

2024 - 2027

**COLLECTIVE BARGAINING
AGREEMENT**

by and between



ALASKA NURSES ASSOCIATION

and



PEACEHEALTH KETCHIKAN MEDICAL CENTER

February 1, 2024 to January 31, 2027

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This Agreement was made and entered into by and between PEACEHEALTH KETCHIKAN MEDICAL CENTER (hereinafter referred to as the “Medical Center”) and the ALASKA NURSES ASSOCIATION (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 they are delinquent in the satisfaction of their 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 Email. 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 contact 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 as much notice as possible 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; this list will include date of hire and whether they were on site in the previous month.

2.7 Negotiating Team. Time spent by members of the Association's negotiating team in negotiation sessions which occur during their regularly scheduled workday, 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 they have 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. Preference for this position will be given to a non-probationary nurse. 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 schedule 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. After using the provisions elsewhere in this agreement to achieve core staffing, a charge nurse or relief charge nurse may be assigned a patient workload for their shift and will be relieved of charge nurse duties for the duration of this patient workload. 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.

3.2.1 Clinic Lead Nurse. A qualified nurse who is assigned responsibilities that include the direction and/or coordination of registered nurses, and who is selected to fill a Clinic Lead Nurse vacancy in accordance with Section 12.2, shall be known as a Clinic Lead Nurse. The right to determine where clinic lead nurse responsibilities are to be assigned and to assess the ongoing need for such responsibilities is reserved to the Medical Center. The Clinic Lead Nurse will receive the same pay differential as a Charge Nurse.

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 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.

3.5.1 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.

3.5.2 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-half (1 ½) 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, float differential, and shift differentials.

3.5.3 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.

3.6 Temporary Work.

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.3.1 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.

3.7 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.

3.8 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

4.2 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. Optional Grievance Meeting. After the Step 3 response and before a grievance is referred to arbitration, the Medical Center and the Association may mutually agree in writing to submit any unresolved grievance to mediation. The parties will seek the services of a mediator from the Federal Mediation and Conciliation Services (“FMCS”) at no cost to the parties. At any time during the mediation process either party, through written notice to the other, may terminate the mediation process.

Step 5. If the grievance is not resolved on the basis of the foregoing procedures, 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 or Step 4 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

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 (1/2) 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.

8.1.1 Extra Length Shifts.

8.1.1.1 Ten-Hour Shifts. Where mutually agreeable to the Medical Center and the Nurse concerned, a normal workday may consist of ten (10) hours. All time worked in excess of ten (10) hours on any shift shall be paid at a premium rate of time and one-half the regular rate of pay. All time worked in excess of fourteen (14) consecutive hours shall be paid at the premium rate of double the straight time rate of pay.

8.1.1.2 Twelve-Hour Shifts. All time worked in excess of twelve (12) hours on any shift shall be paid at the premium rate of time and one-half the regular rate of pay. All time worked in excess of fourteen (14) consecutive hours shall be paid at the premium rate of double the straight time rate of pay. There will be three (3) 15-minute paid rest period during each shift.

8.1.1.3 Other Innovative Work Schedules. Other innovative work schedules may be established when mutually agreeable to the Medical Center, the Association, and the nurse(s) concerned, with written notice to the RNCC.

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 nurse. 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 their 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.

8.2.5 Pandemic Testing. In the event a nurse is required by the Medical Center to present for testing outside of their normal work hours, time spent 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 testing is not continuous with the nurse's normal work hours.

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 (1 ½) 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 (1 ½) 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.

8.3.2 Work in Advance of Shift. When a nurse, at the request of the Medical Center, reports for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1 ½) times the nurse's regular rate of pay, unless the nurse is entitled to premium pay pursuant to Article 8.18.

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 complete 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. A regular and ongoing staff orientation and development program will be maintained. The purposes of orientation are (1) to familiarize new personnel with the objectives and philosophy of the Medical Center; (2) orient new personnel to policies and procedures, and to their functions and responsibilities. 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 orienteer, take into consideration the nurse's previous clinical experience, skills, and expressed needs.

8.5.1 When a traveler nurse, temporary nurse, or other established nurse starts work on a unit, the Medical Center will provide the nurse with orientation to the new position and unit/department. If the time required to orient a traveler nurse or temporary nurse to the unit exceeds the established orientation period, the unit manager and RNCC will be notified.

8.6 Preceptorship. Each newly licensed nurse shall be assigned a nurse preceptor for the purpose of direction and support during the preceptorship period. Other newly hired nurses and nurses changing clinical practice areas shall also be assigned a preceptor if they or management feel it is necessary. The nurse preceptor shall oversee the skills development of the nurse during the orientation period and be accountable for completing all records documenting skills development.

8.7 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, Infusion Therapy, Long-Term Care, Quality Services, Home Health, Physician Clinics (Physician Clinic include but are not limited to: Family Medicine, Internal Medicine, Pediatrics, Prince of Wales, Same Day, Women's Health, General Surgery, Orthopedics, and Visiting 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.

8.8 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.

8.8.1 Floating will be done in the following order:

8.8.1.1 Volunteers will be sought first.

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

8.8.1.3 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.

8.8.1.4 Regular full-time and part-time nurses, to the extent they are qualified to work in the area to which floating is required.

8.8.2 If a nurse is floated to a unit to which they have not been cross-oriented in accordance with Article 8.7, they will receive a modified assignment consistent with their abilities and training.

8.8.3 Obstetric and Emergency Room Nurses. Obstetric and Emergency Room nurses floated to other units shall not be assigned a primary patient assignment. However, they may be asked to float and provide supplemental assistance. Such supplemental assistance shall be limited to duties from which the Obstetric or Emergency Room nurse can be immediately released from in order to care for an obstetric or emergency room patient.

8.9 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 they should not report. A nurse may opt out of the text message notification option by informing their 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 their 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.

8.10 Callback. A nurse shall be paid at the rate of one and one-half (1 ½) 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 towards worked when computing overtime.

8.11 Holiday Pay. If a nurse is scheduled or requested by the Medical Center to work on any of the following holidays, they will be paid one and one-half (1 ½) times the 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. In the event PeaceHealth designates an additional paid holiday, such holiday shall be paid pursuant to this section.

8.11.1 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 Rotation of Shifts. A nurse may be schedule off of their 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, travel/agency nurses who are hired into a “variable shift,” will be the first to move, next to rotate will be temporary nurses hired into a “variable shift,” next to rotate will be regular nurses hired into a “variable shift,” finally, the Medical Center will schedule by seniority rotation beginning with the least senior nurse, for no more than one posted work schedule among all qualified nurses within the applicable nursing unit or units.

8.16.1 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.

8.17 Schedule Exchanges. A nurse seeking a full or partial shift schedule exchange must obtain approval from the unit manager or their 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.

8.18 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 (1 ½) 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 call.

8.19 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 no two (2) consecutive weekends, all time worked on the second weekend shall be paid for at the rate of one and one-half (1 ½) 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.

8.19.1 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 (1½) times the nurse's regular hourly rate of pay for all hours worked on the nurse's unscheduled weekend.

ARTICLE 9 - COMPENSATION

9.1 Progression. Progression through the salary range for nurses shall be one step at a time as reflected in Appendix A. Effective the first full pay period following February 1, 2024 or ratification, whichever comes later, advancement shall occur after one year. 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:

Upon First Full Pay Period Following Ratification 2024:	6.0%
February 1, 2025:	4.5%
February 1, 2026:	3.5%

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, 2024 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 shall be compensated at a salary level equal to the nurse's number of years of continuous recent experience in nursing. For the purpose of this section, continuous recent experience shall be defined as relevant clinical nursing experience, with due consideration to breaks in nursing experience which would impact the level of nursing skills, as determined by the Medical Center. A nurse that disagrees with their step placement may review with Human Resources within 30 days of their hire with PeaceHealth.

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 three dollars and twenty-five cents (\$3.25) 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 and fifty cents (\$5.50) 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 three dollars and twenty-five cents (\$3.25) 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 p.m. shall be paid a night shift differential of five dollars and fifty cents (\$5.50). 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 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 three dollars (\$3.00) 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 two dollars and fifty cents (\$2.50) 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 two dollars and fifty cents (\$2.50) per hour. Nurses assigned temporarily to perform Relief House Supervisor duties shall receive a differential of two dollars and fifty cents (\$2.50) 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 for a regularly scheduled shift shall be paid four dollars and seventy-five cents (\$4.75) per on-call hour. A nurse placed on unscheduled on-call status on an extra shift shall be paid nine dollars and fifty cents (\$9.50) per hour to remain on call for the duration of the shift; or upon management approval, may be given the option to be released from on-call status. A nurse placed on on-call status during any holiday designated in Section 8.11 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 five dollars and fifty cents (\$5.50) per hour for all on-call hours.

Call pay ceases when the nurse reports to work on callback in accordance with Section 8.10.

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 workday 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 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 two dollars (\$2.00) 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 them 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. In recognition of the unique needs of PeaceHealth Ketchikan Medical Center, nurses holding and maintaining up to two nationally recognized and approved Advanced Certifications listed on Appendix B (to be reviewed by RNCC on an as needed basis) shall receive an hourly differential of one dollar (\$1.00) for all compensated hours for each applicable certification held, up to a maximum of two certifications.

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 (\$75.00) per transport in addition to the nurse's regular rate of pay, which will apply for the duration for 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 two dollars (\$2.00) 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, Pediatric Clinic, Primary Care Clinics (Primary Care Clinics include but are not limited to Family Medicine, Internal Medicine, Prince of Wales, and Same Day Clinics), Women's Health, Surgery, Orthopedics, and Visiting 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.

9.16 Care of Sexual Assault Victim. A nurse who is trained in the care of a sexual assault patient shall receive a one hundred fifty-dollar (\$150.00) stipend per patient when they perform such an exam. Nurses who receive national certification pay for SANE pursuant to Article 9.10 shall not be eligible for this stipend.

9.17 Insertion of Peripherally Inserted Central Catheter (PICC). A nurse who is currently trained in the insertion of PICC lines and on the Medical Center's PICC team shall receive a seventy-five-dollar (\$75.00) stipend per patient when they insert a PICC line.

ARTICLE 10 – PAID TIME OFF

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:

PTO Accrual Rates		
Continuous Length of Service	Rate Times Hours Worked	Full-Time
1 st through 4 th year of employment	0.10769	224 hours (28 days)
5 th through 9 th year of employment	0.12692	264 hours (33 days)
10 th through 14 th year of employment	0.14231	296 hours (37 days)
15 th through 19 th year of employment	0.15000	312 hours (39 days)
20 th and subsequent employment year	0.15385	320 hours (40 days)

Maximum PTO Accrual Limits	
Continuous Length of Service	Maximum PTO Accrual
1 st through 4 th year of employment	336 hours
5 th through 9 th year of employment	396 hours
10 th through 14 th year of employment	444 hours
15 th through 19 th year of employment	468 hours
20 th and subsequent employment year	480 hours

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 their 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. 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 on a recognized holiday shall be considered noticed to the Medical Center on the Monday immediately following the weekend or the day following the holiday.

10.4.1 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 on the permanent employee file for the sole reason of having three sick occurrences in a rolling six (6) month period.

10.4.2 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 on the day of any outpatient procedure that requires at least two (2) days off from work.

ARTICLE 11 – LEAVES OF ABSENCE

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 of 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. Group insurance benefits may be continued for up to six months while the nurse is on an approved leave of absence. A nurse shall not be eligible for continuation of insurance benefits during a leave of absence for more than six months within any twelve-month period, except for a nurse performing light duty work as specified in Section 11.7 below, and subject to the continuation of coverage self-pay provisions maintained by the Medical Center and patterned after COBRA. A nurse taking a personal leave of absence shall be responsible for self-payment for continued insurance benefits following the last day of the month in which the nurse received compensation, not including PTO, subject to the Continuation of Coverage self-pay provisions maintained by the Employer and patterned after COBRA and to the foregoing limitation in this paragraph.

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 Family and Medical Leave. 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 Workers' 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 their former or equivalent position, including shift. A nurse returning from such a 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 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 they 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 their 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 use accrued PTO and/or unpaid time off allowed under 10.3. 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, or cultural equivalent to a family member. 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. 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 WORKFORCE 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 up on 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 the 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 reemployed 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 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 document 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 quarts, 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 Workforce Reductions. The Medical Center has the right to determine whether a workforce 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. Workforce 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 are performing remain on layoff status.

12.3.2 Notice. The Medical Center shall provide written notice to the Association prior to instituting a workforce 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 workforce 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, provided they are qualified to perform the duties of the position available. When reemployment is offered by verbal or certified written notice to a nurse who has been laid off, the nurse will have seven (7) calendar days to accept or reject the position(s) offered. A nurse who is passed over retains their position on the recall list. Laid off nurses shall remain on the recall list and retain call rights for twelve (12) months. Failure to report from layoff upon recall shall constitute voluntary surrender of recall and layoff rights. It is the responsibility of the laid off nurse to provide the Medical Center with their current telephone number and/or address where they 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 nurses (4) relief nurses, (5) full-time nurses working above their

scheduled FTE, (6) part-time nurses working in excess of their FTE, and (7) nurses working during their regularly scheduled shift through placement on mandatory low census by an equitable system of rotation within a six (6) month period among all remaining regular nurses, provided the remaining nurses are qualified to perform the available work.

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 8.8 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 8.7, 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.

12.5 Low Census Bank. The Medical Center shall maintain in effect a Low Census Bank ("LCB").

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:

PPO Medical Plan

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 PPO medical plan premiums for employee coverage and 65% of the cost of said minimums for dependent coverage.

ABHP Medical Plan

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.

EPO Medical Plan

For nurses working at least 64 hours per pay period, the Medical Center will provide the EPO medical plan according to the exact same coverage and cost as is provided to other caregivers at PeaceHealth who work at least 64 hours per pay period.

Dental Plan

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. In no events 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. The Medical Center shall not modify its programs of health insurance regarding eligibility, payment, or benefits, without providing the Association of the intended modifications at least 60 days in advance of their effective date and shall meet, upon request by the Association, to bargain over the proposed changes prior to their implementation.

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.

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 non-probationary regular nurses, and relief nurses who have worked a minimum of 250 hours in the prior calendar year with, 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 further provide for the full bargaining unit an annual maximum of \$15,500 to assist non-probationary nurses in meeting registration fee expenses, and related expenses. The individual maximum will be determined by the Conference Committee and reviewed at least once during the term of this Agreement, for such educational programs. 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.

ARTICLE 15 – ACUTE STAFFING NEEDS

15.1 Open units will be staffed according to the unit staffing matrix agreed upon through the RNCC. Regardless of census, no open inpatient unit will be staffed by fewer than two caregivers, at least one of which will be a qualified Registered Nurse, and one will be at minimum, a certified healthcare worker. Open inpatient units will attempt to staff with at least two qualified Registered Nurses.

15.2 In the event the Medical Center determines there is a need to compensate nurses, on a temporary basis, higher than the amounts prescribed by the language of this Agreement:

- 1.** The Medical Center must notify the Association in writing of the compensation it seeks to implement on a temporary basis.
- 2.** When the Medical Center elects to incentivize shifts, the incentive pay will apply to all extra shifts worked during the specified period and shifts.
- 3.** Extra shifts an RN has agreed to work prior to the incentive being offered shall qualify for the approved incentive.

ARTICLE 16 – NO STRIKE, NO LOCKOUT

16.1 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 17– GENERAL PROVISIONS

17.1 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).

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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 18 – DURATION AND TERMINATION

18.1 Duration. This agreement shall be effective as of the first full payroll period following February 1, 2024 or ratification, whichever comes later, and shall remain in full force and effect through January 31, 2027, 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

Lisa Chelednik, Nurse Manager

Shana Criscola, HR Director

Kristin Fahey, Nurse Manager

Jennifer McAuley, Sr. HR Director

Alaska Nurses Association

Karen Afonso, RN

Maia Aspinwall, RN

Becky Harris, RN

Jori Nicholson, RN

Katie Shull, RN

Landon Taylor, 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-24	1-Feb-25	1-Feb-26
Base	\$40.93	\$42.77	\$44.27
Step 1	\$42.76	\$44.68	\$46.25
Step 2	\$44.70	\$46.71	\$48.35
Step 3	\$46.69	\$48.79	\$50.50
Step 4	\$48.10	\$50.27	\$52.03
Step 5	\$49.56	\$51.78	\$53.60
Step 6	\$51.03	\$53.32	\$55.19
Step 7	\$52.55	\$54.92	\$56.84
Step 8	\$53.61	\$56.03	\$57.99
Step 9	\$54.70	\$57.16	\$59.16
Step 10	\$55.50	\$58.00	\$60.03
Step 11	\$56.34	\$58.87	\$60.93
Step 12	\$57.19	\$59.76	\$61.85
Step 13	\$58.04	\$60.65	\$62.77
Step 14	\$58.91	\$61.57	\$63.72
Step 15	\$59.50	\$62.18	\$64.35
Step 16	\$60.09	\$62.80	\$64.99
Step 17	\$60.69	\$63.42	\$65.64
Step 18	\$61.30	\$64.06	\$66.30
Step 19	\$61.90	\$64.69	\$66.95
Step 20	\$62.54	\$65.35	\$67.64
Step 21	\$63.17	\$66.01	\$68.32
Step 22	\$63.79	\$66.66	\$68.99
Step 23	\$64.43	\$67.33	\$69.68
Step 24	\$65.07	\$68.00	\$70.38
Step 25	\$65.72	\$68.68	\$71.09

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 COS-C COQS	ANCC (American Nurses Credentialing Center) Or OCCB (OASIS Certificate and Competency Board)
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	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 CPON OCN	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)
Peri Anesthesia Nursing	CAPA	ABPANC (American Board of Peri Anesthesia Nursing Certification)
Perioperative Nursing	CNOR CRNFA	CCI (Competency & Credentialing Institute)
Progressive Critical Care Nursing	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 WCC	WOCNB (Wound, Ostomy, Continence Nursing Certification Board) Or NAWCO (National Alliance of Wound Care and Ostomy)

Note: Requests for mid-contract amendments to Appendix B may be submitted to RNCC for review and consideration.

MEMORANDUM OF UNDERSTANDING – 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.

MEMORANDUM OF UNDERSTANDING – 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”).
2. 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.
3. Accordingly, the parties agree that the 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.
4. 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.
5. The parties wish to avoid the outcome described in Paragraph 3 above.
6. 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.
7. 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
8. A nurse’s election to receive severance benefits in accordance with 10. Paragraph 4 above shall constitute a waiver by the nurse of any of the rights described in section 12.3 of the parties’ Agreement.

MEMORANDUM OF UNDERSTANDING – 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.

MEMORANDUM OF UNDERSTANDING – STAFFING CONCERNS FORM

Pursuant to the Collective Bargaining Agreement (the “CBA”) PeaceHealth Ketchikan Medical Center (the “Medical Center”) and the Alaska Nurses Association/AFT #1953, (the “Association”) hereby agree as follows:

Upon ratification of the CBA, the Staffing Concerns Form will be reviewed and revised by the RN Conference Committee (RNCC) to address mutually agreeable updates, to include a formal escalation pathway for the time-sensitive concerns pursuant to Article 8.5.1.

MEMORANDUM OF UNDERSTANDING – REGARDING THE USE OF PTO TO MAKE UP FTE WITH THE ELIMINATION OF ROUNDING PRACTICES

While PeaceHealth is using the current version of the Electronic Time Entry System, the following shall apply:

1. Current PeaceHealth Policy requires caregivers to use PTO for time off, with limited exceptions. In general, if a caregiver does not work their regular schedule they will supplement work hours with PTO to equal the caregiver's FTE.
2. However, up to 30 minutes per pay period may be taken as unpaid time off when the caregiver has not worked their scheduled FTE. This can occur due to leaving early with supervisor approval and other circumstances that result in time not worked due to Medical Center, Departmental, or Community convenience.
3. If a caregiver wants to use PTO to make up the difference between their worked hours and their scheduled hours (up to 30 minutes per pay period), then they will submit a written request to do so to their supervisor prior to approving their timecard at the end of the pay period.
4. Actual Low Census will continue to be coded as paid or unpaid according to the current process in the Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT – MANDATORY ON-CALL IN HOSPICE

Pursuant to the Collective Bargaining Agreement (the “CBA”) PeaceHealth Ketchikan Medical Center (the “Medical Center”) and the Alaska Nurses Association/AFT #1953 (the “Association”) hereby agree as follows:

1. This agreement will be a 180-day trial period. Unless the Association raises any issues, in writing, during the 180-day trial period this Memorandum of Agreement shall remain in full force and effect during the term of the CBA.
2. This Agreement will cover mandatory on-call for Hospice patients only.
3. Full-time Nurses will not be scheduled for more than twenty-four (24) on-call shifts per quarter. Relief and Part-time Nurses will not be scheduled for more than twelve (12) on-call shifts per quarter. A quarter is defined as January-March, April-June, July-September, and October-December of each calendar year.
4. For the purpose of on-call shifts, a weekend is defined as Friday close of business (16:30) through opening of business Monday (08:00) and will consist of three (3) on-call shifts: Friday (16:30-08:00) is one (1) on-call shift, Saturday (08:00-08:00) and Sunday (08:00-08:00) consist of two (2) 24-hour on-call shifts for a total of three (3) on-call shifts for the weekend. The weekend on-call shifts do not have to be taken as a whole. Should a nurse work half of a weekend shift, that shift will count as 0.5 or one-half of a full shift to go towards the shift count in paragraph 3 above. A weekday shift is defined as close of business (16:30) through opening of business the following day (08:00).
5. A holiday, as defined in Article 8.10 of the CBA, will be treated as a weekend on-call shift, meaning the shift the evening before the holiday would be 16:30 to 08:00 and the holiday itself would be 08:00-08:00. The holiday shifts also do not have to be taken as a whole, and a nurse who works half of a holiday shift will receive 0.5 or one-half of a full shift to go towards the shift count in paragraph 3 above.
6. If a relief nurse covers a mandatory on-call shift, these mandatory on-call shifts will be recognized as work shifts in calculating towards their minimum monthly/quarterly requirements.
7. If a nurse is called and does not have to visit a patient, the nurse will be paid one (1) hour at their call back rate of pay for each call. If the nurse is required to visit the patient, the nurse will be paid the call back rate of pay for a minimum of two (2) hours.
8. LPN on-call back-up will come from management unless an RN voluntarily agrees to cover the on-call shift and is paid call time. If an RN is called and does not have

to visit a patient, the RN will be paid at one (1) hour of their call back rate of pay for each call. If the RN is required to visit the patient, they will be paid the call back rate of pay for a minimum of two (2) hours.

9. The Association and the Medical Center agree that this Agreement is non-precedent setting.
10. This Agreement shall be effective once all Hospice and Home Health nurses have the skills and competencies of the requirements of Hospice mandatory on-call.

MEMORANDUM OF AGREEMENT – TEMPORARY LIVING EXPENSES

Pursuant to the Collective Bargaining Agreement (the “Agreement”) PeaceHealth Medical Center (the “Medical Center”) and the Alaska Nurses Association/AFT #1953 (the “Association”) hereby agree as follows:

1. Article 3.7.1 of the Agreement defines a Temporary Nurse (“Nurse”) as a Nurse hired to work for a defined period not to exceed six (6) months.
2. The Nurse shall continue to receive the twelve percent (12%) differential in lieu of benefits and paid time off set forth in Article 3.7.1.
3. To continue to recruit such Nurses, the Medical Center shall provide a monthly stipend (“Stipend”) of four thousand four hundred dollars (\$4,400.00) to each Nurse. The Stipend shall be less applicable taxes. No nurse shall be eligible for stipends of more than \$26,400.00 in a calendar year.
4. The Stipend set forth in this Agreement is intended to cover all expenses of such Nurse, including but not limited to, housing, transportation to and from the Nurses permanent residence, rental car and gas, meals, and any and all miscellaneous expenses. The Medical Center will continue to help Nurses obtain housing. The Medical Center has also received agreement from Alaska Car Rental to secure a discounted rate for Nurses who reserve car rentals through Alaska Car Rental.
5. The Stipend shall be paid on the Nurse’s first paycheck of the month. In the event the Nurse works only a portion of a month such Stipend will be prorated for the portion of the month the Nurse is scheduled to work. Such prorated portion of the Stipend shall include one (1) day prior to the start of the Nurse’s first shift and one (1) day after Nurse’s last shift.
6. The Stipend shall be in lieu of any expenses set forth in sub-paragraph 4 above.
7. The Stipend shall be effective the first full pay period following ratification. Prior to the expiration of the Agreement, the parties will meet to renegotiate the amount of the stipend and conditions of an agreement moving forward.
8. PeaceHealth is currently attempting to negotiate a Voluntary Disclosure Agreement (“VDA”) with the IRS to pay the taxes owed for the prior years where taxes should have been withheld from the Nurse’s paycheck(s). Under the VDA, Nurses should not have to file an amended return, as there would be no tax liability for the Nurses. In the event PeaceHealth is unable to reach a VDA with the IRS, PeaceHealth will issue corrected W2’s to the affected Nurses and such Nurses will need to file amended tax returns for the impacted years. The taxes, interests and/or penalties, whether owed by the Medical Center or by the Nurses, that

PeaceHealth pays under either scenario will be an expense of PeaceHealth and will not be an expense of the Nurses. The Medical Center will also pay any reasonable fees that a Nurse may incur if a Nurse must file a tax return based on an amended W2.

9. The Medical Center will provide to the Association a copy of the correspondence informing Nurses of the changes in this Agreement before it is sent to Nurses. The Association will provide feedback in a timely manner.
10. This Agreement shall supersede any prior past practices and/or claims by the Association or any individual Nurse.

MEMORANDUM OF AGREEMENT – STUDENT LOAN REPAYMENT PROGRAM

Pursuant to the Collective Bargaining Agreement (the “Agreement”) PeaceHealth Ketchikan Medical Center (the “Medical Center”) and the Alaska Nurses Association/AFT #1953 (the “Association”) hereby agree as follows:

1. The Medical Center will provide eligible Nurses’ Monthly Student Loan Payment Benefit (the “Benefit”), subject to the eligibility requirements set forth below provided the Nurse applies to the Medical Center’s designated vendor.
2. The Nurse will be notified of eligibility within three (3) weeks of submission of the Nurse’s application to the vendor. If the nurse is eligible for the Benefit the notification will explain the process to set up the account, what loan processors qualify, etc.
3. Full-time (.8-1.0) Nurses are eligible to receive four hundred dollars (\$400.00) per month and part-time (.5-.79) Nurses are eligible to receive two hundred dollars (\$200.00) per month. Per diem Nurses are not eligible to receive this Benefit.
4. This Benefit will be paid prospectively and directly to the loan processor on the 10th of each calendar month, provided the Nurse remains employed by the Medical Center or until the loan is paid in full, whichever occurs first.
5. The Benefit is nontaxable, each calendar year, provided the payments do not exceed IRS Section 127 limits in combination with tuition reimbursement. Any amount above the 2022 limit of five thousand two hundred fifty dollars (\$5,250.00) will be processed as taxable income. Payments that exceed the IRS Section 127 limits in subsequent years will be processed as taxable income.
6. This Memorandum of Agreement shall be effective within ninety (90) days of execution.
7. The Benefit does not require a waiting period or employment commitment.
8. The benefit will be sunset on December 31, 2025.

LETTER OF UNDERSTANDING – UNUSED EDUCATIONAL FUNDS

Between PeaceHealth Ketchikan Medical Center and the Alaska Nurses Association

Unused Educational Funds as of December 31, 2023, may be used by nurses covered by this agreement through December 31, 2024. Rules for the utilization of these funds shall be determined by the RNCC. Any and all grievances that have been filed regarding the interpretation of section 14.3 of the Agreement are hereby considered resolved with the implementation of the new section 14.3, which provides every non-probationary nurse and relief nurse who has worked a minimum of 250 hours in the prior calendar year with 30 hours.