

Tentative Agreement

ARTICLE XI - SENIORITY

A. Seniority Defined

Seniority is defined as the employee's continuous length of employment at the Hospital as a Staff Nurse I, II, III, IV, V or as a Lead Nurse, or in the prior Charge Nurse classification. It is achieved upon satisfactory completion of the probationary period and then is measured from the first day of work at the Hospital as a Nurse in the bargaining unit. The only ~~two-three~~ exceptions are that:

1. A Nurse employed in the bargaining unit, who has been employed by the Hospital outside of the bargaining unit in a Registered Nurse position with no break in service is subject to a one (1) year moratorium upon the use of their prior Hospital employment for the purposes of seniority under this Agreement (for reductions in force, recall, job bidding, vacation preference).
2. A Licensed Vocational Nurse or an Operating Room Technician employed by the Hospital who is then employed in the bargaining unit as a Registered Nurse, with no break in service, shall be credited upon completion of the Nurse's probationary period with seniority (for reductions in force, recall, job bidding, vacation preference) for their continuous length of prior LVN or ORT employment by the Hospital.
3. For the purposes of salary step progression, fringe benefit eligibility and the rate of future accrual, reduction in force, recall, job bidding, and vacation preference within the Acute Rehab Unit, the Nurses assigned to the Acute Rehab Unit as of Jan. 22, 2003 shall retain their seniority earned prior to Jan. 22, 2003.

For the purposes of job bidding, vacation preference, reduction in force and recall of all other departments at

Tentative Agreement

Santa Rosa Memorial Hospital, the Nurses assigned to the Acute Rehab Unit, Skilled Rehab, Inpatient Behavioral health and Skilled Ortho Units as of Jan. 22, 2003 shall have a union seniority date of Jan. 22, 2003.

For the purpose of job bidding, vacation preference, reduction in force and recall, the Nurses assigned to the Case Management Department shall have a union seniority date of August 29, 2001 unless the Nurse was previously employed at Santa Rosa Memorial as a Staff Nurse, in which case, the Nurse's union seniority date is determined by the remaining provisions of this Article.

B. Adjustment of Seniority Date and Breaks in Service

1. Adjustment

A Nurse's seniority date for purposes such as reduction in force, PTO requests, scheduling requests and bidding on permanent vacancies shall be adjusted forward for the unpaid portion of leaves of absence where the unpaid portion exceeds thirty (30) calendar days.

2. Breaks in Service

A Nurse's seniority will be broken, and any reemployment shall be as a new hire if:

- a. The Nurse terminates through layoff and is rehired by the Hospital more than one (1) year later.
- b. The Nurse terminates voluntarily and is rehired by the Hospital in a bargaining unit position more than six (6) months later.
- c. The Nurse is terminated and the termination is not reversed through the Grievance and Arbitration Procedure.

Tentative Agreement

~~3. Union Seniority date is not adjusted for Workers' Compensation or Military Leaves of Absences as outlined in Human Resources Policies 5-90 and 5-50 respectively.~~

3. No Breaks in Service

a. The Union Seniority Date will not be adjusted for a Nurse that accepts a position within the Hospital that is outside of the bargaining unit, as long as they return to a bargaining unit position within six (6) months.

b. Union Seniority date is not adjusted for Workers' Compensation or Military Leaves of Absences.

C. Probationary Status

All new Nurses shall serve a probationary period of six (6) calendar months. A probationary Nurse covered by this Agreement may terminate or be terminated without advance notice and without recourse to the Grievance and Arbitration Article of this Agreement.

D. Date of Hire

The date of hire is the date the Nurse first began working at ~~St. Joseph Health, or Covenant Health~~the Hospital. In the event a Nurse is re-hired by ~~St. Joseph Health or Covenant Health~~the Hospital within six months after the last day worked, the Nurse's date of hire shall be ~~her/his~~their original date of hire. In the event that two Nurses have the same date of hire, the Nurse with the lowest last four digits of their employee identification number shall be deemed the most senior Nurse. This does not apply to job bidding. See article on Job Posting.

E. Benefit Date

The date on which the employee is first hired, or changes to regular status.

1. The date is adjusted for:

a. Time spent as a Casual Pool employee

Tentative Agreement

- b. Unpaid portion of LOAs where the unpaid portion exceeds (30) days:
 - c. Period of time between a termination and a rehire where rehire occurs within six (6) months after last day worked.
2. The date is not adjusted for service as a Relief employee if employee complies with minimum availability requirements.
 3. Credit is given for employment with other facilities operated by the St. Joseph Health System or Covenant Health System Providence Health System.

F. Step Entry Date

The date a Nurse is eligible to receive a step increase. Initially this date is based on the Nurse's hire/rehire date into a Staff Nurse position, but can be changed or adjusted for the following:

1. When an employee transfers from a non-Staff Nurse position to a Staff Nurse position, the step entry date is the date the nurse begins the Staff Nurse position.
2. Date is adjusted forward for the unpaid portion of LOA's where the unpaid portion exceeds thirty (30) calendar days.

G. Termination Date


Normally is last day the employee works.

1. If an employee resigns during a leave of absence, is date of resignation.
2. If an employee does not return at end of leave is last day of approved leave.

Signature

Tentative Agreement

 8/30/2023
Peter Brackner, SNA President Date

 8/30/2023
Leslie Pereira, HRBP Date