

## **ARTICLE 5 - LAYOFF**

County proposing CCL in every section except Sections 5.1 and 5.4

### Section 5.1 - Seniority Defined

For purposes of layoff, seniority is defined as the total length of continuous employment in a coded classification from the first date of hire within the bargaining unit. First date of hire shall be adjusted for all time on suspension or leave without pay which extends beyond one full pay period, but shall not be adjusted for all time on ~~Maternity Leave, Worker's Compensation Leave and Military Leave~~ statutory family medical leave, statutory parental leave, worker's compensation leave, leave for Association business and statutory military leave. If an employee resigns and is subsequently reinstated within twenty-four (24) months of the resignation, the seniority shall be restored for the period of time previously served within the bargaining unit.

The County will provide the ~~Union Association~~ with a copy of the appropriate current seniority list prior to the issuance of notices described below in Section 5.8.

If two or more nurses have the same date of hire, the following process will determine which nurse is subject to layoff:

The nurses' California Board of Registered Nursing (BRN) numbers will be utilized to break the tie, with the nurse having the lowest number not being subject to layoff and the nurse having the highest number being subject to layoff. (i.e., The first nurse's BRN number is 456000, and the second nurse's BRN number is 566000, the first nurse would not be subject to layoff, but the second nurse would.)

### Section 5.2 - Transfer of Prior Employer Service

If a function of another employer is transferred to the County, with employees performing nursing duties comparable to those performed by this bargaining unit, the County and the RNPA will meet and confer over the definition of seniority for the transferred employees.

### Section 5.3 - Changes to Classes

The County and the Association agree that to the extent possible, nurses should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

### Section 5.4 - Order of Layoff and Reassignment

When the County determines that bargaining unit positions will be reduced or eliminated which results in a layoff, the order of layoff shall be based on seniority as applied to each classification. The order shall be: a) provisional nurses in inverse seniority; b) nurses on original probation in inverse seniority; c) permanent nurses in inverse seniority.

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 1 of 7

Tentative Agreement  
Article 5 Layoff

The provisions of Appendix B "Classifications and Areas of Competency" shall apply for purposes of layoff and reassignment as a result of layoff.

Employees will be retained within their current assigned work unit on the basis of seniority. The employees (other than those in the classifications of Clinical Nurse I, II, III ~~or Psychiatric Nurse I or II~~) for whom no position exists ~~at the same code status~~ within the current assigned work unit will be reassigned in order of seniority as follows:

- a) to a vacant position in the same classification within the related competency area; or if no such position exists,
- b) to a position held by the least senior individual in the same classification within the related competency area; or if no such position exists,
- c) to a vacant position in the same classification within another competency area; or if no such position exists,
- d) to a position held by the least senior individual in the same classification within another area of competency; or if no such position exists,
- e) to a position in the next lower classification applying the sequence "a" through "d" above until all lower classifications are exhausted.

The employees in the classifications of Clinical Nurse I, II, III ~~or Psychiatric Nurse I or II~~ for whom no position exists at the same or lower classification in the series within the current assigned work unit will be reassigned in order of seniority as follows:

- a) to a vacant position in the same or lower classification within the related competency area; or if no such position exists,
- b) to a position held by the least senior individual in the same or lower classification within the related competency area; or if no such position exists,
- c) to a vacant position in the same or lower classification within another competency area; or if no such position exists,
- d) to a position held by the least senior individual in the same or lower classification within another area of competency.

Section 5.5 - Reassignment from a Lower Classification

After all nurses within an affected classification have been afforded the opportunity to be reassigned according to Section 5.4 and a vacancy remains in that classification, that vacancy shall be filled by reassignment of the most senior nurse in the next lower classification from the vacancy's related area of competency and then another area of competency as identified in Appendix B.

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 2 of 7

Tentative Agreement  
Article 5 Layoff

Section 5.6 - Competency Standards

The classifications, the work units, and the areas of competency for layoff purposes are listed in Appendix B. The County shall establish written competency standards for each area of competency. These standards shall not be greater than the hiring standards.

Section 5.7 - Employee Competency Profile

Prior to the issuance of layoff notice, the employee will be provided the opportunity to complete an Employee Competency Profile or add any information to an existing profile which might qualify the employee for an area of competency. Failure to respond will be construed as acceptance of the information on file.

Section 5.8 - Notice of Layoff

a) Notice to the Association of Intent to Reduce or Eliminate Bargaining Unit Positions

The County will notify the Association of the decision to reduce or eliminate bargaining unit positions which would result in a layoff. At a minimum, the notice shall include the total proposed reduction. Upon request, the Association shall be afforded an opportunity to meet with the County prior to layoff notices being issued to discuss the circumstances requiring the layoff and any proposed alternatives.

b) Notice to Employee

The County shall provide a written layoff notification to any nurse whose employment is being terminated, whose code status is being reduced, or whose classification is being changed as a result of layoff. Additionally, employees shall receive a notice of reassignment due to layoff. The notice shall be provided at least 20 working days before the effective date. The Association will receive concurrent notices.

Section 5.9 - Training Opportunities

Nurses who are reassigned as a result of layoff according to Section 5.4 will be provided orientation training and skills upgrade, up to a maximum of six weeks, if needed. Additional training beyond six weeks may be provided on an individual basis.

Section 5.10 - Layoff

a) Layoff

In the event that a nurse is not reassigned as a result of layoff as in Section 5.4, the nurse shall be laid off, unless the employee has a right to return to a former classification in another bargaining unit. If a nurse refuses the reassignment pursuant to Section 5.4 "a" through "d" or refuses to return to a former class in another bargaining unit, the nurse may be deemed to have been offered and to have declined such work.

b) Inplacement

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 3 of 7

Tentative Agreement  
Article 5 Layoff

If a nurse has been issued a layoff notice pursuant to Section 5.8 and has no reassignment in lieu of layoff rights pursuant to Sections 5.4 or 5.5, then that nurse shall be considered for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to a nurse with a layoff notice into a vacant position which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

1. A nurse must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
  - a. Testing requirements will be the same as if the nurse had been reclassified.
  - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Transfers resulting from layoffs will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 10% (ten percent).
3. The normal transfer (ordinance code) rules apply when an inplacement transfer occurs. If a nurse has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the nurse on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The nurse may express a preference for certain occupational fields, assignments or departments. However, the nurse has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.4 or 5.5 by another nurse who has been issued a layoff notice under Section 5.8 or by a nurse on a re-employment list established pursuant to Section 5.11.
6. A nurse who is placed under Section 5.4 or laid off under Section 5.10 shall have their name placed on all re-employment lists pursuant to Section 5.11 for the appropriate classification.

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 4 of 7

Tentative Agreement  
Article 5 Layoff

7. In determining placement offers, the Association and the County, on a case by case basis, may by mutual agreement include as part of the placement offer:
  - a. basic skill competency training and/or;
  - b. literacy training and/or;
  - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
8. All placement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist nurses on the re-employment list in addition to those workers with layoff notices. Such nurses shall be entitled to all provisions of this Agreement.
9. If a worker is not placed by the effective date of the layoff notice, they shall be laid off under the provisions of the layoff notice.
10. Nurses are eligible to transfer to vacant positions within a unit in accordance with 6.9 prior to filling positions by inplacement of employees outside the bargaining unit into RNPA. Vacancies existing within a unit seven (7) calendar days prior to date of layoff shall not be posted and shall be considered for purposes of inplacement. This provision relates to inplacement of employees outside of RNPA and does not include employees with return to former classification rights.

Section 5.11 - Re-employment List

- a) The names of such probationary and permanent nurses reassigned or laid off in accordance with this Article shall be entered upon a re-employment list in inverse order of seniority. The County shall maintain re-employment lists by classification. At the time of a nurse's placement on a re-employment list, the County will inform the nurse in writing of the employee's responsibility to leave the address and/or telephone number where the employee can be contacted.
- b) When a vacancy exists which the County intends to fill, the most senior nurse on the appropriate re-employment list shall be offered appointment, provided the required competencies are met. Nurses on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.
  1. If the County is able to contact the nurse to communicate the offer of re-employment, the nurse will be encouraged to respond within forty-eight (48)

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 5 of 7

Tentative Agreement  
Article 5 Layoff

hours, but, if requested, will be allowed up to four (4) working days to respond.

2. If the County is unable to make contact, the County will send the offer by certified mail, return receipt, to the last known address. The nurse must respond to the offer within ten (10) working days from the date of mailing.
3. If no response is received within the above time limits, the nurse will be deemed to have been offered and to have refused such work.

Section 5.12 - Extra-Help and Per Diem Work for Laid Off Nurses

Interested nurses who are placed upon the re-employment list due to layoff and who elect to be available for extra-help or per diem work shall be given preference for any work in their former Department/Agency for which they are currently qualified. The election to be available for extra-help and per diem work must be made in writing at the time of layoff. Employees may decline to be available for extra-help and per diem work or may decline such work itself without affecting any rights under this Article.

Section 5.13 - Names Dropped from Re-employment List

No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon such re-employment be dropped from the list. Refusal to accept one of two offers of re-employment within the same classification, shall cause the name of the person to be dropped from the re-employment list.

Section 5.14 - Rights Restored

Upon re-employment of a nurse from a re-employment list, all rights acquired by a nurse prior to the nurse's placement on such list shall be restored; including but not limited to PTO accrual rates, seniority as defined in Section 5.1, salary step and time-in-step placement, and educational leave.

Section 5.15 - Temporary Layoff

In the event of a decrease in census of any unit requiring a temporary reassignment of work areas or layoff of Registered Nurses for less than thirty (30) calendar days, the appointing authority shall:

- a) Attempt to float any affected nurse to any unit which the nurse has been oriented.
- b) As an educational opportunity, allow a nurse to request an orientation to an unfamiliar unit.
- c) Request volunteers to take time-off by using PTO, comp. time or leave without pay.

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

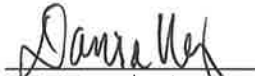
Page 6 of 7

Tentative Agreement  
Article 5 Layoff

- d) Implement a layoff of nurses by inverse seniority, if there are insufficient volunteers. This subsection, however, shall not apply to any classification of nurses that are designated as FLSA exempt.

It is agreed that this provision shall be applied by unit and shift. It is also understood that the hospital will not assign extra-help, per diem or registry RN to the unit on that shift when this section is implemented.

FOR THE COUNTY

  
DATE: 11/13/2023

11/13/2023 C. Melniker

FOR RNPA

 RNPA PRESIDENT  
DATE:

 11.13.23

From: SCCo To RNPA October 12, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Page 7 of 7

