

ARTICLE 16 - SENIORITY

16. A Definitions

16.A.1 Seniority is the total length of continuous service with the Employer from the date of hire into an OFNHP or ONA-represented position. If seniority date is the same, the date of initial licensure shall determine seniority order.

16.A.2 RNs who transfer into a Bargaining Unit job title from a non-OFNHP position (including former supervisory employees) shall have their OFNHP Seniority based on the most recent date of transfer into the Bargaining Unit.

16.B. Seniority Protection:

16.B.1. RNs who return to employment with the Employer within ninety (90) days shall retain previous seniority. After ninety (90) days' separation from the Employer, all seniority shall be lost.

16.B.2. Seniority date shall be maintained during the following leaves:

- (i) Industrial, medical, military, family, and union leaves.
- (ii) Leaves of absence for immigration-related issues such as loss of work authorization or detention.
- (iii) RNs returning from an approved leave shall retain their seniority and position in the Bargaining Unit.

16.C. Seniority Lists: The list shall include the RN's name, work location, and hire date into an OFNHP position.

16.C.1 An updated seniority list shall be published by the Employer every January and July. Lists shall be provided to the Union when published. Current seniority lists shall be kept on the KPNW Human Resources Intranet Webpage.

16.C.2 If an RN believes their seniority date is incorrect, they shall report the issue to their manager who shall assist the RN in making appropriate escalations.

16.D Position Shuffle, Job Bidding, & Vacancies

16.D.1. Position Shuffle:

a. A position shuffle may be initiated when a vacancy or open position occurs, at the discretion of management, provided that the process outlined in this Article is followed.

16. D. 2 Notification and Transparency

1. Management shall notify the Union (through a steward, charge nurse, or other designated representative) of the need to conduct a shuffle.
2. Such notification shall include confirmation of the shuffle date to ensure a labor representative is available on the day of the shuffle to assist and ensure transparency in the process.
3. Notification of the shuffle shall be posted and distributed to staff at least seven (7) calendar days in advance through established posting location(s) and electronic mail.

16.D.3 Required Posting Information

The shuffle posting shall include the following:

- FTE of the open position
- Shift designation
- Schedule (if applicable)
- Deadline to respond with interest
- Date and time of the shuffle
- Effective date of the change

16. D. 4 Expression of Interest

1. Within six (6) days, following the posting, employees may notify management in writing of their intent to participate in the shuffle.
2. The written intent must include the employee's preference for shifts, days, and/or FTEs.

16. D. 5. Management Responsibilities

1. Management shall collate all expressions of interest to determine which schedules will become available.
2. Management shall ensure transparency in the process by involving Union representation during the shuffle.

16. D. 6 Conduct of the Shuffle

1. On the seventh (7th) day after notice, the shuffle shall occur as scheduled.

2. The shuffle shall be by seniority. In the first (1st) round, employees shall select from available positions in order of seniority.

3. Subsequent rounds shall continue in order of seniority until no positions remain or all interested employees have made selections.

16.D.7 Vacancy Posting

1. After the shuffle is complete, management shall rebalance FTEs as needed.

2. If an open position remains after the shuffle, it shall be posted to KP internal applicants for seven (7) days prior to posting externally.

16.D.8. Job Bidding:

RNs who have applied within the seven (7) day posting period shall have priority hiring over all other applicants.

The order of filling positions among such applicants is as follows:

- Regular nurses on the unit (including short-hour, per diem, and on-call),
- Laid-off nurses being recalled,
- Internal qualified applicants,
- External applicants.

16.D.5 Selection Criteria:

- Selection will be made in order of the following:
 - Minimum Qualifications
 - Preferred Qualifications
 - Seniority

Seniority as Deciding Factor. In any case where applicants for a position possess experience and qualifications that are substantially equal, the deciding factor in awarding the position shall be seniority. Should seniority be the same, the deciding factor shall be the date of initial licensure.

For purposes of this article, "qualified" shall mean that the applicant possesses the requirements and has demonstrated the knowledge, skills, and abilities to perform the essential functions as defined in the position description and unit-specific addendum, including preferred qualifications.

For internal applicants, education identified as a preferred qualification shall not be considered grounds for disqualification or used in a manner that disadvantages the applicant in the selection process.

16.E Additional Hours & Coded Hours Adjustments

1. When additional hours become available but do not constitute a new full position, these hours shall be posted within the department.
2. RNs who are qualified for the affected unit and shift may apply for additional hours.
3. Twice yearly, on January 1 and July 1, the Employer shall review Benefited Average Hours (BAH) of each RN coded at least 20 hours per week.
4. If any RN's BAH exceeds their coded hours by twenty percent (20%) or more and this pattern is likely to continue, the Employer shall notify the affected RN and recode the RN.

16.F Extra Shifts & Cross-Training

1. Cross-training opportunities that do not constitute a full job vacancy shall be shared on an electronic platform.
2. RNs may elect to work extra shifts in another department or facility on an intermittent basis (see seniority process in section 16.D).
3. RNs may only work in environments for which they have been oriented. For the purposes of this section, "oriented" means that the RN has received basic information needed to work on the unit or clinic, such as unit or clinic layout, location of supplies, and essential work protocols. Orientation shall occur before the RN assumes patient care duties. Length of orientation shall be dependent on the RN's previous experience and familiarity to the nursing unit/clinic to which such RN is picking up a shift and patient population to which such RN shall be assigned. All RNs must successfully complete the unit's orientation/competency checklist, before they are considered qualified.
4. As long as the need exists within the unit or department, RNs shall work a minimum number of shifts (at least 1 shift every 3 months) as agreed to by the RN and manager to maintain competency in that department or facility. These shifts shall be designated as "protected competency shifts" and the RN shall not be floated.
5. Experienced and qualified ONA RNs shall have the ability to pick up shifts at other locations with manager approval at each location (home unit manager and cross-training manager). OFNHP RNs shall have priority to work shifts prior to shifts being awarded to qualified ONA RNs. See ONA CBA Article 10 when picking up shifts in ONA areas. Pay shall be in accordance with the Parties' CBAs.

6. This section is not intended to replace new graduate internship(s)/fellowship programs.

16.G. Reduction in Force (RIF) & Bumping Rights

16.G.1 Temporary Reduction:

If a patient care area or facility is completely closed for one (1) but less than thirty (30) days, employees shall not incur a loss of income, provided employees are willing to be reassigned within the ONA or OFNHP bargaining units during this time. No bumping shall occur during such reduction.

16.G.2 Permanent Reduction

Permanent reduction shall be defined as a reduction of hours, reduction in force, or the elimination of an RN's position in excess of thirty (30) days.

When the Employer determines that a reduction in hours or positions is necessary, the decision shall be made and communicated to the Union through a notice of intent in writing, a minimum of sixty (60) days prior to implementation. This notice shall include the number and description of the affected positions and the reason(s) for the reduction.

The parties shall meet, if the Union so requests, to discuss impact and explore alternatives, including a work share agreement to be mutually agreed upon by the employees in the affected patient care area or outpatient facility.

The Employer retains the final right to determine the nature of the layoff.

Permanent reduction in positions or hours shall take place utilizing reverse seniority by patient care area or work group provided that the RNs remaining have the ability to perform the work required with up to a maximum of one hundred and sixty (160) hours of orientation.

Such permanent reduction shall take place in the following order:

- I. Agency/Travel Nurses
- II. Volunteers
- III. Temporary employees
- IV. On call employees
- V. Short-hour employees
- VI. Regular employees

The affected employees shall be given at least thirty (30) days' notice of layoff, or compensation at the regular rate of pay to the extent that such notice is deficient.

A more senior RN may be laid off out of seniority if they are not qualified to perform the work of the unit during the layoff or does not possess special skills required in the unit which are possessed by a less senior RN.

16.G.3 Bumping Rights

An RN whose position is eliminated or whose hours are reduced may request in writing and receive transfer to one (1) of the fifteen (15) least senior comparable positions in the bargaining unit for which they are qualified, or any open positions in the Region. If there is no employee who is less senior than the laid off employee working in a comparable position, the laid off employee shall have the option to bump the least senior position in the Bargaining Unit that is the closest to their own coded hours, regardless of shift. or location.

Employees who exercise seniority and transfer to a different patient care area or facility shall receive an orientation that is comparable to other employees who are hired into the patient care area or facility, and shall be evaluated at the end of the orientation period.

For the purpose of this article, "comparable position" shall mean the same rate of pay, the same shift, the same Bargaining Unit and within five (5) coded hours, and within thirty (30) miles of the former worksite. The employee so displaced shall be placed on layoff status.

16.G.4 Benefit Coverage

An RN on layoff status may, at their option, retain any group coverages for health plan, dental plan and group life insurance programs by tendering premiums to the Employer in accordance with reasonable requirements, subject to any limitations imposed by its insurance carriers.

16.G.5 Severance Benefits

a. Severance Pay Eligibility

RNs coded twenty (20) hours per week or more, whose positions are eliminated, and for whom no open position can be found as outlined in this agreement, are terminated and have recall rights. RNs must have a minimum of six (6) months' service to qualify under this article.

b. Provisions

The severance allowance shall be determined by full years of service. Eligible employees shall receive one (1) week severance allowance for each full year of service, but a minimum of one (1) week, maximum of fifteen (15) weeks. A week is computed on current BAH and is issued in a single cash payment. Employees receiving severance allowance are not eligible for rehire for a period which equals the number of weeks of severance.

16.G.6 Medical and Dental Benefits

RNs receiving severance pay shall receive continuation of Employer-paid medical and dental benefits for the same number of weeks as their years of service with a minimum of one (1) month beyond termination and maximum of six (6) months. After the expiration of Employer-paid coverage, RNs have the opportunity to purchase continued group health plan and dental plan coverage for an additional eighteen (18) months.

16.G.7 Outplacement Support

RNs with twenty (20) or more coded hours per week who are terminated because their positions have been eliminated are eligible to receive Outplacement Support as outlined in the Employer's Employment Stability Policy.

16.G.8 Recall

Recall shall be by seniority.

The Employer shall maintain a list of RNs on layoff status and shall notify the most senior qualified RN when a comparable vacancy occurs.

It shall be the RN's obligation to keep the Employer informed of their current contact information.

The Employer's obligation as defined in this section shall cease after twenty-four (24) months from the day of layoff, or if an RN fails to accept an offer to return to work in a comparable position, or if the RN fails to keep the Employer informed of their current telephone number and address, or if the RN fails to return to work on the date mutually agreed to with the Employer.

The RN may accept any vacancy they can reasonably perform and remain in recall status until a comparable vacancy becomes available.

RNs in this status must notify the Employer of their interest in a comparable vacancy for which they are qualified.

The RN shall have an obligation to confirm acceptance or rejection of an offer to return to work within three (3) business days of the offer.

Such confirmation shall be delivered to the Employer within the above specified time limit.

An employee on layoff status shall have the right to apply and receive consideration for employment in any vacant position within the Northwest Region for which they are qualified. Such employees shall be given preferential consideration over applicants from outside the Organization.

Employment in a non-Bargaining Unit position shall not affect the RN's rights of recall as defined in this Article.