

# UNION COUNTERPROPOSAL TO HOSPITAL'S PROPOSAL

12/3/13

## Union Article 29 (RN) / Article 30 (LPN/Tech)

- ~~4. "For the term of the Agreement only (through November 15, 2016) the Hospital shall not transfer to an entity or entities controlled by L+M Corporation acute care services currently performed by bargaining unit members.~~
1. If the Hospital transfers any work, operations, services or procedures historically performed by bargaining unit members to other L&M Corporation controlled entity(s) the following procedure will be followed:
2. Affected bargaining unit employees shall be offered any transferred work that he/she is qualified to perform;
3. The parties' agree to bargain the affected employees rate of pay and benefits;
4. Affected employees shall be covered by the collective bargaining agreement that covered said employee at the time of the transfer of work.
5. In the event that the transferred work is not available to the impacted employee the following shall apply.
6. ~~"For the term of this Agreement only (through November 15, 2016)~~ If the Hospital transfers non-acute care services to another entity or entities controlled by L+M Corporation with the result that bargaining unit employees are laid off, the Hospital will provide the following benefits to the affected employees, which the employee may select, in addition to or superseding, as the case may be, contractual procedures contained in the Agreement's layoff provisions:
  - a. The employee(s) will have priority over any other employees to any vacant bargaining unit positions within the Hospital, if qualified.
  - b. The employee(s) may bump any less senior employee in the bargaining unit, if qualified.
  - c. The employee(s) will be eligible to training or retraining in a related bargaining unit position, if such training or retraining is reasonably likely to result in a placement to that position within six months, and the employee(s) continue to work in the Hospital in any position during that length of time;
  - d. If the employee(s) cannot assume a position pursuant to #a-c and are laid off, they will remain on a recall list for a period of two years and will have priority over any other employees to be recalled to any vacant bargaining unit positions within the Hospital, if qualified;
  - e. The employees may receive up to six months' severance and benefit continuation in lieu of exercising any rights they have under #a-d.
  - f. Options #a-d will be available to an employee(s) if, as the result of a transfer of non-acute care services to another entity or entities controlled by L+M Corporation, their regular schedules are reduced by more than eight hours/weeks."