

PROFESSIONAL AGREEMENT

By and Between

ALASKA NURSES ASSOCIATION

and

**PEACEHEALTH KETCHIKAN MEDICAL CENTER
Ketchikan, Alaska**

February 1, 2021 to January 31, 2024

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Ketchikan, Alaska
February 1, 2021 – January 31, 2024

This Agreement is made and entered into by and between PEACEHEALTH KETCHIKAN MEDICAL CENTER (hereinafter referred to as the “Medical Center”) and the ALASKA NURSES ASSOCIATION, INC. (hereinafter referred to as the “Association”).

PREAMBLE

The purpose of this Professional Agreement is to allow the Medical Center and the Association to fulfill their joint responsibilities to provide an essential public service of the highest quality, without interruption, with the intent and desire to foster and promote collaborative, sound, stable, peaceful and harmonious relations between the parties.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

1.1 Bargaining Unit. The Medical Center recognizes the Association as the collective bargaining representative of all registered nurses, including charge nurses, employed by the Medical Center at its facilities in Ketchikan, Alaska; excluding all confidential employees, managerial employees, all other employees, and supervisors as defined in the Act.

1.1.1 New positions. The Medical Center will provide the Association with written notice of any new non-bargaining unit position for which an RN license is required. Notice will be provided at least fourteen (14) calendar days prior to posting the new position.

1.2 Membership. Each nurse covered by this Agreement shall, as a condition of employment, within thirty (30) days after the nurse’s hire date, become and remain a member of the Association or make payment in lieu of dues to the Association.

1.2.1 Remedy for non-payment. If a nurse is not in compliance with the provisions described in this section, the Association will notify the nurse in writing that he/she is delinquent in the satisfaction of his/her obligations, and will provide a copy of the notice to the Human Resources Manager of the Medical Center. The Association will allow the nurse a reasonable period of time of not less than twenty (20) days to cure the delinquency. If the nurse fails to cure within the allotted time, then the Association may contact the Human Resources Manager for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Association will be present for the termination proceeding.

1.2.2 Religious exemption. A nurse who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Association; except that such nurse shall contribute an amount equivalent to the Association dues to a nonreligious, tax-exempt charitable fund of his/her choice for the duration of the membership or payment requirements had they been applicable.

1.2.3 Dues deduction. The Medical Center will deduct Association membership dues and/or payment in lieu of dues (fair share) from the salary of each nurse who voluntarily agrees to such deductions in accordance with the terms of an appropriately written and submitted authorization form to the Medical Center setting forth standard amounts and times of deduction(s). Deductions shall be made monthly and remitted monthly or bi-weekly to the Association together with a list of those authorized deductions.

1.2.4 Indemnification. The Association will indemnify and hold the Medical Center harmless for any and all claims, charges, suits or damages that may arise against the Medical Center as a result of the Medical Center taking action pursuant to this Section 1.2.

1.2.5 Payment in lieu of dues. Payment in lieu of dues (fair share) will be less than or equal to the Association dues as established by the Association.

ARTICLE 2 – ASSOCIATION BUSINESS

2.1 Access to Premises. Subject to the provisions of this paragraph, duly authorized representatives of the Association shall be permitted at reasonable times, for purposes of transacting Association business and observing conditions under which nurses are employed, to enter facilities operated by the Medical Center where bargaining unit members are employed. The Association's representative shall, upon arrival at the Medical Center, notify Human Resources of the representative's presence. Visitations during non-day shift hours shall occur only after advance notification to Human Resources during normal office hours. The transaction of any business shall be conducted in an appropriate location subject to the rules of the Medical Center applicable to non-employees, and shall not interfere with the work of employees.

2.2 Bulletin Boards, Mailboxes and E-Mail. The Medical Center shall continue its current practice of providing space for the posting of Association information on a bulletin board designated by the Medical Center on each nursing unit and department, and shall allow nursing unit representatives to distribute information to nurses' mailboxes and e-mail addresses during non-working time. Copies of all postings shall be supplied to Human Resources at the time of their distribution. All postings under this paragraph shall be limited to the date, time, place and subject matter of Association meetings, lists of Association Committee members, notices of joint Association/Medical Center Committee activities and minutes, and Association or other educational opportunities.

2.3 Bargaining Unit Meetings. The Association may hold bargaining unit meetings in conference rooms maintained by the Medical Center for purposes of professional education, contract negotiations and contract administration, provided that such meetings are scheduled in advance with Human Resources at mutually agreeable times and places. Nurses shall not attend bargaining unit meetings during their working time.

2.4 Orientation of Newly Hired Nurses. The Medical Center will give timely notice to the local bargaining unit chairperson or designee of all scheduled new hire orientations for bargaining unit nurses. During the orientation of newly hired nurses, the Medical Center will provide an Association representative with a 30-minute period to discuss the Association. This period will be paid time for the newly hired nurses. The Medical Center will cooperate in releasing

an Association representative from duty to attend such meeting, and the Association will cooperate to provide an alternate representative where such release would cause staffing problems for the Medical Center. Association representatives in this release status may choose to be unpaid or to use PTO. The Medical Center will distribute to newly employed nurses a copy of the Agreement and membership informational material provided by the Association to the Medical Center for such purpose.

2.5 Nurse Representatives. Except as expressly authorized or agreed to by the Medical Center, nurses may not engage in Association activities during their working time. Bargaining unit nurse representatives shall, however, be granted a reasonable amount of unpaid release time to assist in the investigation and settlement of grievances, provided that the granting of such release time, as mutually agreed between the representatives and the unit manager or designee, does not interfere with the work of employees or patient needs. Off-duty nurse representatives may not engage in Association business in working areas that directly interferes with the work of employees or patient needs.

2.6 Rosters. The Medical Center will transmit electronically to the Association, to an address submitted by the Association, (1) a semiannual list, in January and July, of bargaining unit nurses showing name, mailing address, date of hire, job classification, employee identification number, telephone number, rate of pay and department, (2) a monthly list of newly hired nurses containing the same information, and (3) a monthly list of all nurses who have left the bargaining unit during the previous month. Notwithstanding the foregoing, the Medical Center will comply with the written request of any bargaining unit nurse to withhold his or her address or telephone number from the Association. Every thirty (30) days the Medical Center will provide the Association a list of all nurses occupying temporary positions.

2.7 Negotiating Team. Time spent by members of the Association's negotiating team in negotiation sessions which occur during their regularly scheduled work day, to the extent such time falls short of the nurse's FTE hours during the applicable work period, shall count for purposes of computing service increments and accrual of benefits. Team members can use unpaid time to cover the days spent in negotiations.

2.8 Printing and Distribution of Agreement. The Medical Center and the Association shall equally share expenses for the printing of an adequate supply of copies of this Agreement.

ARTICLE 3 – EMPLOYEE DEFINITIONS

3.1 Nurse. A registered professional nurse covered by this Agreement who is currently licensed to perform professional nursing in the State of Alaska. Graduate nurses are not eligible for coverage under this Agreement until they become fully licensed as a registered nurse. To be covered under this Agreement, a graduate nurse must notify Human Resources that he or she has become licensed as a registered nurse. The Medical Center will provide written notice of this obligation to graduate nurses by their hire date.

3.2 Charge Nurse/Relief Charge Nurse. A qualified nurse who is assigned responsibilities that include the direction and/or coordination of registered nurses, as a result of having been either (1) selected to fill a charge nurse vacancy in accordance with Section 12.2, or (2) designated by the Medical Center to perform charge nurse responsibilities on a temporary assigned basis, known as a relief charge nurse. The right to determine where charge nurse responsibilities are to be assigned, and to assess the ongoing need for such responsibilities on a particular unit and shift, is reserved to the Medical Center. A nurse holding a charge nurse position while acting in a charge nurse capacity shall not be subject to floating prior to any other nurse scheduled on the unit except for cases of light duty. In addition, the charge nurse will not be subject to mandatory low census prior to any other nurse scheduled on the unit if the skill mix on the unit, in management's discretion, is not sufficient to perform the responsibilities of the charge nurse in his or her absence. A relief charge nurse may be subject to low census and floating if another scheduled nurse on the unit is qualified to perform and agrees to accept the charge nurse assignment.

3.3 Probationary Nurse. A newly hired nurse (including temporary nurses) shall be on probationary status from the nurse's date of hire through the first 120 days. The probationary period may be extended by the Medical Center for up to an additional 90 days. The probationary

period will include, within sixty (60) days after hire, consultation and review of the nurse's performance and, if warranted, a plan for skills development.

3.4 Regular Nurse. A nurse regularly scheduled to work in an established position, for 36 or more hours per week as a full-time nurse, or for less than 36 but at least 20 hours per week as a part-time nurse.

3.5 Certified Registered Nurse Anesthetist. A registered professional nurse with advanced training and certification who is qualified to deliver anesthesia to patients.

3.6 Relief Nurse. A relief nurse may be scheduled after full and part-time nurses are scheduled for their assigned FTE or called to work when needed and will not be regularly scheduled to work more than twenty (20) hours per week.

3.6.1 Relief nurses must be available to be scheduled to work a minimum of two (2) weekend shifts per month and a minimum of two (2) additional shifts per month. Relief nurses with ten (10) or more years of service at the Medical Center may satisfy their minimum requirements on an aggregate quarterly basis. Cancellation of scheduled hours (sick/emergency) by the nurse shall not count as availability for scheduling. Relief nurses shall notify their department managers of their available days by the 10th of the preceding month.

3.6.2 Relief nurses shall be paid in accordance with the wage rates set forth in Appendix A. In addition, relief nurses shall receive a fifteen percent (15%) premium of their hourly wage. Relief nurses who are called in to work an additional shift on less than twelve (12) hours' notice shall be paid at the rate of time and one-quarter (1¼) for all hours worked during that shift. Relief nurses may participate in PeaceHealth's retirement plan if they meet the eligibility criteria. Relief nurses shall receive step increases per Article 9.1, and shall be eligible for on call pay, preceptor pay, relief charge pay, callback pay, advanced education/certification pay, and shift differentials.

3.6.3 When a nurse transfers from regular status to relief status, all of the nurse's accrued PTO shall be cashed out at the rate existing at the time of transfer.

3.7 Temporary Work.

3.7.1 Temporary nurse. A nurse initially hired to work for a defined period not to exceed six (6) months. Temporary nurses are not eligible for benefits. Temporary nurses shall receive a twelve percent (12%) differential in lieu of benefits and paid time off. The Medical Center has the right to make provisions for housing for purposes of recruiting nurses as needed to the Medical Center on a temporary basis.

3.7.2 Traveler nurse. A nurse who has been hired or retained through an outside agency for a defined tour of duty. Traveler nurses are not members of the bargaining unit, even though they perform bargaining unit work.

3.7.3 In-house posting. Prior to hiring or retaining a temporary or traveler nurse to perform temporary work, the Medical Center will post the temporary hours in-house in accordance with Article 12.2, except that the requirement therein of a 7-day posting period shall not apply. Part-time or relief nurses may apply on a combined basis to fill all of the available posted hours. Bargaining unit nurses who perform temporary work shall, upon completion of the work, have the right to return to their former position.

3.7.3.1 Training position. If a posted position is not filled within 13-weeks of the initial posting, the position may be re-posted and filled per Article 12.2. The Medical Center will not post the position for hire while the nurse is training.

3.8 Preceptor Nurse. A nurse who is assigned, with the nurse's consent, to participate in the development of newly-hired nurses or staff nurses changing clinical areas of practice, and/or in the preceptorship of students without a clinical instructor in the same building where the students are located. Preceptors will be selected by the Medical Center based on clinical skills, experience, communication skills and teaching skills.

3.9 Clinical Resource Nurse. Clinical Resource Nurse (CRN) positions shall consist of 12-hour shifts. CRNs will have responsibilities for the clinical areas of Med/Surg, TCU, ICU, OB, and Surgery. CRNs will not be regularly assigned a patient load.

ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITIES

4.1 Nondiscrimination. The Medical Center and the Association agree that there shall be no harassment or discrimination against any nurse or applicant for employment on the basis of age, sex, race, creed, color, marital status, veteran status, citizenship (provided that the nurse meets the definition of a protected individual under 8 U.S.C. 1342(b)(a)(3)), handicap or disability, sexual orientation, national origin, or affiliation or non-affiliation with the Association. The parties further agree to abide by all applicable local, state and federal laws prohibiting discrimination in the hiring, placement, salary determination, or establishment of other terms or conditions of employment for nurses. No nurse shall be discriminated against for lawful Association activity.

4.2 Compliance with Accommodation Laws. In the event that the Americans With Disabilities Act (ADA) or any other law requiring accommodation of employee's conflicts with the provisions of this Agreement, such law shall control. Where possible, the Association shall be notified of any perceived conflict and, upon request, the Medical Center shall meet with the Association to discuss the conflict.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Management Rights. All rights of management are retained by the Medical Center except to the extent that this Agreement, the Nurse Practice Act and other applicable legal obligations limit such rights. These rights of management include, but are not limited to, the exclusive right to operate and manage the Medical Center and to direct the work force; to require standards of performance and to maintain order and efficiency; to determine materials and equipment to be used; to introduce new or improved services, operational methods, procedures or facilities; to determine the methods and means by which operations are to be conducted; to determine staffing requirements; to establish new jobs or eliminate or modify existing job classifications; to schedule nurses for work; to hire, assign, classify, train, evaluate, transfer, promote, discipline and discharge nurses; to layoff, relieve from duty because of lack of work, and recall nurses; to extend, limit, curtail or subcontract all or any part of its operations; and to promulgate, modify and rescind work rules, regulations and personnel policies.

5.2 Non-Waiver of Rights. The Medical Center's failure to exercise any right, prerogative or function hereby reserved to it, or the Medical Center's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Medical Center's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

ARTICLE 6 – EMPLOYMENT STATUS

6.1 Discipline and Discharge. The Medical Center shall have the right to discharge or otherwise discipline a nurse for just cause. During a nurse's probationary period as specified in Section 3.3, such action shall not be subject to the grievance procedure. A non-probationary nurse who feels he/she has been discharged or otherwise disciplined without just cause may present the matter for consideration under the grievance procedure.

6.1.1 Progressive discipline. The level of corrective action taken shall be suitable to the nature and severity of the infraction. Where appropriate, discipline shall be administered on a progressive and corrective basis and may include, but shall not be limited to, one or more of the following: verbal warning (Step One), written warning (Step Two), final written warning (Step Three), or discharge (Step Four).

6.1.2 Disciplinary actions. All disciplinary actions shall be recorded in writing and will be copied to the nurse at the time the discipline is administered. Any and all corrective actions or directives set forth in corrective action notices shall, unless otherwise specifically designated, be considered mandatory. Whenever the Medical Center reports a bargaining unit nurse to the Alaska State Board of Nursing in connection with any disciplinary action, it shall notify the impacted nurse in writing.

6.1.3 Dischargeable offenses. Possible causes for discharge include, but are not limited to, conduct threatening or endangering patient safety; improper treatment of patients or visitors; insubordination; sexual harassment or other forms of harassment or assault/violence against another person; violation of patient confidentiality; theft; falsification of records or documents; and intoxication or consumption of alcoholic beverages or illegal drugs on the Medical Center's premises or while conducting the

Medical Center's business. Consistent with 6.1.1 above, these offenses may result in immediate discharge.

6.1.4 Suspensions pending investigation. Suspensions pending investigation shall be with pay until the investigation is complete and a determination of the appropriate discipline is communicated to the nurse. The investigation will be concluded as soon as reasonably possible given the circumstances.

6.1.5 Association representative. A bargaining unit nurse shall have the right to request the presence of an Association designated steward at any meeting that may result in subsequent discipline of the nurse, provided that the request does not result in undue delay of the meeting. The Association designated steward shall not engage in conduct that disrupts or interferes with the meeting. Nothing herein shall be construed as a waiver of the rights of either the Association or any bargaining unit nurse under federal law.

6.2 Notice of Resignation. A nurse shall give the Medical Center not less than fourteen (14) calendar days' notice of intended resignation, unless mutually agreed upon otherwise.

6.3 Personnel Files. The Medical Center will, upon request from the nurse, allow access to the nurse's personnel file within a reasonable period of time following the request. When any disciplinary document is added to, deleted from or amended in a nurse's personnel file, the nurse will be notified within a reasonable time period and will be provided an opportunity to copy the document. Upon request from the nurse, written disciplinary notices for conduct other than theft, falsification of records or documents, conduct threatening or endangering patient safety, or harassment or assault/violence against another person, will be removed from the nurse's personnel file after 24 months, if there have been no further disciplinary occurrences of any kind during that 24-month period.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Definition. A grievance is defined as an alleged breach of the terms and conditions of this Agreement that may arise between the Medical Center, the Association or any nurse, and that cannot be informally resolved with the nurse's immediate supervisor. If any such dispute

arises, it shall be subject to the following grievance procedure. A probationary nurse may file grievances under this Article, except that issues relating to discipline, including discharge, of a probationary nurse shall be determined exclusively by the Medical Center and shall not be subject to this Article. Grievances involving terminations may commence at Step 2 (two).

7.2 Grievance Procedure.

Step 1. A grievance must be presented in writing to the nurse's unit or department manager or designee within thirty (30) calendar days from the date the nurse was or should reasonably have been aware that a grievance existed. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse's understanding, a description of the problem and the contract provisions thought to be violated. A grievance relating to pay shall be timely if received by the Medical Center within thirty (30) calendar days after the payday for the period during which the grievance occurred. In the event of an issue concerning a discharge, the issue must be presented within fourteen (14) calendar days following termination.

The unit or department manager's or designee's written reply is due within ten (10) calendar days of presentation of the grievance. In the alternative, a Step 1 meeting may be held within fourteen (14) calendar days following the filing of the grievance, in which case the unit or department manager's or designee's written reply is due within ten (10) calendar days after this meeting.

Step 2. If the grievance is not resolved at Step 1, it may thereafter be presented in writing to the Vice President for Patient Care within ten (10) calendar days from receipt of the department manager's reply or the date such reply was due in Step 1. The Vice President shall then meet within fourteen (14) calendar days with the nurse and a representative of the Association, if the nurse so desires, to resolve the matter, and shall reply in writing within ten (10) calendar days after the meeting.

- Step 3. If the grievance is not resolved at Step 2, it may thereafter be presented in writing to the Administrator or his/her designee for consideration and determination within ten (10) calendar days after receipt of the Vice President's response or, if the Vice President's response is not received within that period, within ten (10) calendar days after the expiration of time allotted in Step 2 for the Vice President's response. The Administrator or designee shall meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) calendar days after the meeting.
- Step 4. If the grievance is not resolved at Step 3, the Association may thereafter present it to an impartial arbitrator for determination by giving the Medical Center written notice within twenty-one (21) calendar days after receipt of the Step 3 reply of the Association's intent to refer the matter to arbitration.

7.3 Association Grievance. A grievance, as defined in Section 7.1, relating to occurrences actually involving at least three (3) nurses or arising under the Association Business article, may be initiated by the Association at Step 2 of the above-mentioned procedure by the filing of a written grievance, signed by a representative of the Association, within thirty (30) calendar days from the date of occurrence. Such grievance shall describe the problem and the contract provisions alleged to have been violated.

7.4 Timeliness. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to Step 1 are not met, unless the parties agree in writing to extend such time limits. Subsequent grievance advancements and responses will be deemed untimely if the time limits set forth above are not met, unless the parties mutually agree in good faith to extend such time limits. Such extension shall be documented in writing if requested by either party. If a grievance advancement is untimely, the grievance shall be considered resolved in accordance with the Employer's previous response. If a response is untimely, the grievance shall be considered automatically elevated to the next step in the grievance process.

7.5 Arbitration Procedure. The Medical Center and the Association shall, within a reasonable period of time after the grievance is submitted for arbitration, attempt to select a

mutually acceptable arbitrator. In the event that the parties cannot agree, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names using a sub-regional panel of arbitrators who are members of the National Academy of Arbitrators from which each representative shall alternately strike one name until only one name remains; this person shall be selected to arbitrate the matter.

7.5.1 The decision of the arbitrator shall be final and binding on both parties. It shall be announced in writing to the parties within thirty (30) days following the hearing of the arbitration. The expenses of the arbitration shall be borne equally by the Medical Center and the Association. Each party shall bear the expenses of its own representation and witnesses.

7.5.2 The jurisdiction of the arbitrator shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement. The arbitrator shall not have authority to modify, add to, alter or detract from provisions of this Agreement.

ARTICLE 8 – HOURS OF WORK

Preamble. Except where specifically noted, this Article is not applicable to Certified Registered Nurse Anesthetists.

8.1 Work Periods. The work period shall consist of forty (40) hours within a seven (7) day period or, where specified in writing by the Medical Center, eighty (80) hours within a fourteen (14) day period. The normal work shift shall consist of eight (8), nine (9), ten (10) or twelve (12) consecutive hours, plus an unpaid meal period of at least one-half (½) hour. Nothing herein shall prevent the Medical Center from scheduling shifts on the posted work schedule of less than eight (8) hours, provided that a good faith effort is made by the Medical Center to obtain voluntary agreement from the nurse prior to the posting of the work schedule. The regular work week for employees shall begin at 0001 hours on Sunday or at the conclusion of a shift already in process as of 0001 hours on Sunday, and shall end at 2400 hours on Saturday or at the conclusion of a shift already in process as of 2400 hours on Saturday.

8.2 Work Schedules. Work schedules shall be posted by the 20th of the month in advance of the applicable monthly work cycle. If the 20th falls on a weekend or holiday, work schedules shall be posted on the following workday. Regular full and part-time nurses shall routinely be scheduled the nurse's positioned hours and shift(s), unless otherwise requested or agreed to by the nurse or otherwise permitted by this Agreement. It is further understood that nurses with a .9 FTE status may be scheduled up to an additional four (4) hours in a week, limited to mandatory in service and/or to continue current scheduling practices in accordance with Section 8.1. Mandatory meetings and in-services which are known will be posted or added to the timekeeping system at the same time as the schedule. For scheduling purposes, regular and relief nurses, upon request, shall have first priority for available extra shifts. Temporary nurses will have the next priority and then travel nurses. Each unit will have a system to which nurses may opt in to provide electronic notification when extra shifts are made available. Each unit will have a system to which nurses may opt in to provide electronic notification when extra shifts are made available.

8.2.1 Modification of schedules. After a schedule is posted, the Medical Center may modify a nurse's schedule without the nurse's consent only in the event of low census. Posted schedules may be amended only by mutual agreement. All nurses, including relief nurses, are expected to maintain their commitment to report for their scheduled shift.

8.2.2 Work on consecutive days. The Medical Center shall not schedule a nurse to work more than five (5) consecutive days for eight-hour scheduled shifts, four (4) consecutive days for nine or ten-hour scheduled shifts, and three (3) consecutive days for twelve-hour scheduled shifts, unless at the nurse's written request. This provision shall not apply to scheduled call. It shall also not apply when the number of written requests from nurses on a unit precludes the scheduling of nurses at sufficient staffing levels. Within the self-scheduling guidelines, nothing shall limit the number of consecutive shifts a nurse can request to work or be off, provided the unit's shifts are adequately filled including weekends, the nurse is not incurring overtime and/or premium pay on regularly scheduled shifts and the nurse is scheduled to their FTE each week.

8.2.3 Self-scheduling. Nothing herein shall be construed as limiting or discouraging the current practice of allowing, subject to management approval, preliminary and unofficial self-scheduling by regular nurses of posted work schedules on particular units, and self-scheduling by nurses who are in positions or who assume approved responsibilities for specific clinical service assignments. Regular nurses have until the 12th of the preceding month to submit schedule preferences. Nurses' self-scheduling preferences will be given priority in the following order: regular nurses, relief nurses, temporary nurses, travelers. Current practices for the self-scheduling of administrative time, committee participation, educational opportunities and work in excess of the nurse's work period or work shift shall also continue, subject to management approval.

8.2.3.1 Unit-Based Scheduling Guidelines. Within three (3) months of ratification, written unit-based scheduling guidelines will be developed and/or reviewed and revised for each nursing unit. The creation of or changes to the written unit-based scheduling guidelines will be referred to the nurses within that unit for review and input prior to implementation. Each written unit-based scheduling guideline must identify PTO slots per unit and per shift. Units with scheduled call will also identify call and callback needs and will meet quarterly to review call and callback trends and issues.

8.2.4 Home Health. Home Health nurses and the Medical Center have the ability to make adjustments to nurses' normal workday start and stop times on a daily basis to accommodate individual and patient needs which may arise. The nurse's ability to make adjustments in his/her schedule requires notification to the nurse's manager or designee and may not impair the ability of the Home Health Department to meet its operational needs.

8.3 Overtime. Nurses working in excess of forty (40) hours in any work week, or in excess of eight (8) hours per day or eighty (80) hours per work period in accordance with an alternative work period structure, shall be compensated at the overtime rate of one and one-half (1½) times the nurse's regular rate of pay for all excess hours worked. Nurses shall also be

compensated at the rate of time and one-half (1½) for all hours worked in excess of a scheduled shift of at least eight (8) hours.

8.3.1 For purposes of computing overtime, the nurse's regular rate of pay shall include all applicable differentials paid to the nurse. Time paid for but not worked shall not count as time worked when computing overtime. There shall be no pyramiding or duplication of overtime pay or premium pay for additional hours worked within the same work period, except as provided in Sections 8.9 and 8.10.

8.4 Meal and Rest Periods. Nurses shall receive an unpaid meal period of no less than one-half (1/2) hour during a scheduled shift of six (6) hours or more. The meal period will be unpaid if, the nurse is completely relieved from duty. Nurses shall also receive one fifteen (15) minute paid rest period for each full four (4) hour work period, unless patient care demands make taking a rest break unfeasible.

8.5 Orientation and Preceptorships. When a nurse is newly hired or transferred to a unit or department, the Medical Center will provide the nurse with orientation to the new position and unit/department to the point of competency. In determining the individualized orientation and length of orientation for the nurse, the Medical Center will, in consultation with the nurse and the nurse's preceptor, if any, take into consideration the nurse's previous clinical experience, skills and expressed needs. Qualities and criteria for a preceptor shall include, but not be limited to, being a registered nurse who has demonstrated strong clinical performance in the appropriate unit (two years or more experience preferred), is accountable to unit leaders, is an effective teacher/communicator, has successfully completed a conference committee approved preceptor program (once that program is in place), and who maintains a philosophy of nursing in agreement with that of the Conference Committee as noted in Memorandum of Understanding #3.

8.6 Cross-Orientation. Nurses may, at the Medical Center's option, be required to cross-orient to one nursing unit, in addition to his or her home unit, selected by the Medical Center in consultation with the nurse. For purposes of this provision, "nursing unit" refers to Med/Surg, OB, ICU, OR, Other Surgical Services (including Endoscopy, Ambulatory Surgery, PACU and Pre-Op Coordinator), ER, Chemo Infusion Services, Long-Term Care, Quality Services, Home Health, Physician Clinics, and Relief House Supervisor. Nurses shall be encouraged to identify

and orient to such additional unit, where the nurse is to be supported by the Medical Center to gain and maintain clinical competency. The Medical Center will maintain and regularly update a list of units to which each nurse has been cross-oriented. This list will be available for review, upon request, by the Association or bargaining unit nurses. In determining the unit(s) to which a nurse will be cross-oriented, the Medical Center will consider the nurse's preferences, the nurse's qualifications, and the unit's requirements for effective cross-orientation. Cross-orientation shall be made available equitably among similarly situated nurses.

8.7 Floating. Nurses may, at the Medical Center's option, be required to float as needed to units. Floating will be spread on an overall equitable basis among nurses in a given unit, in accordance with that unit's operational needs and patient care demands. The Medical Center will make a good-faith effort to notify each nurse required to float from his or her scheduled unit at least one hour prior to the start of the nurse's shift.

8.7.1 Floating will be done in the following order:

8.7.1.1 Volunteers will be sought first.

8.7.1.2 Traveler nurses will float followed by Temporary nurses, provided that they are qualified to work in the area to which floating is required.

8.7.1.3 Relief nurses and nurses working above their scheduled FTE, to the extent they are qualified to work in the area to which floating is required,

8.7.1.4 Regular full-time and part-time nurses.

8.7.2 If a nurse is floated to a unit to which they have not been cross-oriented in accordance with Article 8.6, they will receive a modified assignment consistent with his or her abilities and training.

8.8 Report Pay. A nurse shall be paid a minimum of three (3) hours at his or her regular rate of pay if the nurse reports for work on an assigned work day and the Medical Center has not made a reasonable effort to notify the nurse by telephone (by sending a text message to the nurse or calling the nurse at home or at another single alternative phone number designated by the nurse and, if there is a message machine, leaving a message) at least one (1) hour before the

scheduled shift that he/she should not report. A nurse may opt out of the text message notification option by informing his or her manager of that choice. This provision shall not apply if the nurse waives entitlement to the three-hour minimum or if the non-utilization of the nurse is caused by an act of God, utility failure or similar occurrence. It is the responsibility of the nurse to notify the Medical Center of his/her current address and telephone number (including mobile telephone number if not opting out of the text message notification option); failure to do so shall excuse the Medical Center from the notification requirement and payment of the three-hour guarantee.

8.9 Callback. A nurse shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay for time actually worked during a nurse's on-call status pursuant to Section 9.7. During all callbacks, nurses shall be paid for a minimum of two (2) hours and shall receive applicable shift differential pay. During a callback, the nurse may only be required to work the length of time that is required to complete all tasks related to the assignment for which the nurse was called back. Callback hours shall begin when the nurse reports for duty at the work site, except (a) home health nurses who make home visits from an on-call status shall receive callback pay for all travel time, and (b) callback pay shall include one-way travel time to the Medical Center for surgical services. Hours worked in callback from low census standby (distinguished from callback from scheduled call) will count toward hours worked when computing overtime.

8.10 Holiday Pay. If a nurse is scheduled or requested by the Medical Center to work on any of the following holidays, he/she will be paid one and one-half (1½) times his/her regular hourly rate of pay for all time worked on the holiday:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Hours worked on a holiday will count toward hours worked when computing overtime. Holiday pay shall apply for all hours worked from 11:00 p.m. on the day preceding the holiday until 10:59 p.m. on the actual holiday.

8.10.1 Holiday scheduling. To the extent possible, holidays will be scheduled in an equitable manner with due consideration to seniority, employee history of prior holidays taken off, and the needs of the unit.

8.11 Work on Day Off. Work performed by regular nurses at the Medical Center's request which was not scheduled on the nurse's work schedule at the time of posting, shall be paid at the rate of time and one-half the regular rate of pay. If a regular nurse agrees to work in excess of 0.9 FTE prior to posting the schedule, the extra shift(s) will be identified as "Work On Day Off" on the posted schedule. The provisions of this paragraph, however, shall not apply if (1) a nurse has taken unscheduled time off during the same week in which the unscheduled shift is worked, (2) a nurse is receiving cross-orientation to another unit, unless at the Medical Center's request, or (3) a nurse performs work during time previously granted off to the nurse, unless at the Medical Center's request.

The Medical Center will make a good-faith effort to distribute work on days off equitably. Known staffing shortages shall be reflected in the posted schedule for nurses to sign up for extra shifts. The extra shifts will be assigned within five days of the schedule posting giving preference to regular and relief nurses, then temps and finally travelers. In the event of an unexpected need for staff, the Medical Center will notify nurses by text and/or telephone call. Nurses may elect not to be notified of staffing issues via text. In the event of immediate staffing shortages, staff will be contacted via the most expeditious communication method, most often text and/or phone call, regular full-time and part-time nurses will be given priority if they respond within 30 minutes. If the Medical Center sends a text as the initial method of communication in response to an immediate staffing shortage, then it will immediately begin calling regular and relief nurses after sending the text, then temps, and then traveler nurses. Mutually agreed upon scheduling changes including nurse scheduling exchanges do not qualify for work on a day off.

If the unexpected staffing shortage occurs within seven (7) days prior to the schedule being posted, the Medical Center has three (3) additional days to finalize the schedule.

8.12 Temporary Assignments. A nurse may, with the nurse's consent and consistent with other job bidding provisions of the Agreement, be assigned temporarily to a bargaining unit or non-bargaining unit position for a maximum of six (6) months. A nurse may also, with the

nurse's consent, be assigned charge nurse responsibilities on a temporary basis. A nurse may not unreasonably refuse any such assignment.

8.13 Job Share. Two qualified regular nurses may share their combined position hours for a full-time position only if the Medical Center, the Association, and both nurses mutually agree in writing to the terms of the job share. Nurses may bid for, be awarded and hold more than one part-time position at the same time.

8.14 On-Call Scheduling. The Medical Center shall have the right to expand the use of mandatory scheduled call beyond the current departments in which scheduled call is a current practice only after having notified and bargained with the Association over such proposed changes, either to agreement or to impasse.

8.15 Rotation of Shifts. A nurse may be scheduled off of his or her regular shift pattern for a period of time necessary to accommodate scheduling needs. In such case, the Medical Center will first solicit and schedule volunteers. In the event there are no volunteers, the Medical Center will schedule by seniority rotation, for no more than one posted work schedule among all qualified nurses within the applicable nursing unit or units.

8.15.1 Rotation of Variable Shifts. A "variable shift" is a shift that rotates between day, evening, and/or night shifts. This section does not apply to changing start times within an established shift.

Nurses who are hired into "variable" positions will, when possible, work their preferred shift. Variable shift nurses that must rotate off their preferred shift shall be rotated on an equitable basis beginning with the least senior nurse. After their turn at rotating off their preferred shift, the nurse will then go to the bottom of the list.

8.16 Schedule Exchanges. A nurse seeking a full or partial shift schedule exchange must obtain approval from the unit manager or his/her designee. There are no restrictions on the number of such approved schedule exchanges a nurse can make, provided the replacement on the schedule is qualified to perform the work at the same skill level as the replaced nurse. A schedule exchange is not allowed to result in the payment of premium or overtime pay, except when the

nurse performs additional work at the Medical Center's direction following approval of the exchange.

8.17 Rest Between Shifts/Regular Sleep Hours. Each nurse shall have an unbroken rest period of at least ten (10) hours between regularly scheduled shifts unless the Medical Center and the nurse mutually agree otherwise. If a nurse returns with less than ten (10) hours off, the nurse shall be paid at one and one-half (1½) times the nurse's regular rate of pay for all hours worked until the nurse receives the rest period provided under this section. If a nurse is working in a callback status between the hours of 11 PM and 4 AM, the nurse will be given a 10-hour rest period at the end of the callback work, unless the nurse and the Medical Center mutually agree otherwise. For nurses working in a callback status between the hours of 11pm and 4am, if the 10-hour period results in the nurse missing regularly scheduled hours, the nurse will not be required to use PTO or Low Census Bank hours to make up lost work time. This section does not apply to time spent for educational purposes, staff meetings, committee meetings, or time spent on on-call.

8.18 Weekends. It is the mutual desire of each party that nurses have at least every other weekend off. In the event a nurse is required to work either Saturday or Sunday on two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1 1/2) times the nurse's regular hourly rate of pay, unless the nurse voluntarily agrees to work on the weekend either at the time of hire or thereafter (including any trading of weekend work or self-scheduling or stated availability by relief nurses). The next regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as commencing at 11:00 p.m. on Friday and concluding at 11:00 p.m. on Sunday (for 12-hour shift nurses, from 7:00 p.m. on Friday to 7:00 p.m. on Sunday) for a night shift nurse unless mutually agreed otherwise.

8.18.1 In the event that a nurse who is scheduled to work every third weekend is required to work consecutive weekends, the nurse shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular hourly rate of pay for all hours worked on the nurse's unscheduled weekend.

ARTICLE 8A – HOURS OF WORK FOR CRNAS

8A.1 The CRNA position is an exempt position and therefore is not subject to the overtime requirements outlined in the Fair Labor Standards Act.

8A.2 CRNAs who work as .7 FTE employees will continue on their current scheduled rotation through the remainder of this agreement. Should there be a need for a change in the existing schedule, the Medical Center shall notify the Union and provide an opportunity to bargain while maintaining the status quo for at least 60 days.

8A.3 Any CRNA who works as 1.0 FTE employee shall work a schedule mutually agreed to by the employee and the Medical Center. This agreement will remain in effect unless the employee and the Medical Center agree to change the schedule in the future.

ARTICLE 9 – COMPENSATION

Preamble. Except where specifically noted, this Article is not applicable to Certified Registered Nurse Anesthetists.

9.1 Progression. Progression through the salary range for nurses shall be one step at a time as reflected in Appendix A. Advancement shall occur after one year or 1,248 compensated hours (including low census hours and on-call hours), whichever occurs later, with a two-anniversary year maximum. The step increase shall be effective at the beginning of the pay period following the later of the nurse's anniversary or adjusted anniversary date of employment as a nurse.

9.2 Wage Rates. Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto, which is incorporated into and expressly made a part of this Agreement. Pay rate and wage scale adjustments shall be effective at the beginning of the pay period following the date noted in Appendix A.

The pay scale adjustments shall be as follows:

February 1, 2021: 2.0% (CRNA 1%)

February 1, 2022: 2.0% (CRNA: 1%)

February 1, 2023: 2.0% (CRNA: 1%)

All regular nurses shall receive an annual premium of \$1000.00, and all part-time and relief nurses shall receive an annual premium of \$500.00. This premium will be paid out the first full pay period following July 1, 2021 and annually thereafter the first full pay period following July 1 of each year for the duration of this contract. The nurse must be employed at the time of payment.

9.3 Credit for Prior Experience. Nurses first employed during the term of this Agreement, who have at least two (2) years of continuous and recent experience working at .5 FTE or above in a similar work setting (clinic, home health agency, acute care facility, etc.), will receive credit, for purposes of placement at the applicable step, of one (1) year for every year (working at .5 FTE or above) of such experience. Nurses will receive credit of one-half (½) year for each prior year of experience working at less than .5 FTE. Credit will be given in full year amounts only (not partial years). For purposes of this paragraph, similar, continuous and recent nursing experience is defined as relevant clinical nursing experience, as determined by the Employer, without a break of more than five (5) years in nursing experience that would reduce the level of nursing skills, also as determined by the Employer. In the event of a break of more than five (5) years in nursing experience, nurses will receive a credit of one-half (½) year for each year of experience prior to the 5-year break.

9.4 Shift Differential.

9.4.1 Twelve-hour shifts. A nurse who works a twelve (12) hour shift that begins no earlier than 0700 and no later than 0900 shall receive no evening or night shift differential, except that a nurse who works two (2) or more hours beyond the scheduled shift shall be paid an evening shift differential of two dollars and fifty cents (\$2.50) per hour for all hours worked beyond the scheduled shift. A nurse who works a twelve (12) hour shift that begins no earlier than 1000 and no later than 1400 shall receive the evening shift differential for all hours worked on the shift, except that a nurse who works two (2) or more hours beyond the scheduled shift shall be paid a night shift differential of five

dollars (\$5.00) per hour for all hours worked beyond the scheduled shift. A nurse whose shift commences at 1900 shall receive the night shift differential for all hours worked, including hours worked into the day shift. The parties shall mutually agree in writing to the appropriate application of shift differential to other non-standard twelve (12) hour shifts prior to their initiation.

9.4.2 All other shifts. A nurse who works a shift with a majority of hours between 3:00 p.m. and 11:00 p.m. shall be paid an evening shift differential of two dollars and fifty cents (\$2.50) per hour for all hours worked. A nurse who works a shift with a majority of hours between 11:00 p.m. and 7:00 a.m. shall be paid a night shift differential of five dollars (\$5.00). All other shifts shall be referred to as a day shift. A nurse who works two (2) or more hours beyond his or her scheduled day shift shall be paid evening shift differential for all hours worked beyond the shift. A nurse who works two (2) or more hours beyond his or her scheduled evening shift shall be paid night shift differential for all hours worked beyond the shift. Any nurse who works beyond his or her scheduled night shift shall continue to be paid at the night shift differential rate.

9.5 Charge and Relief Charge Nurse Differential. Nurses in positions designated as a charge nurse position or a nurse clinical lead position shall be paid a differential of \$2.50 per hour for all compensated hours in addition to the nurse's regular hourly rate of pay. Other nurses when temporarily assigned to perform relief charge nurse duties shall be paid a differential of \$2.00 per hour in addition to the nurse's regular hourly rate of pay while performing as a relief charge nurse.

9.6 Temporary Assignments. Nurses assigned temporarily to coordinate a unit's day-to-day activities in a manager's absence shall receive a differential of \$1.85 per hour. Nurses assigned temporarily to perform Relief House Supervisor duties shall receive a differential of \$1.70 per hour. Nurses receiving a differential under this Section shall not be concurrently eligible for a charge nurse differential under Section 9.5. Should a temporary assignment require the nurse to work in a supervisory position with on call responsibilities, the nurse will be compensated at the on-call rate as specified in Section 9.7 in addition to the premium pay rate specified in this section.

9.7 On-Call. The Medical Center will compensate eligible nurses for the inconvenience associated with being placed on on-call status. Nurses on-call must be available to perform on-site work within thirty (30) minutes after being called to work.

9.7.1 Compensation. A nurse on unscheduled on-call status shall be paid \$4.25 per on-call hour. A nurse placed on on-call status during any holiday designated in Section 8.10 shall be paid \$5.00 per on-call hour. Nurses on scheduled call, which are on-call shifts on the posted schedule, shall be paid \$5.25 per hour for all on-call hours. Call pay ceases when the nurse reports to work on callback in accordance with Section 8.9.

9.7.2 Repeated or lengthy visits. If a nurse is required to make repeated or lengthy visits during an on-call period immediately preceding a scheduled workday, and the nurse requests all or part of the scheduled work day off, the Medical Center will attempt to accommodate the nurse's request.

9.7.3 Telephone consultation. Telephone consultation (including documentation of telephone contact) that is necessary for the guidance of personnel on duty, for telephone conferences and/or for patient evaluation or advice, and that is in excess of fifteen (15) cumulative minutes while the nurse is on-call, shall be considered hours worked and shall be compensated at the applicable rate of pay. Nurses are responsible for duly and accurately recording all such working time.

9.8 Preceptor Pay. Nurses, including charge nurses, assigned as preceptors shall receive a differential of \$1.75 for each hour that the nurse is assigned to perform the duties of a preceptor, and for each preceptee assigned to the preceptor. Each nurse in a formal preceptor program will be assigned a preceptor for all hours worked as a preceptee. Nurses shall qualify for preceptor pay when each of the following conditions is met:

1. The preceptee requires training that falls outside of the core competencies of a registered nurse as defined by the Medical Center's core competency checklist.
2. The preceptee is training for the purpose of achieving a performance level that enables him or her to work in a primary capacity in the department.

3. The preceptee is working within the maximum number of preceptor hours either as defined prior to the beginning of the preceptorship or as later redefined by the manager of the department in which the preceptee is training.

The department manager or designee, preceptor and preceptee shall meet on at least a biweekly basis to review the preceptee's progress toward established goals.

9.9 Mileage Reimbursement. Nurses required to use their automobiles while on duty shall be paid mileage reimbursement equivalent to the existing allowable IRS rate per reimbursable mile incurred on behalf of the Medical Center, other than for (1) travel to and from the home, and (2) travel that is equivalent to travel between the home and the Medical Center. Home Health nurses who make home visits from an on-call status shall receive reimbursement for all miles traveled on behalf of the Medical Center.

9.10 Advanced Education/Certification Pay. Nurses holding and maintaining a nationally recognized and approved Advanced Certification that is listed on Appendix B hereto shall receive an hourly differential of one dollar (\$1.00) for all compensated hours. In addition, nurses who have acquired a bachelor's degree in nursing or in a health-related field and have supplied proof of this degree to the Medical Center shall receive an hourly differential of one dollar (\$1.00) for all compensated hours or nurses who have acquired a master's degree in nursing or in a health-related field and have supplied proof of this degree to the Medical Center shall receive an hourly differential of one dollar and fifty cents (\$1.50) for all compensated hours. To qualify for initial eligibility or continuing eligibility for the certification premium under this paragraph, the individual nurse must present proof of initial or continuing certification to Human Resources by the renewal date. Payment of the premium certification shall commence on first full pay period following the date of presentation.

9.11 Transport Pay. A nurse who performs transport duties shall receive seventy-five dollars (\$75.00) per transport in addition to the nurse's regular rate of pay, which will apply for the duration of the transport until the patient is delivered at the point of destination, and from the time the nurse arrives at the airport for the return trip until the nurse arrives back in Ketchikan.

9.12 Payroll Records. For each pay period, the Medical Center shall provide to each nurse a pay stub or its electronic equivalent which specifies all wages and differentials paid to the nurse, number of hours worked, and applicable deductions. The Medical Center shall also make available a readability key that defines the acronyms and categories that appear on a nurse's earning statement.

9.13 First Assist Differential. A nurse assigned or scheduled to first assist in the OR shall receive a first assist differential of \$4.00 per hour while working in that capacity.

9.14 Float Differential. Nurses who are required to float as needed from their home unit to another unit shall receive a float differential of \$1.75 per hour while working in the unit to which they have floated. For purposes of this provision, "unit" refers to Med/Surg, OB, ICU, Surgical Services, ER, Long Term Care, Home Health, Infusion Therapy, and Physician Clinics.

9.15 Temporary Variable Shifts. A nurse may, at the employer's request and with the nurse's consent, be assigned temporarily to a variable shift position or a position on a different shift which is not their regularly scheduled shift. The nurse under this agreement shall not lose any differential pay or benefits afforded in his/her regular position.

ARTICLE 9A – COMPENSATION FOR CRNAS

The annual salary for a full time 1.0 equivalent is listed in Exhibit A-1.

The Medical Center and Association agree that the predominant hiring and scheduling protocol will be a .7 FTE and the annual salary and applicable benefits will be prorated.

Critical Needs Call Extra Compensation. The Medical Center may designate critical needs call shifts for specific periods of time. These call shifts are in addition to the regularly scheduled call shifts required for the position. During this critical need period CRNAs who agree to fill critical needs call shifts will receive extra compensation of \$100.00 for each weekday (Monday-Friday) and \$150.00 for each weekend day and/or holiday as outlined in 8.10. In addition, the CRNA will receive additional compensation of \$120.00 per hour for a minimum of 1-hour payable in 15-minute increments thereafter.

ARTICLE 10 – PAID TIME OFF

Preamble. Except where specifically noted, this Article is not applicable to Certified Registered Nurse Anesthetists.

10.1 General Provisions. The Medical Center’s Paid Time Off (PTO) plan provides compensated time off for nurses to use when absent from work, including optional use for low census. All nurses regularly scheduled to work at least 20 hours per week (but neither relief nor temporary nurses) are eligible for PTO.

10.2 Accrual. PTO shall be accrued on all compensated and low census hours, including hours compensated as PTO, but excluding on-call hours and hours cashed out pursuant to this Article. Nurses may accrue up to a maximum of one and one half (1.5) times the annual maximum accrual amount as listed below. Nurses with balances above the maximum accrual amount at the time of ratification may elect to either cash out all PTO above the maximum accrual amount, or maintain their current balances for use so long as their balance is below the maximum accrual amount within six (6) months of ratification. Any amounts over the maximum accrual amounts after six (6) months following ratification will be cashed out.

Eligible nurses shall accrue PTO at the following rates:

Continuous Length of Service	Rate Times Hours Worked	Full-Time
1st through 4th year of employment	.10769	224 hours (28 days)
5th through 9th year of employment	.12692	264 hours (33 days)
10th through 14th year of employment	.14231	296 hours (37 days)

15th through 19th year of employment	.15000	312 hours (39 days)
20th and subsequent employment year	.15385	320 hours (40 days)

Maximum PTO Accrual Limits:

<u>Years of Service</u>	<u>Maximum PTO Accrual (Hours)</u>
0-4.99	336
5-9.99	396
10-14.99	444
15-19.999	468
20+	480

10.3 Use of PTO. PTO may be used as soon as it is earned, up to the amount accrued in the pay period immediately preceding the time off, in accordance with the provisions of this Article. PTO may not be used in advance of its accrual, on regularly scheduled days off, or to claim pay for time lost due to tardiness. Moreover, time off for vacation purposes may not be taken until successful completion of the probationary period.

10.3.1 Required use of PTO exceptions. Accrued PTO must be used for all time taken off by a nurse, with the following two exceptions: First, nurses may choose, at their option, not to use accumulated PTO on days they are placed on low census, on days they are placed on-call due to insufficient work, or on days they would normally work but for the closure of their nursing unit (*e.g.*, on certain designated holidays). Second, a nurse may be allowed in accordance with Section 10.4 a maximum of one day off without pay no more than three (3) times in a calendar year.

10.3.2 When PTO is not available. Where a nurse has used all accrued PTO, the nurse’s supervisor may, in the supervisor’s discretion, approve unpaid time off on a case-by-case basis. Such approval shall not be withheld for legitimate sick or emergency time off requests that do not violate the Medical Center’s absenteeism policy. When

requests for scheduled time off conflict with staffing requirements, preference will be given to PTO requests over requests for time off without pay.

10.3.3 Donation. A nurse may donate a minimum of four (4) hours and a maximum of 250 hours per year of his or her accrued PTO for the benefit of another employee who has a medical hardship:

a. **Medical hardship.** A medical hardship consists of a medical condition of the employee or a family member that will require the member's prolonged absence from duty and will result in a substantial loss of income because the employee will have exhausted all accrued PTO. The nurse desiring to donate PTO for another's benefit must submit a written request with a description of the medical hardship. The Medical Center shall review the request for approval based on a determination of whether the standards for medical hardship have been met.

b. **Irrevocable transfer.** Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

10.4 Requesting and Granting PTO. All requests for PTO may be submitted up to one (1) year in advance and not less than fifteen (15) days before the work schedule is posted (i.e., by the 5th of the preceding month). Such requests will be granted based on the date the request was submitted, provided the skills and abilities of the nurses affected are not significant factors as determined by the Employer. Nurses will be notified in writing as to whether the PTO is approved within twenty (20) days or the date the work schedule is posted, whichever occurs first, after the request is submitted. The Medical Center will not unreasonably deny said request. If the PTO request is denied, the nurse will be provided with the reason for denial in writing.

10.4.1 PTO requests shall be granted on the nurse's unit on a modified first-come, first-served basis. When requests are submitted within two weeks of each other, and the first request has not been yet approved, nurses shall, whenever possible, be given the opportunity to accommodate each other's conflicting requests. If the conflicting requests are not resolved, then such requests shall be governed by seniority, except where the more senior nurse has exercised such right of seniority during the preceding two (2) years. PTO

requests submitted on a Saturday or Sunday or a recognized holiday shall be considered noticed to the Medical Center on the Monday immediately following the weekend or the day following the holiday.

10.4.2 When time off is requested without prior approval and on short notice, the employee must contact his/her manager, or designee, as soon as the employee becomes aware of the need, and, if possible, at least two (2) hours prior to the nurse's starting work time. A nurse's failure to comply with this provision may be treated as an improper notification that is subject to discipline. If a nurse is sent home while on duty due to an on-the-job injury, regular wages will be paid for the entire day of injury without requiring PTO utilization. There will be no formal reprimand in the permanent employee file for the sole reason of having three sick occurrences in a rolling six (6) month period.

10.4.3 The Medical Center has the right to rescind PTO previously granted if (1) there was sufficient accrued PTO in the nurse's PTO bank to cover the time off at the time it was requested, and (2) following the approval the nurse utilized PTO for low census that resulted in insufficient accrued PTO at the time of the desired time off. The Medical Center may not otherwise, absent an emergency situation beyond the control of the Medical Center, rescind PTO once it is granted without the nurse's consent. A nurse may not rescind a PTO request unless approved by the Medical Center.

10.5 Payment of PTO. PTO will be paid at the time of use at the nurse's regular wage rate, which includes shift differential the nurse would have received if he or she had worked the shift(s). All accrued but unused PTO will be paid upon termination at the nurse's straight time rate of pay. A nurse may also elect, on an irrevocable basis during open enrollment of the preceding year, to cash out PTO up to the number of PTO hours the nurse is anticipated to accrue during the calendar year. Such cash out will be paid at any time after the PTO to be cashed out has accrued during the calendar year.

10.6 Extended Illness Bank. The existing Extended Illness Bank shall be maintained for current participants. It will not accrue additional hours. Extended illness pay is available following completion of thirty-two (32) consecutive scheduled hours of absence due to illness or

injury, upon the first day of hospitalization or upon the day of any outpatient procedure that requires at least two (2) days off from work.

ARTICLE 11 – LEAVES OF ABSENCES

11.1 General Provisions. Regular, non-probationary nurses may request and be granted a leave of absence without pay. All such requests must be presented in writing on a Request for Leave form as far in advance as possible. Each case will be reviewed and considered for approval by the Medical Center.

11.1.1 Non-accrual of seniority or benefits. A nurse will not accrue benefits or seniority during an unpaid leave. For purposes of calculating a nurse's adjusted anniversary date as a result of having taken an unpaid leave of absence, an unpaid leave shall be considered only that portion of the leave of absence that is not compensated. Nurse may request the new seniority date upon returning to work.

11.1.2 Use of PTO. A nurse will be required to take his or her accrued PTO during the leave, except that, in the event of a family or medical leave greater than thirty (30) days, a nurse will be allowed to leave up to eighty (80) accrued hours for a full-time nurse, and forty (40) accrued hours for a part-time nurse, remaining in his or her PTO bank. Such a nurse shall designate to the Medical Center, prior to the absence, the date by which compensation for PTO is to be discontinued. The number of hours of PTO used per week during the leave may not be less than the number of hours that the nurse was regularly scheduled to work prior to taking the leave.

11.1.3 Continuation of insurance benefits. A nurse shall not be eligible for continuation of insurance benefits during a leave of absence for more than twelve (12) weeks within any twelve (12) month period, except for a nurse performing light duty work as specified in Section 11.7 below, subject to continuation of benefits self-pay provisions.

11.2 Family and Medical Leave. Family, pregnancy and medical leaves of absence will be administered by the Medical Center consistent with applicable state and federal laws.

11.3 Military Leave. A military leave of absence will be automatically approved upon a nurse's receipt of military orders. Moreover, if a nurse is a member of the Armed Service Reserve organization, a leave of absence of sufficient time may be granted to fulfill annual active duty requirements. A nurse is not required to use his or her PTO during the military leave. Nurses returning from military leave will be treated in accordance with federal law.

11.4 Personal or Educational Leave. A personal leave of absence may be granted for personal or educational reasons for a period of up to six (6) months, provided such leave does not jeopardize Medical Center services. An additional six (6) months of such leave may be approved by the Administrator.

11.5 Return from Leave.

11.5.1 Personal or educational. Nurses who do not occupy key/critical positions and are returning from an approved personal or educational leave of absence of sixty (60) days or less shall be reinstated to their former position. Nurses returning from an approved personal or educational leave of absence exceeding sixty (60) days will be assigned to their former or equivalent position whenever possible.

11.5.2 FMLA. Nurses who do not occupy key/critical positions and are returning from an approved FMLA leave of sixty (60) days or less shall be reinstated to their former position. Consistent with federal and state law, if the leave is up to twelve (12) weeks, such nurses shall be reassigned to their former or equivalent position. Nurses returning from an approved FMLA leave of more than twelve (12) weeks shall be reassigned to their former or equivalent position whenever possible. If no such position is available, the returning nurse shall be assigned to the first available comparable opening for which the nurse is qualified.

11.5.3 Worker's compensation. In the event of a leave of absence caused by an on-the-job injury, nurses who do not occupy key/critical positions will be returned to their former position if the leave is for sixty (60) days or less. If the leave is up to twelve (12) weeks, such a nurse shall be reassigned to his or her former or equivalent position, including shift. A nurse returning from such a leave of more than twelve (12) weeks shall

be reassigned to his or her former or equivalent position whenever possible. If no such position is available, the returning nurse shall be offered the first available comparable opening for which the nurse is qualified.

11.5.4 Equal treatment. Notwithstanding the provisions of this section, the Medical Center will not be required to reinstate a returning nurse to his or her former position, or to an equivalent position, if the nurse would no longer have occupied such position even had he or she been employed during the leave, provided that proper notification of any applicable layoff was made to the nurse in his/her absence.

11.6 Absences with Pay.

11.6.1 Bereavement. Following completion of the probationary period, a regular nurse who has experienced a death in his or her immediate family will be granted up to thirty-six (36) scheduled hours off with pay, with the bereavement leave to begin within fourteen (14) consecutive calendar days from notice of death. In addition, up to one regularly scheduled work week of the nurse, without pay, may be granted at the nurse's request. The regular nurse must utilize accrued PTO and/or unpaid time off allowed under 10.3.1 for such additional time taken, unless the nurse has no accrued PTO or time off without pay option. Immediate family shall be defined as grandparent, parent, spouse, domestic partner, sibling, child, grandchild, or the step or in-law equivalent of parent, sibling or child. All bereavement leave requests must be approved by the nurse's supervisor prior to the leave. The supervisor has the right to require proof of death (i.e., a copy of the death certificate) from the nurse. Bereavement will be paid at the nurse's straight time rate of pay.

11.6.2 Jury duty. Non-probationary nurses shall be eligible to receive jury duty pay for serving on jury duty. The nurse will be paid the straight time rate of pay for the scheduled workdays missed. To qualify for jury duty, pay, a nurse must present the jury duty summons to his or her supervisor immediately after having received the summons, and thereafter must present documentation from the court of time spent on jury duty. Nurses on jury duty will be assigned to workday shift hours for the period of required jury service. If jury duty ends prior to the end of the day shift on the employee's scheduled day,

the employee must contact his or her immediate supervisor or designee to discuss whether time remaining on the shift is sufficient to require a return to work that day.

11.6.3 Court witness. Nurses who are subpoenaed by the Medical Center or requested by the Medical Center to appear as a witness in a court case during their normal time off duty will be compensated at the straight time rate of pay for time spent in connection with such an appearance.

11.7 Light Duty. A regular nurse who is assigned light duty work shall be eligible for accrual of PTO, accrual of seniority, continuation of retirement benefits (in accordance with the terms of the retirement plan) and continuation of insurance benefits for the period of such light duty work.

ARTICLE 12 – SENIORITY, JOB VACANCIES AND WORK FORCE REDUCTIONS

12.1 Seniority. Subject to Article 12.1.2, seniority shall be based on a nurse's length of continuous service with the Medical Center. A nurse's seniority shall be computed on the basis of hours paid since the most recent date of hire as a bargaining unit nurse excluding any time spent outside the bargaining unit while working for the Medical Center. The Medical Center will provide to the Association a seniority list in January and July of each year. Seniority shall be fixed upon issuance of each semiannual list until the next seniority list is issued.

12.1.1 Recently hired nurses. Nurses hired between seniority lists shall be deemed to have less seniority than all nurses on the most recent list. These nurses' seniority will temporarily be based on their most recent date of hire until they are placed on the next published semiannual seniority list, at which time their seniority will be computed on the basis of hours paid since the most recent date of hire.

12.1.2 Service outside bargaining unit. Nurses outside the bargaining unit who are seeking to return to a bargaining unit position shall not use their bargaining unit seniority for job bidding to return to the bargaining unit. A nurse who accepts employment in a position outside the scope of this Agreement, and who is later transferred to the

bargaining unit without a break in Medical Center service, will be credited with his or her previously accrued seniority as a bargaining unit nurse. Such a nurse will accrue PTO at a rate that is based upon total consecutive years of Medical Center service, and will receive no less than the wage rate he or she most recently received as a bargaining unit nurse, and if returned within six months will not be on probationary status as a result of such return to the bargaining unit. If the nurse is returned after six months, the nurse may be placed on a probationary status not to exceed thirty (30) days.

12.1.3 Loss of seniority. A nurse shall lose his or her accrued seniority as a result of a layoff or leave of absence exceeding twelve (12) consecutive months (except as required by law) or termination of employment.

12.1.4 Seniority reinstatement. Any non-probationary, non-temporary nurse who terminates from employment at the Medical Center and is rehired by the Medical Center to a position covered by this Agreement within a period of one year from the date of termination, (a) will be rehired to a wage at least equivalent to the nurse's wage prior to termination, (b) will not be required to complete a new probationary period unless re-employed more than six (6) months after termination, in which case the nurse may be placed on probationary status not to exceed 30 days, and (c) will have his/her seniority restored for purposes of this Article.

12.2 Filling of Vacancies. The Medical Center shall post vacancy notices for a minimum of seven (7) calendar days. Currently employed nurses who are qualified for the posted position and who apply during the seven-day posting period shall have priority over all external candidates for the position whose qualifications are relatively equal. Copies of existing postings shall be provided, upon request, to the local Association representative. Postings shall identify the unit(s)/department(s), minimum qualifications, and number of hours per week (not a range) of the position. The Medical Center will specify the shift or shifts, the number of hours per shift, and the number of shifts per week, for each regularly scheduled position at the time of posting. Candidates for posted positions shall be selected based on qualifications, merit and seniority. If the relevant qualifications of two or more candidates are relatively equal, then the nurse with the greatest seniority shall be selected for the position. Qualifications must be evidenced by documented

certifications, educational or workshop credits, and/or demonstrated abilities as evidenced by documented years of satisfactory, exemplary or specialty service, and prior formal documents included in a nurse's personnel file, including performance evaluations. Notwithstanding the foregoing, between two candidates who work primarily in the same unit for which a bargaining unit nurse position (other than a charge nurse position) is posted, the more senior nurse will be selected. All currently employed unsuccessful applicants for a position shall be notified of the hiring decision, which shall include a notation regarding why the applicant was unsuccessful. A nurse selected for a posted position shall assume the duties of the position no later than one full posted work period following the award, unless an alternate transfer date is mutually agreed upon.

12.2.1 Posting/bidding exceptions. No vacancy under this Section will be deemed to have occurred when the Medical Center, in its discretion and with the consent of the nurse, decreases the scheduled hours per week of a nurse by no more than two (2) eight-hour shifts or one (1) twelve-hour shift. Moreover, no vacancy will be deemed to have occurred if the Medical Center, in its discretion and in lieu of posting, desires to increase the scheduled hours per week of a nurse by no more than two (2) eight-hour shifts or one (1) twelve-hour shift. Such hours will be posted in the department involved for seven (7) calendar days. The qualified senior part-time nurse applicant employed in the unit/department and shift where such hours will be scheduled will be given the first opportunity for such hours. Relevant and unresolved performance concerns raised by any current written discipline administered to the nurse within six (6) months prior to the posting may disqualify the applicant. Similarly, the granting of a relief position to a regular nurse shall not be considered a vacancy under this Section. The Medical Center shall grant such a position to the regular nurse upon proper written request and notice.

12.2.2 Position review. A nurse who feels that the number of scheduled nursing hours in a unit warrants a review of the assigned positions in that unit shall have the right to request such a review. If a need for additional scheduled nursing hours has been met by one or more nurses consistently working hours in addition to their position requirements (full-time, part-time, relief position hours) at the Medical Center's request for two (2) calendar quarters, and those hours could constitute a new regular position or expansion of

a regular position under the contract, the Medical Center must post the additional hours for bidding.

12.3 Work Force Reductions. The Medical Center has the right to determine whether a work force reduction is appropriate, the timing of such a reduction, the number of FTEs to be eliminated, and the unit(s) or department(s) in which such a reduction will occur. The Association has the right to bargain, upon request, regarding the effects of such a determination. Both parties recognize that seniority shall be the factor that determines which employees shall be laid off, provided the remaining nurses are qualified to perform the available work. An exception to this seniority principle shall apply in the event that a nurse has relevant and unresolved performance concerns raised by a current final written warning to the nurse within six months prior to the announced or anticipated layoff.

12.3.1 Order of reduction. Work force reductions shall occur in the following order: volunteers, temporary nurses, probationary nurses and regular nurses. Traveler nurses shall not be retained if qualified nurses for the work the traveler nurses is performing remain on layoff status.

12.3.2 Notice. The Medical Center shall provide written notice to the Association prior to instituting a work force reduction. The Medical Center will meet with the Association, upon request, to discuss such reductions. The Association must promptly respond to the Medical Center's written notice so that the Medical Center may begin implementation of the work force reduction within twenty (20) days of the Association's receipt of notice. Failure to act in such prompt manner shall constitute a full and unequivocal waiver of the Association's right to participate further in the process. Where possible, the Medical Center will provide at least fourteen (14) calendar days' advance notice to nurses selected for layoff.

12.3.3 Recall. Nurses shall have reemployment rights in the reverse order of layoff. When reemployment is offered by verbal or certified written notice to a nurse who has been laid off, the nurse will have 72 hours to accept or reject the position(s) offered. If the nurse fails to respond within 72 hours, or if the nurse rejects all positions for which he or she is qualified, the nurse forfeits all further right to recall, and employment with the

Medical Center will be terminated. It is the responsibility of the laid off nurse to provide the Medical Center with his or her current telephone number and/or address where he/she may be reached. Nurses outside the Medical Center shall not be hired for a vacancy in the bargaining unit if there is a nurse on the layoff list with the required experience and qualifications and with interest in the vacancy.

12.4 Low Census. In the event of low census, voluntary low census will be offered on a rotating basis first to regular nurses working at a premium or overtime rate of pay, then to regular nurses working at straight time. Prior to implementing low census procedure and assuming there are no volunteers, the employer will make a good faith effort to find suitable alternative work. Then, nurses shall be placed on mandatory low census in the following order: (1) nurses working at a premium or overtime rate of pay, other than during their regularly scheduled shift (2) traveler nurses, (3) temporary nurse (4) relief nurses (5) full-time nurses working above their scheduled FTE, (6) part-time nurses working in excess of their FTE, (6), and nurses working during their regularly scheduled shift through placement on mandatory low census by an equitable system of rotation within a 6-month period among all remaining regular nurses, provided the remaining nurses are qualified to perform the available work. Article 12.4 shall not apply to Certified Registered Nurse Anesthetists.

12.4.1 Mandatory low census maximum. The Medical Center will limit assignment of mandatory low census to no more than forty-eight (48) hours per six (6) month period, January-June and July-December. Low census will be considered mandatory only when nurses are sent home or called off before their shift because there is no other available bargaining unit work at the time. Moreover, hours will not count toward the mandatory low census maximum if they (a) are compensated from a nurse's Low Census Bank, or (b) are not posted on the work schedule due to closure of a nursing unit. Otherwise, and subject to the provisions of Section 12.4.2 below, when a nurse is called off due to low census and other work is not offered, the low census is considered mandatory.

12.4.2 Available work. If work is available in another nursing unit, nurses will be offered the opportunity to float to that unit in accordance with Section 8.7 of the

parties' Agreement. Nurses may also be offered the opportunity to receive cross-orientation in units where they are not yet sufficiently cross-oriented. The Medical Center may offer other specific assignments (*e.g.*, work on policies or administrative support) if there are no direct patient care needs. If a nurse opts for low census in lieu of (1) cross-orientation to one additional nursing unit pursuant to Section 8.6, or (2) accepting another assignment, then the nurse's low census hours will be considered voluntary and not part of the nurse's mandatory low census maximum.

The Medical Center and bargaining unit nurses will share responsibility for minimizing mandatory low census. The supervisor may assign alternative work that is available and/or initiate a discussion with the nurse about the possibility of alternative work. The nurse's low census hours will be considered voluntary if a nurse does not make himself or herself available for such alternative work.

12.5 Low Census Bank. The Medical Center shall maintain in effect a Low Census Bank ("LCB"). Article 12.5 shall not apply to Certified Registered Nurse Anesthetists.

12.5.1 Accrual. The LCB shall be in effect for all regular nurses, who shall accrue .50 hours of LCB for each overtime and scheduled day off hour worked up to a maximum balance of 200 hours.

12.5.2 Use. LCB accrued hours may be used only in the event of low census. Low census for purposes of this provision shall mean that there are no available direct patient care assignments offered for which the nurse is qualified.

12.5.3 Rate of pay. LCB hours shall be paid at the straight time rate of pay. A nurse may not be paid for LCB hours that exceed the number of compensated hours for which the nurse is regularly scheduled in a work period. PTO will accrue on LCB hours used. LCB hours have no cash value, and accordingly are not available for cash out by a nurse.

12.6 Restructures. The Association recognizes that the Medical Center has the right to decide whether the restructuring of nursing positions within a unit or units is warranted, and the

Medical Center recognizes that the Association has the right to bargain, upon request, regarding the impact of such a decision.

ARTICLE 13 – HEALTH AND WELFARE

13.1 Health Insurance Benefit Program. All regular nurses shall be eligible, as of the first day of the month following thirty (30) days of employment, to participate in the health insurance benefit program offered by the Medical Center. Nurses shall be offered benefit options, in accordance with the terms of the program, with regard to medical, dental, vision, life, AD&D, long-term disability and short-term disability plans, and healthcare and dependent care spending accounts. The Medical Center shall forward to the Association any changes in the terms of the health insurance benefit program at least ninety (90) days prior to implementation and shall forward any changes in premium rates at least sixty (60) days prior to implementation.

13.1.1 Premiums. The Medical Center shall contribute a dollar amount sufficient to cover the following portions of the total premium costs for the medical plans offered:

For nurses working at least 64 hours per pay period, the Medical Center will pay 93% of the cost of the PPO medical plan premiums for employee coverage and 77% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 85% of the cost of the PPO medical plan premiums for employee coverage and 65% of the cost of said premiums for dependent coverage.

For nurses working at least 64 hours per pay period, the Medical Center will pay 100% of the cost of the ABHP medical plan premiums for employee coverage and 82% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 90% of the cost of the ABHP medical plan premiums for employee coverage and 70% of the cost of said premiums for dependent coverage.

For nurses working at least 64 hours per pay period, the Medical Center will pay 66% of the cost of the dental plan for employee coverage and 62% of the cost of said premiums for dependent coverage.

For nurses working at least 40 hours but less than 64 hours per pay period, the Medical Center will pay 55% of the cost of the dental plan premiums for employee coverage and 45% of the cost of said premiums for dependent coverage.

13.1.2 Changes in benefits. The Medical Center shall continue the current or a substantially equivalent level of aggregate benefits existing under the existing program, including the level of premium contributions, for each of the insurance plans referenced in this Section 13.1. In the alternative, in the event that the Medical Center does not maintain a substantially equivalent level of benefits under one of its insurance plans, the Medical Center shall notify the Association of the proposed new level of benefits for the applicable plan, and shall meet with the Association, upon request, to bargain over the proposed changes prior to their implementation. An independent actuary retained by the Medical Center shall determine whether a substantially equivalent level of benefits has been maintained. A request to bargain pursuant to the provisions of this subparagraph shall be treated as a re-opener of the terms of Section 13.1 of this Agreement, and the provisions of Article 15 shall be suspended for a period of sixty (60) days following the request to bargain. In no event shall bargaining unit nurses receive a level of benefits that is less than the level received by a majority of the Medical Center's non-bargaining unit employees.

13.2 Retirement Plan. The Medical Center shall continue to offer all eligible nurses a retirement plan, in accordance with the terms of that plan, which offers a level of benefits substantially equivalent to the current plan and consists of a non-contributory Base Plan, a tax-sheltered annuity plan, and matching contributions from the Medical Center.

13.3 Health and Safety. The Medical Center and the Association agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The Medical Center will continue its current practice of providing various immunization services to employees free of charge. The parties further agree to promote all practices necessary to assure safety in the workplace and to work collaboratively in developing additional policies and practices

to that end. Escorts to a nurse's vehicle will, when requested, be supplied within a period of time that is reasonable under the circumstances.

13.3.1 Influenza prevention. The Association will encourage all bargaining unit members to become vaccinated for immunizations that are determined to be in the best interest of patient care. The Medical Center may require all bargaining unit members to complete and sign its Vaccine Immunization Election Form for influenza immunization. Unvaccinated bargaining unit members will be required to wear a mask whenever providing direct patient care or working in patient care areas during a defined flu season. Failure to comply with the above requirements may subject a nurse to reassignment, call off from work and/or appropriate disciplinary action.

13.3.2 On-Call Parking. On-call nurses in scheduled call units (OB and OR) and ER nurses called in during emergent situations will be permitted to park near the Medical Center if called back to work while on-call.

13.4 Childcare. The Medical Center will continue to make childcare services available to nurses to the same extent that it offers such services to other employees.

13.5 Medical Center-Provided Scrubs. The Medical Center shall provide, maintain and launder scrub uniforms for all bargaining unit nurses in OR, OB and ER. The Medical Center-provided scrubs and related maintenance will be at no charge to the nurse.

13.6 Stipend. Once per year, the Medical Center shall provide each nurse with a one-hundred and twenty-five-dollar (\$125.00) stipend. For current nurses, this stipend shall be paid annually on the first regular pay date following February 1. For nurses not currently employed by the Medical Center, this stipend shall be paid on the first regular pay date at the end of the pay period following their hire, and annually thereafter on the date described in the prior sentence. The stipend shall be subject to appropriate taxes and withholdings.

13.7 Insurance Expenses incurred at PeaceHealth Facilities. Employees covered under PeaceHealth Health Insurance plans who have outstanding balances to PeaceHealth Facilities and/or providers will be offered a reasonable payment plan upon request. Employees that comply

with the payment plans will not be charged interest nor be subject to further collections or garnishment.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

14.1 Performance Evaluation. Probationary nurses shall receive a performance review, including consultation on the nurse's performance and, if warranted, a plan for skills development, no later than sixty (60) days from their date of hire. Nurses thereafter shall receive performance evaluations on an annual basis. The Medical Center may, in its discretion, conduct other clinical performance evaluations. Nurses are encouraged to take an active part in the evaluations and to freely discuss any questions or concerns they may have. The nurse will be shown and required to sign or otherwise acknowledge the performance evaluation, to acknowledge review and receipt of the evaluation. The nurse will also have the right to respond in writing to the evaluation within seven (7) days of the review. The nurse's updated competency checklist and performance evaluation will be placed in the nurse's personnel file. A copy of these documents will be offered at the time of evaluation to the nurse. This section does not apply to CRNAs.

14.2 Continuing Education Program. The Medical Center will maintain a viable continuing education program responsive to the nurses' needs, regulatory/accreditation requirements, and in conformance with the Medical Center's patient care objectives and philosophy. Nurses' attendance at classes or courses sponsored by the Medical Center will be free of charge. In the event a nurse is required by the Medical Center to attend in-service educational functions or staff meetings outside of his/her normal work hours, time spent at such functions will be considered as time worked under this Agreement. A minimum of one (1) hour's pay shall be paid for attendance under the preceding sentence, if the time spent at such functions is not continuous with the nurse's normal work hours. Voluntary educational functions and staff meetings outside of a nurse's scheduled hours shall be compensated at the nurse's straight-time rate of pay without a minimum one (1) hour requirement.

14.3 Education Hours and Fees. The Medical Center shall provide each regular, non-probationary nurse thirty (30) voluntary paid education hours during each calendar year. Nurses who become eligible after January 1 will have a pro-rated number of hours for that year. The

Medical Center shall also provide to each relief nurse who has worked a minimum of 250 hours in the prior calendar year a maximum of fifteen (15) voluntary paid educational hours during the calendar year. The Medical Center shall further provide for the full bargaining unit an annual maximum of \$14,000 to assist non-probationary nurses, in meeting registration fee expenses, and related expenses, up to an individual maximum to be periodically determined by the Conference Committee, for such educational programs. The disposition of any unused education funds at the end of the calendar year will be a subject of discussion at the Conference Committee. Educational hours may be used for classes offered in Ketchikan or out of town, as well as for approved multimedia educational programs. Although the choice of educational experience under this provision is at the discretion of the nurse, the educational days and funds must be used for bona fide education related to the nurse's position or likely nursing opportunities within the Medical Center. An educational experience for which CE credits are given qualifies as a course for which nurses may take voluntary paid education hours. Approval of educational day requests shall be subject to staffing needs on the date(s) requested and shall not be unreasonably denied. When the full number of educational day requests cannot be approved, preference will be given to the earliest received request(s).

14.3.1 Educational hours taken pursuant to this section will be paid at the straight-time rate of pay and will not count as hours worked for purposes of calculating overtime. Any educational hours not used by the last pay period of the calendar year will be zeroed out; they will not carry over to the next calendar year.

14.3.2 Any nurse may be required, after attending an educational course or seminar, to provide in-service training to his/her peers or to provide a written synopsis of the nurse's educational experience. Time spent in providing such training or synopsis, including approved preparation time, shall be compensated as time worked.

14.4 Tuition Reimbursement. The Medical Center will continue to provide tuition reimbursement to regular non-probationary nurses in accordance with the current terms of its tuition reimbursement policy. The Medical Center reserves the right to curtail or eliminate the availability of tuition reimbursement funds at any time due to the Medical Center's financial condition, following written notice to the Association.

14.5 Certifications/Education Requirements. Each nursing unit shall maintain a list of required certification, training and periodic education requirements for positions within the unit.

14.6 Professional Fees, Dues, Malpractice Insurance and Continuing Medical Education Benefit (CRNAs) The Medical Center will pay certain fees and dues and provide malpractice insurance coverage according to applicable policies as amended from time to time. The Medical Center will pay for medical staff dues, state licensure fees, DEA license fees and professional society membership up to \$600.00 for a 1.0 FTE. The Medical Center will also pay for up to \$3000.00 per year for a continuing medical education for a 1.0 FTE.

ARTICLE 15 – NO STRIKE, NO LOCKOUT

15.1 In view of the importance of the operation of the Medical Center’s facilities in the Ketchikan community, the Medical Center and the Association agree that, during the term of this Agreement, (a) there will be no lockouts by the Medical Center, and (b) neither the nurses nor their agents or other representatives shall authorize, assist or participate in any strike, including any sympathy strike, picketing, walkout, slowdown, or any other interruption of work by bargaining unit nurses, including any refusal to cross any other labor organization’s picket line.

ARTICLE 16 – GENERAL PROVISIONS

16.1 Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any government agency or court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties shall enter into negotiations to attempt to reach a mutually satisfactory replacement for the invalidated provision(s).

16.2 Past Practices. Unless specifically provided in this Agreement or otherwise documented as a mutual understanding between the parties during its term, past customs or practices shall not be binding on either the Association or the Medical Center. Practices of the Medical Center which become well established after the implementation of this Agreement, and

which affect the terms and conditions of employment of the bargaining unit, shall not be unilaterally discontinued by the Medical Center without first bargaining about any such proposed discontinuance with the Association. For purposes of this paragraph, “well established” shall mean that the benefit or privilege is unequivocal and readily ascertainable as an established practice accepted by both the Association and the Medical Center over a reasonable period of time.

16.3 Complete Agreement. The Medical Center and the Association acknowledge that during the negotiations resulting in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any lawful and proper subject of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements. This Agreement supersedes all prior understandings and practices, oral or written, express or implied, between the Medical Center and the Association and/or any members of this bargaining unit. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise.

16.4 Conference Committee. The Conference Committee shall consist of four representatives of the Medical Center and four representatives of the nurses who are designated by the Association. The Committee shall be co-chaired by one Medical Center representative and one nurse representative, who shall be responsible for establishing a meeting agenda at least three (3) working days prior to each scheduled meeting. In the interest of continuity of personnel, members of the Committee shall serve for a minimum of twelve (12) months and shall use their best efforts to attend every scheduled meeting. The Committee shall meet a minimum of once every two (2) months. The nurse representatives in attendance shall be compensated for the duration of the Committee meeting, up to a maximum of two and one-half (2 ½) hours. Members of the Committee at such meetings shall have the authority to make decisions on behalf of their respective constituencies. The Committee is expected to clarify contract interpretations, address workplace issues as they arise, including but not limited to issues of workplace violence, and reach new agreements when appropriate. The Committee is also expected to address nursing practices in an advisory capacity, the scope of which will include, but not be limited to, the orientation and cross-orientation of nursing personnel, staffing issues and patient care delivery, and nursing

continuing education programs. No less than 50% of the Committee's meeting time shall be devoted to nurse practice issues.

16.5 Staffing Issues. Nurses are encouraged and expected to notify their supervisor and/or manager of staffing issues. To report staffing issues in writing, nurses must utilize the mutually agreed electronic form entitled KMC Staffing/Patient Concerns. Upon completion, the electronic form automatically will be routed to the Vice President for Patient Care, co-chairs of the Conference Committee, and the nurse who filed the report. The nurse is responsible for routing the form to his or her manager. The nurse must initiate a discussion with his or her supervisor and/or manager regarding the staffing issue of concern to the nurse prior to filing the report, but such discussions shall not prevent the submission of a report in the event that the staffing issue remains unresolved. The Vice President for Patient Care or designee will respond within one (1) month in writing to each nurse submitting such a report. Conference Committee participants may choose to review or otherwise make recommendations regarding staffing issues raised by these reports.

16.6 New Policies. The Medical Center agrees to provide the Association notice of policy changes materially affecting mandatory subjects of bargaining by copying the Union Secretary.

16.7 Special Assignments. The Medical Center will provide bargaining unit members electronic notification of any newly created assignments for committee positions or ongoing projects beyond normally scheduled staff and/or charge nursing duties. Notice of unit-specific opportunities may be provided to nurses on the unit electronically or otherwise.

16.8 Successorship. The employer will give written notice of the existence of this collective bargaining agreement to any prospective transferee with a copy of such notice given to the Union.

16.9 Subcontracting. Before subcontracting work currently performed by employees in the bargaining unit, the Employer will provide the Union at least 120 calendar days' notice of its intent to subcontract the work, and will provide the Union with an opportunity to meet and discuss this impending decision and to bargain over the impact of the decision on bargaining unit

employees within the 120-day period. This provision shall not apply to (1) work done on an occasional or temporary basis by non-bargaining unit personnel, including agency and travelers; (2) existing work that has been customarily subcontracted; (3) overload work that does not result in a reduction in FTE status of any bargaining unit employee; or (4) new work that cannot feasibly be performed by bargaining unit employees.

ARTICLE 17 – DURATION AND TERMINATION

17.1 Duration. This Agreement shall be effective as of the first full payroll period following February 1, 2021, and shall remain in full force and effect through January 31, 2024, and from year to year thereafter unless notice is served upon the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration of this Agreement.

PeaceHealth Ketchikan Medical Center

Neilhard S. Pettus
Shana M. Ciscola
David Martinez
Jane Chubb
DORI STERENS

Alaska Nurses Association

Donna Phillips
Patrick Taylor
Ann Fran
Michael Fitzgerald RN, BSN
Rachel Stump RN
Katie Bull RN
Susan E. Walsh RN

APPENDIX A – WAGE RATES

Nurses shall receive the following hourly wage rates effective the first full payroll period following the listed dates:

	1-Feb-21	1-Feb-22	1-Feb-23
Base	\$ 37.11	\$ 37.85	\$ 38.61
Step 1	\$ 38.77	\$ 39.55	\$ 40.34
Step 2	\$ 40.53	\$ 41.35	\$ 42.17
Step 3	\$ 42.34	\$ 43.19	\$ 44.05
Step 4	\$ 43.62	\$ 44.49	\$ 45.38
Step 5	\$ 44.93	\$ 45.83	\$ 46.75
Step 6	\$ 46.27	\$ 47.19	\$ 48.14
Step 7	\$ 47.65	\$ 48.61	\$ 49.58
Step 8	\$ 48.61	\$ 49.59	\$ 50.58
Step 9	\$ 49.59	\$ 50.58	\$ 51.60
Step 10	\$ 50.33	\$ 51.33	\$ 52.36
Step 11	\$ 51.08	\$ 52.10	\$ 53.15
Step 12	\$ 51.86	\$ 52.89	\$ 53.95
Step 13	\$ 52.62	\$ 53.67	\$ 54.75
Step 14	\$ 53.42	\$ 54.49	\$ 55.58
Step 15	\$ 53.95	\$ 55.03	\$ 56.13
Step 16	\$ 54.49	\$ 55.58	\$ 56.69
Step 17	\$ 55.03	\$ 56.13	\$ 57.25
Step 18	\$ 55.58	\$ 56.69	\$ 57.83
Step 19	\$ 56.13	\$ 57.25	\$ 58.40
Step 20	\$ 56.71	\$ 57.85	\$ 59.00
Step 21	\$ 57.27	\$ 58.42	\$ 59.59
Step 22	\$ 57.84	\$ 59.00	\$ 60.18
Step 25	\$ 58.43	\$ 59.59	\$ 60.79

To be eligible for Step 25, a nurse must have had three (3) years of service at Step 22.

APPENDIX A-1 – WAGE RATES CRNA:

1. Annual Exempt Salary: February 1, 2021 (1% increase)

1.0 FTE:	\$ 267,784.74
.7 FTE:	\$ 187,449.32

2. First full payroll period following February 1, 2022 (1% increase)

1.0 FTE:	\$ 270,462.59
.7 FTE:	\$ 189,323.82

3. First full payroll period following February 1, 2023(1% increase)

1.0 FTE:	\$ 273,167.22
.7 FTE:	\$ 191,217.06

APPENDIX B – LIST OF CERTIFICATIONS

	Accredited Program/Title	Approved Certifying Body
Ambulatory Care Nursing	RN-BC	ANCC (American Nurses Credentialing Center)
Case Management	RN-BC	ANCC (American Nurses Credentialing Center) Or Commission for Case Management Certification
Critical Care	CCRN	AACN (American Association of Critical Care Nurses)
Diabetes Educator	CDE	NCBDE (National Certification Board for Diabetes Educators)
Emergency Nursing	CEN	BCEN (Board of Certification for Emergency Nursing)
Gerontological Nurse	RN, BC	ANCC (American Nurses Credentialing Center)
Home Health Nurse	RN, BC	ANCC (American Nurses Credentialing Center)
Infection Control	CIC	CBIC (Certifying Board of Infection Control and Epidemiology)
Infusion Nurse	CRNI	INCC (Infusion Nurses Certification Corporation)
Inpatient Obstetrical Nursing	INPT	NCC (National Certification Corporation)
Lactation Consultant	RLC-Registered Lactation Consultant	IBLCE (International Board of Lactation Consultant Examiners)
Maternal Newborn Nursing	MN	NCC (National Certification Corporation)
Medical-Surgical Nursing	RN, BC	ANCC (American Nurses Credentialing Center)

Oncology	AOCN-(Advance Oncology Certified) CPON-(Certified Pediatric Oncology Nurse) OCN-(Oncology Certified Nurse)	ONCC (Oncology Nursing Certification Corporation)
Pain Management	RN-BC	ANCC (American Nurses Credentialing Center)
Pediatric Nurse	RN, BC CPN	ANCC (American Nurses Credentialing Center) Or NCBPNP (Pediatric Nursing Certification Board)
Perianesthesia Nursing	CAPA	ABPANC (American Board of Perianesthesia Nursing Certification)
Perioperative Nursing	CNOR CRNFA	CCI (Competency & Credentialing Institute)
Progressive Critical Care Nursing (PCCN)	PCCN	AACN (American Association of Critical Care Nurses)
SANE "A"	SANE-A	IAFN (International Association of Forensic Nursing)
Telephone Triage – only for nurses who work primarily in Physician Clinics	TNP	NCC (National Certification Corporation)
Wound – Ostomy	CWOCN CWCN COCN CCCN	WOCNB (Wound, Ostomy, Continence Nursing Certification Board)

MEMORANDUM OF UNDERSTANDING #1

Mandatory Training

Nurses are responsible for the timely completion of training requirements identified on their individual personalized list accessible to them in the Medical Center's electronic Employee Information Center. All such requirements must be completed on an annual basis no later than the opening of annual evaluations. If a nurse due to scheduling demands foresees difficulty in meeting the requirements by the deadline, the nurse is encouraged to discuss with his or her manager arrangements to assure meeting the deadline on a timely basis. A nurse will not be entitled to a scheduled wage increase until the nurse completes all such requirements.

ALASKA NURSES ASSOCIATION

KETCHIKAN MEDICAL CENTER

By: *Susan E. Wales*

By: *Sharon J. Lydike*

Date: 6/11/18

Date: 6/6/18

MEMORANDUM OF UNDERSTANDING #2

Severance Benefits

Ketchikan Medical Center (“Employer”) and the Alaska Nurses Association (“Association”) hereby agree as follows:

1. PeaceHealth has adopted a new system-wide Severance Policy (“Policy”). The Employer agrees that the Policy shall be available to caregivers represented by the Association and the Association agrees that the Employer may modify or terminate the provisions of the Policy unilaterally at any time.

2. Accordingly, the parties agree that caregivers represented by the Association are eligible to receive benefits under the Policy, in accordance with the terms of the Policy as determined by the Employer in its sole discretion, in the same manner and for as long as the Policy applies to all other non-supervisory caregivers of the Employer.

3. Under the terms of the current Policy, severance benefits are available to an employee in the event of a termination of employment resulting from position elimination or reduction in force, with no opportunity for recall. Under the terms of the parties’ Agreement, however, nurses who are subject to layoff have recall rights pursuant to Section 12.3. Accordingly, the terms of the parties’ Agreement as written preclude the eligibility of bargaining unit members for severance benefits whenever a work force reduction occurs.

4. The parties wish to avoid the outcome described in Paragraph 3 above. Accordingly, the parties agree that a nurse, after having been notified of elimination of his/her position, may elect to receive severance benefits in accordance with the terms of the Policy. Nurses must make this election in writing within seven (7) calendar days after having received notice of elimination of their position. Failure to satisfy this requirement shall result in forfeiture of the opportunity to elect severance benefits.

5. The election described in Paragraph 4 above is not available in the event of a reduction of hours worked or a reduction in FTE status. An employee’s receipt of severance benefits is conditioned on the employee’s termination of employment.

6. A nurse's election to receive severance benefits in accordance with Paragraph 4 above shall constitute a waiver by the nurse of any of the rights described in Section 12.3 of the parties' Agreement.

ALASKA NURSES ASSOCIATION

KETCHIKAN MEDICAL CENTER

By: *Susan E. Walsh*

By: *Sharon E. Updike*

Date: 6-11-18

Date: 6/6/18

MEMORANDUM OF UNDERSTANDING #3

Orientation and Development Focus for Conference Committee

1. For the duration of this contract, the Conference Committee shall adopt nurse orientation and development, including preceptor orientation and development, as a primary area of focus. No less than 50% of the Committee's meeting time shall be devoted to development and orientation issues. This committee will focus on the following topics as identified as areas for improvement:
 - a. Patient care issues, nursing policies, staffing issues or other areas of concern.
 - b. Other best practice initiatives as identified.
2. This committee will review the development and maintenance of orientation and preceptorships in article 8.5.
3. The Conference Committee may invite input on development and orientation from any nurse or staff member, including the Nurse Educator and clinical managers (if they are not on the Conference Committee). Nurses or staff members invited to provide input to the Conference Committee are strongly encouraged to do so.
4. The Conference Committee will continue to meet no less than once per month, unless mutually agreed otherwise by the parties.
5. The Conference Committee is expected to establish a process by which nursing practice issues and proposed solutions will be communicated to nursing staff members, nursing leadership, and Medical Center administration.
6. Healthy Work Environment: The Medical Center and nurses have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical Care Nurses (AACN) that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together – including using the existing processes – to address the elements of a healthy working environment and agree with the AACN statement: “Healthy work environments do not just happen. Therefore, if we do not have a

formal program in place addressing work environment issues, little will change.”
The parties will work together through the Nursing Council in meeting the practice standards of the Pathway to Excellence Program that will move towards the Healthy Work Environment envisioned by AACN. In addition to the current Nursing Council make-up, the AaNA shall be able to appoint at least one member to the Nursing Council.

KETCHIKAN MEDICAL CENTER

ALASKA NURSES ASSOCIATION

By: Sharon J. Lydha

By: Susan E. Walsh

Date: 6/6/18

Date: 6-11-18