

UFCW Local 832 & Grace Hospital (Diagnostic Imaging)
Employment Security: Process Related to Deletion of Positions

1. Per the Memorandum of Understanding #2, (1), the Hospital shall notify the Union in writing at least ninety (90) days in advance of any deletion of an occupied position(s).

During the 90 day notice, the new shift schedules will be developed by the Hospital in consultation with the Union and the PHLRS. It is the Hospital's responsibility to determine the EFTs for the new shift schedules.

2. Once deletion notices have been issued, job postings will be waived and the positions will be available for deleted employees to select based on seniority and qualifications.
3. The Hospital shall be responsible for posting all shift schedules and positions, including available vacant positions, in an accessible location for all affected employees to be able to review the schedules and consider and determine their positions of choice, in order of preference prior to the meeting with the Hospital where they will advise of their final selection.

The Position Selection Form will be available for all employees to be able to identify and document their positions of choice prior to their attendance at the selection meeting.

4. Beginning November 2, 2017, the Hospital shall arrange an appointment with each affected employee in order of seniority, so that the employee may indicate her/his choice of available positions on the position selection form or advise of alternate options available.

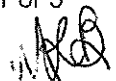
Employees will be provided with a minimum of 24 hours' notice of their selection meeting appointment, unless otherwise mutually agreed.

Schedules will be posted on October 12th, 2017, for staff consultation with the finalized schedules being posted no later than 4 p.m. Friday October 20th, 2017.

Deletion letters will be mailed to all employees, including those employees on a leave of absence, between October 18th – 20th, 2017.

Employees who are absent from work due to a leave of absence for any reason will be included in the scheduling of the appointments in accordance with their individual seniority.

These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the positions selected /confirmed to date.



The position selected by the employee will be provided to the Hospital in writing at this meeting and the Hospital will provide written confirmation of the employee's approved selection.

A union representative will be in attendance at all of these meetings.

5. An employee who fails to attend their appointed time shall be afforded an opportunity to reschedule their appointment provided that they do not interfere with another employee's arranged appointment. If an employee misses their appointment due to extenuating circumstances, we will review and then handle these situations on an individual basis.
6. All positions selected shall be updated on an ongoing basis and shall be posted in an accessible location.

All positions will be available to employees as per Article 26.04 of the Collective Agreement.

"An employee whose position is being deleted in accordance with Article 26.03, or who is being laid off in accordance with Article 26.02 will be entitled to exercise seniority rights, subject to her being qualified, competent and willing to perform the required work, to displace a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be entitled to a lie exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below."

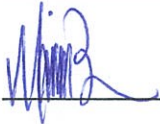
Once an employee has selected and been confirmed for her/his new position it cannot be changed.

7. October 5, 2017 will be the cut-off date for the calculation of seniority for this process.
8. All employees are served notice that their positions will be deleted and the date the deletion is to take effect is January 12, 2018.
9. All employees, whether in a permanent or a term position, will continue to work in their current position until 2330 hours of the last day of the notice period (January 11, 2018).
10. It is the incumbent or "owner" of the deleted position that is notified and has the rights afforded by Article 26, even if she/he is on a leave of absence or temporarily in a term position.
11. Employees who are absent from work due to a leave of absence for any reason shall be advised by letter of the implementation of the new shift schedules and positions.



12. If an employee is occupying a deleted position as a term, the term will expire at 2330 hours of the last day of the notice period (i.e. January 11, 2018), and at that time the employee occupying the term will revert to her/his former position/status in accordance with Article 6.
13. All positions are filled in accordance with Article 6.
14. Approved leaves of absence continue during and after the notice period. The employee on leave exercises all of her/his rights to obtain a new position and the resulting term position will be posted in accordance with Article 6.
15. Although the posting, selection and bumping process takes place during the notice period, in actuality, the key day that is applicable to the application of the Memorandum of Understanding #2 is the first day that the new shift schedules actually takes effect (January 12, 2018).
16. Per Article 26.05, when an employee exercises his bumping rights or is being transferred or redeployed, he/she will retain his/her current salary level until the salary scale of the lower position reaches his/her level of salary. In any event, this red circling provision shall be limited to no more than three (3) years from the date of transfer or redeployment.

For UFCW 832



For Grace Hospital



