ARTICLE 14
LAYOFF/RECALL

14.1 The Employer, in its sole discretion, shall have the right to determine whether layoffs are necessary. Prior to any layoff, the Employer will give the Union as much advance notice as possible.

14.2 In the event that it is necessary for the Employer to layoff employees, temporary employees and new hire probationary employees within the affected job title and specialty shall be laid off first.

14.3 In the event that the Employer determines that a layoff (reduction in staff) is necessary in a particular patient care area or department, layoffs shall be made in reverse order of seniority, provided that the remaining employees are qualified to perform the remaining available work. Employees shall be deemed qualified if they meet the standards established in the Employer's skills checklist and job description. The following procedure shall be applied to affected employees.

a. The Employer will first seek volunteers in the affected job titles to be laid off with preference in order of seniority, with the understanding that the Employer has the right to accept or reject any such volunteers. If there are no volunteers, then:

b. Affected employees, in order of seniority, shall be offered all available vacant positions on all shifts for which the employee is qualified as defined herein. An employee shall be deemed to have met the competency standards for purposes of this Article if the employee can complete the Employer's skills checklist within thirty (30) days. Affected employees shall be given preference over all internal or external candidates, provided that the affected employee is qualified for the position as defined herein. If such an employee is offered a comparable position (same shift and status [FT/PT]) for which the employee is qualified and the employee refuses to accept the position, the employee will be deemed terminated from employment.

c. If no such comparable position[s] exists or there are insufficient vacancies to absorb the affected employee[s], the affected employee[s] may "bump" the least senior employee[s] in the same job title and patient care area or department in the same status (FT/PT) on the same shift as the affected employee. For purposes of this provision, 7A-3P shall be the equivalent of 7A-7P, and 3P-11P and 11P-7A shall be the equivalent of 7P-7A. For purposes of this Article, all medical/surgical units shall be considered to be a single patient care area or unit.

d. In the event that there is not a less senior employee in the affected employees' job title and department on the same shift and in the same status, the affected employee[s] or the employee[s] "bumped" in accordance with provisions of paragraph c, above, shall have the right to "bump" the least senior employee[s] in the department/unit on the other shifts (combined) and in the same status (FT/PT), provided the bumping employee[s] is more senior than the employee[s] to be bumped and is qualified to perform the job in question.

e. If there are no less senior employees in the affected employee's specialty area, the affected employee or the employee bumped in the foregoing provision shall have the right to bump the least senior employee in the bargaining unit without regard to status (FT or PT), provided that the bumping employee is qualified to perform the position, is more senior than the employee who is bumped, and is prepared to accept the bumped employee's schedule.

f. There shall be no further bumping rights, except that any employee affected under the provisions of this section may choose not to exercise her or his right to bump, and any employee bumped by this process may transfer to Per Diem status.

g. In the event of the closure of a department/unit/facility, the foregoing process shall be utilized.

h. In the event that there is more than one affected employee, the selection among available positions and in the bumping of the least senior employees shall be in order of seniority. At each level, employees must accept comparable vacancies prior to having the opportunity to bump a less senior employee, except that when there are more employees affected by the layoff than there are vacancies available, the affected employees shall, in order of seniority, be allowed to select among the pool of vacancies and the least senior employees at the next level equaling the total number of affected employees.

i. Those employees who are identified for layoff, have bumping rights, and/or rights to vacancies, shall exercise such rights within forty-eight (48) hours upon being notified of their options by the Employer.

14.4

a. PTO: Employees laid off may request payment for accrued, unused PTO during the period of layoff. Such payment shall be made in the same manner as though the employee were on vacation. In the event that the

employee is not recalled by the expiration of the employee's recall rights, he/she shall receive payment for all accrued unused PTO.

b. Tuition Reimbursement: In the event that an employee is laid off while taking a course approved pursuant to Article 25 of this Agreement, reimbursement for such course(s) shall be made notwithstanding the layoff, provided the requirements of Article 25 are otherwise met.

c. Required Clinical Certification: An employee on layoff status, and whose seniority has not been terminated, may take clinical certification courses at Virtua where those courses are required by the employee's clinical groupings, pursuant to Section 26.9 of this Agreement.

14.5 Recall

a. Employees will be recalled from layoff in the reverse order in which they were laid off, provided that they have the qualifications and abilities to perform the available work and can work the required schedule for the positions without additional training.

b. Employees may be recalled to fill positions other than those originally held before the layoff, provided they have the qualifications to perform the work and can work the available schedule. It is agreed and understood that in the event that an employee declines a position comparable to that which he/she held prior to the layoff, the employee will be considered to have resigned from employment. If the position declined is not comparable to the one which the employee previously held, the employee will not lose his/her position on the recall list.

c. Employees who refuse to report to work at the time specified in the recall notice will be considered to have voluntarily resigned from employment, provided, however, that no employee shall be considered to have voluntarily resigned if he/she reports to work within one week of notification.

d. Recall rights will not exceed six (6) months from the date of layoff.

14.6 Temporary and newly hired probationary employees who have been laid off shall have no recall rights.

14.7 Temporary and Long Term Unit Closures: The Employer, in its sole discretion, shall have the right to determine whether to close any unit, and determine if any such closure shall be temporary or long term. The Employer shall notify the Union of any such closure and, upon request, shall meet and discuss the impact of the closure upon nurses assigned to the affected unit. Unless otherwise agreed between the parties, in the event of a temporary closure, the Employer will follow the cancellation and reassignment procedures described in Articles 48 and 49.