available electronically or upon request made to the manager. A job description for all job titles listed in Article 1.1.1 will be available to any bargaining unit member upon request.

9.3.2.9.3.3. ~~No~~ Employees shall be allowed more than two (2) awarded positions within must be in their current position for a minimum of twelve (12) months period, in order to be eligible to apply for a posted position, unless the Employer and Employee agrees otherwise.

9.3.4. Employees who received formal corrective action within the last six (6) months will not be considered for job vacancies or skills training opportunities unless the Employer agrees otherwise.

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9.4 Shift Vacancy

Shift vacancies will be made known to bargaining unit employees using department practices. Bargaining unit shifts must be offered to the bargaining unit before going outside the department. If a vacant shift is eligible for LSI or OCP, employees will be made aware. a premium Management shall create, or maintain, and facilitate a system where all open shifts, and shifts employees are seeking coverage for, will be posted or made known to all qualified employees. All posted shifts will indicate if Critical Shift Incentive (LSI) or OCP is applicable. Shifts will be filled fairly and equitably with bargaining unit members having priority.

9.4. Department Seniority.

9.4.1. For purposes of calculating seniority under this Section 9.3, an employee will have "department preference," which means an employee's length of continuous employment in a position within a specific department. Department preference shall be used for shift vacancies as they become available.

9.5. Reinstatement Returning to Former Position Previous Job.

9.5.1. If at any time within the first ninety (90) days, the Employer determines that the employee is unable to perform satisfactorily, such employee may be returned to their former position including pay rate, shift, assignment, and scheduled hours without loss of seniority, provided his/her former position is still available and the employee is in good standing. Unless returning to their former position is a mutual decision by the employer and the employee, upon employee request, the employer shall provide the employee with an explanation of the reason(s) the employee's performance was unsatisfactory.

Tentative agreement 7/1/26

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