

Collective Bargaining Agreement

by and between



and



January 1, 2013 6 through

December 31, 2015

**EMPLOYMENT AGREEMENT
BETWEEN CENTRAL PENINSULA
GENERAL HOSPITAL
AND THE
ALASKA NURSES ASSOCIATION**

PREAMBLE

This Agreement is made and entered into by and between CENTRAL PENINSULA GENERAL HOSPITAL, INC., including Heritage Place, hereinafter referred to as the "Hospital," the "Employer," or "CPH," and the ALASKA NURSES ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to establish standards of wages, hours, and other conditions of employment between the Hospital and the Association. The parties agree that they share a mutual goal of improving patient care and seek to provide an orderly system of employer-employee relations, facilitating joint discussions and finding solutions to mutual problems.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative of all registered nurses, including all full-time, part-time, and per diem registered nurses employed by the Employer at its acute care hospital and Heritage Place in Soldotna, Alaska, excluding all other employees, managerial employees, guards, and supervisors as defined in the Act, as amended.

The Employer shall provide the Association with written notification of all new or deleted positions which would affect inclusion or exclusion of the positions in the bargaining unit.

ARTICLE 3 – ASSOCIATION BUSINESS

3.1 MEMBERSHIP. Any nurse employed by the Hospital may join the Association. The Association and the Hospital shall not discriminate against any nurse due to membership or non-membership in the Association.

3.1.1 Nurses covered by this Agreement who choose not to become Association members by their thirty-first (31st) day of employment shall pay to the Association a service fee established by the Association as a contribution toward the administration and negotiation of this Agreement. Nurses who fail to maintain Association membership through timely payment of dues or who fail to pay the

required service fee shall be terminated by the Hospital within thirty (30) calendar days of receipt of written notice to the Hospital from the Association. The Association agrees to indemnify and hold the Hospital, its officers, agents, and employees harmless from liability of any nature brought by any nurse who shall be terminated pursuant to this article.

3.2 RELIGIOUS EXEMPTION. Nurses covered by this Agreement who, for bona fide religious tenets or teachings of a church or religious body, are forbidden from paying the service fee to the Association shall be required to authorize the service fee deduction as all other service fee payers. Upon written notice to the Association from the nurse stating the reason for not paying the service fee and identifying the religious person to contact for verification, the Association shall set aside the nurse's service fee payment. Once verification is confirmed, the Association shall forward the amount of the nurse's service fee contribution to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The Association shall provide proof of such payments to the nurse.

3.3 PAYROLL DEDUCTION. The Hospital shall deduct membership dues or service fees from the bi-weekly earnings of any nurse who has signed an authorization form that has been agreed upon by the Hospital and the Association. Such deductions shall be transmitted to the office of the Association within fourteen (14) days from the date of the deduction from the nurses' pay. Nurses who have not authorized to have their dues or service fees deducted from their bi-weekly earnings will be responsible for payment directly to the Association. Each deduction payment shall include an electronic report in a mutually agreed upon format listing the names of the nurses from whom the deductions were made.

3.4 ROSTERS. On or about the first of each month, the Hospital will provide the Association and the local unit President a list of the Registered Nurses in the bargaining unit and a list of the contract/traveler nurses. The list will include names, addresses, phone numbers, rate of pay, employee ID number and classification of the nurses. Monthly updates of all RNs in the bargaining unit hired, transferring in or out of the bargaining unit or separating from employment, will be provided for the life of this Agreement. This information shall be provided electronically in a mutually agreed upon format.

3.5 LOCAL UNIT OFFICERS. The Association shall have the right to select a local unit President and other local unit officers from among nurses in the bargaining unit. Association business performed by the unit President or other officers, including the investigation of grievances, will be conducted during non-working hours (e.g., lunch periods, recognized breaks, and before and after shift). However, it is recognized that at times it may be necessary for communications with Hospital management related to grievances and other contract matters to take place during work hours without loss of pay to the officer. Such activity shall not take precedence over the requirements of patient care.

3.6 BULLETIN BOARD AND EMAIL. The Hospital shall continue to provide the Association with locked, centralized bulletin boards for posting of Association notices/newsletters. The bulletin boards will be located as to be easily visible and accessible to RNs in every unit. The Hospital shall consult with the Association as to the placement of the bulletin boards. The use of Hospital bulletin boards is an official means of communication with employees. The Hospital

reserves the right to ~~post or~~ remove items from the bulletin boards, after discussion with a local unit officer, in accordance with the solicitation policy. The local unit president or designee and the human resources director will maintain keys of the bulletin boards.

The Association representatives who are also bargaining unit members will be permitted to use the hospital email for bargaining unit members to receive notices of educational/conferences relating to clinical practice, notice of meetings of the Association and a request for updated current contact information. All Association emails will be courtesy copied to the Human Resources designee.

3.7 MEETING ROOMS. The Association shall have access to Hospital meeting rooms for the purposes of conducting private counseling sessions, health education and informational meetings. The Association will contact ~~Staff Development~~ the room scheduler or unit director and request the use of a meeting room. Approval for meeting room space is based on a first come, first served basis consistent with the Hospital's conference room policies, as may be amended from time to time. Time spent in meetings under this Article is non-work time, except as otherwise provided in this Agreement.

3.8 NEGOTIATIONS. The Hospital shall provide unpaid release time for ~~designated~~ Association negotiating team members, members in training and local or AaNA officers or officers in training for the purpose of attending scheduled negotiation sessions, negotiation preparations or officer/member trainings. ~~The collection of PTO to fund this account will cease upon contract ratification. Once the current funds are disbursed, this fund will cease to exist.~~ Use of release time does not require the officer or members to use own PTO to cover FTE. ~~An annual deduction of three (3) hours of PTO, shall be deducted from each nurse's account in January of each year and deposited to a fund which shall be used to reimburse Association negotiating team members for the time lost or PTO utilized during negotiations. A list of all donating and withdrawing nurses to the fund, the value of each donation and withdrawal to the fund and a balance of the fund will be provided to the Association upon reasonable request. In the event a nurse has an insufficient balance of PTO to meet the required deduction, or should the nurse's PTO balance be committed to an approved vacation, the next available hour of accumulation shall be deducted and deposited as above. Such donations shall be converted into a cash value based upon the wage rate of the nurse donating the PTO and then paid into the PTO accounts of Association designated negotiating team members according to that nurse's rate of pay, upon written request of the Association. The PTO fund will be paid for current or future pay periods. No retroactive transfers of PTO will be paid. A nurse who objects to this deduction because of his/her bona fide religious objection shall instead donate three (3) hours of PTO to the Hospital's emergency leave bank.~~

3.9 DISTRIBUTION AND INTRODUCTION OF AGREEMENT. The Hospital will strive to provide the Association with notification of scheduled Nurse orientations at least one month in advance. Nurses at the orientation meeting shall be informed of a mandatory fifteen (15) minute information meeting with the Association Local Unit President, or designee, immediately following the end of the general orientation meeting. The purpose of this meeting shall be to introduce the Association, provide appropriate forms for signature, and for distributing the Agreement. The Association representative shall be on unpaid time and/or on their 15 minute break during this presentation. The Hospital will strive to provide the Association with a list of all new RN hires by noon of the business day prior to orientation.

ARTICLE 4 - DEFINITIONS

4.1 ENTRY LEVEL NURSE. An entry level nurse is a Registered Nurse whose clinical experience is less than twelve (12) months following graduation.

4.2 STAFF NURSE. A staff nurse is a Registered Nurse who is primarily responsible for the direct and/or indirect nursing care of the patient.

4.3 CHARGE NURSE/TEAM LEADER.

4.3.1 Charge Nurse. A charge nurse/~~team leader~~ is a Registered Nurse at CPH's acute care hospital with at least two (2) years experience as a staff nurse, one (1) of which must be at the Hospital, and who has been oriented to the charge nurse role and responsibilities of the unit(s) to which he/she is assigned. The charge nurse shall be ACLS certified. While assigned charge nurse duties the nurse will not normally receive a patient care assignment.

4.3.1-2 Team Leader. A registered nurse who is assigned the responsibility for a patient care unit and who functions within specific written guidelines. Nurses assigned Team Leader responsibilities may have additional leadership responsibilities determined on a shift-to-shift basis when developing their patient care assignment. Team Leaders will not be consistently expected to carry a full patient care assignment. Team Leader assignments will be designated as determined by management to qualified staff who have volunteered for this assignment, completed their 90-day probationary period and has received appropriate orientation. A nurse must provide notice of his/her decision to no longer volunteer for the Team leader assignment. The nurse must provide notice to his/her manager at least 14 days prior to the posting of the next schedule.

4.3.3 Team Leader-Heritage Place. A registered nurse who is assigned the responsibility for a resident care unit and who functions within specific job assignments. A Registered Nurses who is the sole Registered Nurse in the facility regardless of shift will be designated the Team Leader and given the Team Leader differential. Team Leaders may be consistently expected to carry a full resident care assignment. Team Leader assignments will be designated as determined by management to qualified staff who have volunteered for this assignment and received appropriate orientation. A nurse must provide notice of his/her decision to no longer volunteer for the Team leader assignment. The nurse must provide notice to his/her manager at least 14 days prior to the posting of the next schedule.

4.4 FULL-TIME NURSE. A full-time nurse is a Registered Nurse who is assigned to a .9 FTE or greater position.

4.4.1 FTE STATUS. Upon request by a nurse, a department director or the Association, a nurse's status will be evaluated based on the number of his/her paid hours (paid hours include hours worked, PTO, IAP, paid leave, Continuing Education, Bereavement, and Jury Duty) and low census time during the last three (3) months. In the event that the RN does not meet the requirements to maintain his/her current status, or exceeds the requirements for that status, the Nursing Director and the nurse will be given a written report. If the nurse's paid hours fall short of meeting requirements for maintaining current status, the Nursing Director will meet with the nurse to discuss options. If the nurse's paid hours exceed the requirements for his/her position, the Nursing Director will investigate whether a new position is warranted and will make appropriate recommendations to Administration. Part-time or per diem nurses who consistently achieve a pay status of seventy-two (72) hours or more each pay period for two (2) consecutive quarters will also be given written notice that a full or part-time position will be posted in accordance with the posting provisions required in section 6.11. Hours worked replacing an employee on Family Leave, Work Related Injury Leave or any leave of absence will not be included in the calculation for FTE status change. This provision shall not apply to nurses on Family Medical Leave.

4.5 PART-TIME NURSE. A part-time nurse is a Registered Nurse who is assigned to a position of at least .4 FTE but less than .9 FTE.

4.6 PER DIEM NURSE. A per diem nurse is a Registered Nurse who works on an as-needed basis, and is not regularly scheduled to work sufficient hours to be considered either a part-time or a full-time nurse. Upon initial selection of per diem status, the nurse shall select either per diem nurse I or per diem nurse II status (two (2) years experience in specialty field required for per diem II status). For those Registered Nurses who don't meet the experience requirement will have three (3) months after the ratification to either switch to a per diem I or give a voluntary notice of resignation. If the Registered Nurse hasn't made a determination at that time they will be terminated. Per diem nurse status may be changed upon written request at the discretion of the nurse once annually. All per diem nurses will be expected to maintain job competency and to participate in required skills testing. See Article 8.7 for Per Diem Nurse Premium.

4.6.1 PER DIEM NURSE I. A per diem nurse I will be available, if needed, for four (4) shifts per month. In addition, each per diem nurse I will be available for at least two (2) weekend shifts per month, and four (4) holidays per year (two in winter months: October – February; two in summer months: March – September). Per diem nurses will submit to their manager written notice of available and unavailable days by the tenth (10th) of the prior month.

4.6.2 PER DIEM NURSE II. ~~A per diem nurse II is considered a casual employee who will be available to work, if needed.~~ A per diem nurse II will be available, if needed, for two (2) shifts per month. In addition, each per diem nurse II will be available for at least one (1) three (3) weekend shifts per month quarter and one (1) holiday per year. at least three (3) shifts per calendar quarter. Per Diem nurses will submit to their manager written notice of available and unavailable days by the tenth (10th) of the prior month. A Per Diem nurse II who works at least 12 shifts a calendar year for 2 consecutive

years will receive a “step” increase.

4.6.3 PER DIEM NURSE UNAVAILABILITY. A per diem nurse who will be unable to meet the foregoing availability requirements for thirty (30) days or longer shall provide advance written notification thereof to the Nursing Director in order to maintain his/her per diem status.

4.7 PRECEPTORS

4.7.1 PRECEPTEE. A preceptee is a new graduate, student nurse or an experienced nurse who is transferred to fill an opening on a specialty area in which the nurse was not previously qualified. The preceptee will be assigned under the close and direct supervision of a designated preceptor and shall have limited responsibilities as specified by nursing management staff. Nursing management staff, with input from the preceptor, will determine if additional training or supervision, up to ninety(90) calendar days, is necessary. A preceptee shall not be given an independent patient care assignment.

4.7.2 PRECEPTOR. A preceptor is a Registered Nurse with at least two (2) years experience as a staff nurse, one (1) of which must be at the Hospital in the unit in which the precepting will occur, who is selected by the Hospital and agrees to participate in planning, organizing, teaching, and evaluating the new skill development for the preceptee. Preceptors must demonstrate clinical expertise in patient care, communication, leadership, and interpersonal relationship skills, and be able to teach these skills in a close one-to-one relationship with the preceptee. The preceptor will facilitate specific criteria-based and goal-directed training for an identified period of time. The nursing management staff will determine the need for preceptor assignments. It is understood that staff nurses, in the ordinary course of their general professional responsibilities, will be expected to participate in the orientation process. These orientation responsibilities (as distinguished from preceptor responsibilities) will include tasks such as providing informational assistance, support, and guidance to preceptees. The Hospital will provide the preceptor training. Nurses assigned preceptor-responsibilities will have their additional responsibilities taken in account when their direct patient care assignments are made. Preceptors will be assigned by nursing management staff to a designated preceptee on a consistent basis. Preceptor assignments may be made for the orientation of experienced nurses at the discretion of nursing management staff.

4.8 RATES OF PAY.

4.8.1 BASE RATE OF PAY indicates the pay step the nurse occupies on the wage schedule. *See* Section 7.1. The base rate of pay is used for paid time off calculations.

4.8.2 REGULAR RATE OF PAY is the base rate of pay plus applicable certification pay and per diem differential.

4.8.3 PREMIUM PAY is additional pay such as, but not limited to, shift differential and charge nurse pay, as required by the Agreement. *See* Article 8.

4.8.4 OVERTIME RATE OF PAY is based on the nurse’s regular rate of pay plus other premium pay received during that pay period and computed as required by the Fair Labor

Standards Act.

- 4.9 UNIT.** A unit is a designated nursing service to which a nurse is assigned to work, e.g., Med/Surg, ICU, OR, ED, HP.
- 4.10 DEPARTMENT.** A department includes multiple units or a single unit.
- 4.11 TEMPORARY CONTRACT NURSE.** A non-agency nurse who is hired on a contractual basis as deemed necessary by management with coverage of this Agreement limited to Article 3.1 through 3.4.
- 4.12 AGENCY NURSE.** A temporary nurse on a special Agency Contract to fill a needed position within the Hospital and is not covered by the terms of this Agreement.
- 4.13 ANNIVERSARY DATE.** Anniversary date is the most recent hire date as may be adjusted pursuant to provisions of this Agreement.
- 4.14 SHIFT.** A shift shall be defined as Day, Night or Swing and excludes day of week and start times.
- 4.15 POSITION.** A position shall be defined as Department, Title, FTE Status and Shift.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 WORKDAY. A standard work day shall consist of eight (8) hours work to be completed in eight and one-half (8 1/2) consecutive hours, ten (10) hours work to be completed in ten and one-half (10 1/2) consecutive hours, or twelve (12) hours work to be completed in twelve and one-half (12 1/2) consecutive hours, with a thirty (30) minute meal period on the nurse's own time if the nurse is relieved of duties during this period. The nurse is responsible to consult with their immediate supervisor if they are unable to secure coverage for their meal break. If the nurse is unable to leave the unit, or is not effectively relieved of duties after notifying their supervisor, then overtime shall be paid for the meal period. Ten and twelve hour shift nurses may combine one fifteen (15) minute break with their meal period for a total of 45 minutes, patient acuity, and other workload requirements permitting. The standard work day may include scheduled shifts other than eight (8) hours, ten (10) hours, or twelve (12) hours in duration by mutual agreement.

5.1.1 INNOVATIVE SCHEDULING. Other innovative work days and work periods may be utilized on a trial basis only with mutual agreement in writing between the Hospital, the Association and the individual nurse. After completion of the trial period (not to exceed 6 months), the Hospital, the Association and the individual nurse may agree that the new flexible work plan should be implemented on a permanent basis. ~~At this point, the Hospital will notify the Association and secure final approval before implementing the workday change.~~

5.2 WORK PERIOD. The standard work period shall consist of forty (40) hours work within a seven (7) day period. The normal workweek is Sunday through Saturday, beginning and ending at

midnight on Saturday.

5.3 OVERTIME. All nurses who work eight (8), ten (10), or twelve (12) hour workdays during a seven (7) day work period shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) regular hours during that work period unless otherwise delineated in this Agreement. ~~Nurses who work an “8/80” work period (as defined by the Fair Labor Standards Act) shall be paid for all hours worked in excess of eight (8) hours per day and in excess of eighty (80) hours worked in a fourteen (14) consecutive day work period.~~

Times spent in such mandatory functions as staff meeting, education, in-services, and care conferences will count as hours worked in the computation of overtime.

Overtime at the rate of one and one-half times (1 ½) times shall be considered in effect if eight (8) minutes or more are worked in excess of the scheduled shift after the end of a scheduled shift. Overtime pay shall begin at the end of the scheduled shift and shall be calculated to the nearest fifteen (15) minutes.

All time worked in excess of 14 consecutive hours will be paid at double time, inclusive of mandatory meetings and mandatory education.

5.3.1 On call hours worked in excess of fourteen (14) hours in a twenty four (24) hour scheduled call shift shall be paid at double (2x) time.

5.4 PAID TIME. Paid time is defined as time worked and time paid (e.g., Low Census Standby, PTO, IAP, and other paid leave, approved continuing education, bereavement leave, and jury duty) and shall be included for purposes of computing anniversary dates, seniority and benefits. ~~Negotiations~~ Union release time, both paid and unpaid, shall not ~~adversely~~ affect anniversary dates, seniority or benefits.

5.4.1 SUBPOENAED WITNESS. Time spent as a subpoenaed witness in a professional capacity as an employee of the Hospital shall be considered regular work time, and shall be compensated under the provisions of 5.3.

5.5 REST BREAKS. Whenever possible nurses shall receive two (2) fifteen (15) minute rest breaks during each eight (8) hour and each ten (10) hour workday and three (3) fifteen (15) minute rest breaks during each twelve (12) hour workday. Employees who remain at work during rest breaks will not be entitled to leave before normal quitting time. It is understood that patient care demands may impact a nurse's ability to take rest breaks.

5.6 SCHEDULES AND WEEKEND DUTY.

The parties recognize that the Hospital's interests are in scheduling nurses with the requisite skills and experience to safely and efficiently cover all workdays and shifts, without incurring overtime pay liability. The parties also recognize that the nurses' interests are in working their preferred schedules to the extent possible and in providing input and in receiving advance notice regarding schedule changes. Therefore, it is the Hospital's responsibility to approve monthly work schedules that first and foremost provide adequate nurse coverage for all workdays and shifts.

Full time and part-time nurses shall not usually be scheduled to work more than every other weekend, unless mutually agreed otherwise by the parties. Weekend shall be defined for the day shift as Saturday and Sunday, and for night personnel as Friday and Saturday night unless mutually agreed otherwise. Scheduling decisions also must take into consideration vacations, holidays, jury duty, and other scheduled absences from work by nursing staff, and the workday and shift availability of per diem nurses and travelers.

5.6.1 SELF SCHEDULING. ~~Consistent with the foregoing and with the scheduling criteria identified by the responsible nurse manager, n~~Nurses may request a schedule to the extent possible. On the first of each month, the nurse manager may make available a blank schedule for the following month and will identify any recurring or special scheduling criteria for that month. Nurses shall have until the 10th of the month to make a schedule request in writing to the scheduler for the following month. The responsible nurse manager also shall have ten (10) days to determine whether the schedule proposed by the nurses meets the applicable criteria. If it does, the schedule for the following month shall be posted. If it does not, the nurse manager shall make such changes to the schedule as are necessary to meet those criteria.

5.6.2 TEMPORARY SHIFT ASSIGNMENTS. If, in approving the schedule for the following month, the nurse manager determines that it is necessary to schedule a nurse for a shift other than the nurse's requested shift because there are no volunteers or per diem nurses available for that shift, the nurse may be assigned to that shift. ~~The assignment shall be for the month (or any lesser portion thereof).~~ The assignment shall be made on a monthly, rotating basis such that the next least senior nurse is selected for the next month, and so on until the shift can be filled.

5.6.3 POSTING OF WORK SCHEDULE FOR THE MONTH. The work schedule for the following month shall be posted by the nurse manager by the twenty-first (21st) day of the preceding month. The posted schedule shall be considered final. After the final schedule is posted, nurses may trade workdays and shifts with the written approval of the responsible nurse manager so long as the traded shifts do not result in overtime work. The schedule also may be changed with the mutual consent of the responsible nurse manager and the nurses affected thereby. The responsible nurse manager shall have ten (10) days to determine whether the schedule requested meets applicable criteria, make necessary changes and post the schedule. It must be realized that for reasons of safe patient care, minimal staffing and unavailability of other staff, it may not be possible to honor all requests.

5.7 WORK ON DAY OFF. Full-time nurses who agree to work on a scheduled day off will be paid at one and one-half (1 ½) times the nurse's base rate of pay, plus applicable differentials (Article 4.8.3). This provision does not apply to Hospital or departmental meetings (e.g., committee assignments, in-service, competency assessments, or approved projects) that do not involve the provision of clinical care. However, any such non-clinical care meeting before or after the employee's scheduled shift or in excess of forty (40) hours during his/her work period shall be compensated at the employee's overtime (1 ½ times) rate of pay. If a nurse calls in sick during the same week she/he agreed to work an extra shift at the time and one-half rate, that extra shift will be paid at the regular rate of pay (not at time and one-half). Low census in the work week does not cancel overtime hours for work on day off.

5.7.1 SHORT NOTICE CALL. Any nurse who agrees to work on a scheduled day off with less

than fourteen (14) hours notice shall be paid at one and one-half (1 ½) times the nurse's base rate of pay, plus applicable differentials (Article 4.8.3). A nurse who calls in sick during the same week she/he agreed to work an extra shift under this provision shall be paid at the regular rate of pay (not at time and one-half).

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 INITIAL TRIAL PERIOD. The first 90 days of employment shall be an initial trial period. After 90 days of continuous employment, the nurse shall be considered a regular employee. The initial trial period may be extended for up to an additional 90 days. Notice of any extension of the initial trial period will be provided in writing to the affected nurse and, upon the affected nurse's consent, to the Local Unit President. The Hospital retains the right to terminate nurses during the initial trial period with or without cause.

Hours worked during the initial trial period count for the accrual of seniority.

6.2 NOTICE OF RESIGNATION. Regular full-time and part-time nurses should give at least three(3) weeks' written notice of resignation. If a nurse fails to give at least three (3) weeks' notice of resignation, the Employer may decline to pay the nurse for accrued but unused PTO. The Employer may consider special circumstances that may have prevented the nurse from providing the required notice.

6.2.1 RESTORATION OF BENEFITS. If a nurse separates his/her employment from CPH and later returns to CPH within twelve (12) months, the nurse shall be placed on the same wage step and benefit accrual level as when the nurse left. The nurse's hire date will be adjusted to reflect the absence from the facility.

6.3 DISCIPLINE AND DISCHARGE. The parties agree that in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective nurse-management relations and individual staff nurse accountability. The primary objective of discipline shall be to correct and provide constructive feedback to improve the nurse's performance and/or conduct.

A registered nurse shall be disciplined or discharged for cause. Cause may include, but is not limited to, violations of any of CPH's rules and regulations or standards of employee conduct and behavior. A written record of the charges forming the basis for a disciplinary action shall be made available to the affected nurse at the time the action is taken or within forty-eight (48) hours in the event immediate disciplinary action is necessary. Any disciplinary action taken against a nurse shall be appropriate to the behavior which precipitated the disciplinary action.

To this end, in order of increasing severity, the system of progressive disciplinary actions which the Employer may take against a nurse include:

1. Verbal warning
2. Written reprimand
3. Suspension

4. Termination

Which disciplinary action is taken depends upon the seriousness of the affected nurse's conduct and may result in immediate suspension and/or termination.

6.3.1 A bargaining unit nurse shall have the right to request the presence of an Association representative at any meeting that may result in subsequent discipline of the nurse, provided that the request does not result in undo delay of the meeting. The Association representative shall not engage in conduct that disrupts or interferes with the meeting.

6.4 LOW CENSUS. Low census is defined as a decline in patient care requirements and results in a need to temporarily reduce, on a shift-by-shift basis, registered nurse staffing as determined by the Hospital. In order to maintain appropriate staffing levels during low census periods, low census time will be assigned in the following order if the nurse does not float to another unit:

1. Nurses working overtime;
2. Volunteers;
3. ~~Per Diem Nurses;~~ Agency/traveling nurses based on their contract agreement. At a minimum, agency/traveler staff will be expected to take one shift of low census time per pay period if needed;
4. Nurses working non overtime extra shifts (shifts above approved hours);
5. ~~Agency/traveling nurses based on their contract agreement. At a minimum, agency/traveler staff will be expected to take one shift of low census time per pay period;~~ Per Diem Nurses;
6. Part-time nurses;
7. Full-time nurses.

Low census time assignment shall be rotated among per diems, part-time nurses and among full-time nurses on an equitable basis.

Low census time will be applied on a department basis. Whenever possible, low census time should be awarded at the beginning of a nurse's shift; however, changes in patient care needs may created the need for low census time later in the nurse's shift.

6.4.1 LOW CENSUS NOTIFICATION AND INCONVENIENCE PAY. Nurses shall be notified a minimum of one and one-half (1 ½) hours in advance of each shift for which low census time is assigned. In the event such notice is not given and the nurse reports for work, the affected nurse shall receive two (2) hours inconvenience pay. Low census time will begin after the two- hour inconvenience pay time frame. Should the Hospital make a bona fide attempt to notify the nurse of a cancellation of shift more than one and one-half (1 ½) hours in advance of the nurse's shift, but be unsuccessful in doing so, this pay provision shall not apply.

6.4.2 BENEFIT ACCRUAL/USAGE. PTO and sick leave benefits shall accrue for low census time. Nurses who take low census may, at the nurse's option, use accrued PTO to offset wages lost due to low census time.

6.4.3 STANDBY LOW CENSUS TIME. When placed on low census, unless mutually agreed otherwise, nurses shall be on Standby Low Census for the remainder of the nurse's scheduled shift. Nurses shall be paid twenty-five percent (25%) of the nurse's regular rate of pay per hour for all hours on Standby Low Census.

If a nurse is called in to work while on Standby Low Census, he/she will be compensated for all hours worked to the end of the nurse's scheduled shift at the nurse's regular rate of pay or for a minimum of two hours, whichever is greater.

Nurses who are called back to work from Standby Low Census shall not continue receiving the twenty-five percent (25%) of the nurse's regular rate of pay per hour for Standby Low Census pay.

Nurses may be assigned Standby Low Census for all or part of their assigned scheduled shift based on current and projected patient care needs.

Nurses on Standby Low Census must be available by telephone (home or personal cellular phone) or pager.

6.4.3.1 NON-STANDBY LOW CENSUS TIME. When department staffing needs and/or staffing projections require assigning more than one nurse to Low Census status and there is not a need to have both nurses on Standby Low Census status, a nurse may be assigned non-standby low census status, if mutually agreed. The nurse assigned to non-standby low census status is free for the remainder of his/her shift.

6.4.4 LOW CENSUS INTERPRETATION AND APPLICATION. As used in this Section 6.4, the following words and phrases mean:

- a. Standby Low Census means the nurse is available to return to work all or part of his/her assigned scheduled shift. The nurse will be compensated as outlined in 6.4.2 and 6.4.3.
- b. Non-Standby Low Census means the nurse is free for the remainder of his/her assigned scheduled shift.
- c. If the nurse is assigned Standby Low Census for the nurse's regularly scheduled shift and is called in to work prior to the beginning of that shift, the time worked prior to scheduled shift start time will be paid at the rate of one and one-half times the nurse's base rate of pay.
- d. Equitable Rotation of low census assignment means the rotation of low census assignment among per diem, part time and full time registered nurses is based upon who last received low census and accrual of total hours of low census based on the previous three (3) months.

6.4.5 STANDBY LOW CENSUS CALLBACK. When the Hospital determines that nurses placed on Standby Low Census must be called back to work for the remaining portion of their shifts, the first qualified nurse assigned to Standby Low Census shall be the first nurse called back to work.

Where two or more qualified nurses have been placed on Standby Low Census status at the same time, callback shall occur based upon equitable rotation. Nurses will be expected to be available to return to work within sixty (60) minutes, or less, of being called back with proper allowances being made for safe travel conditions.

6.5 SENIORITY. "Seniority" for full-time or part-time nurses shall mean a nurse's continuous length of service as a full-time or part-time nurse from the nurse's most recent date of hire as a bargaining unit eligible registered nurse. "Seniority" for per diem nurses shall mean actual number of hours worked and shall accrue based on the number of hours worked during each anniversary year. One year seniority will equal 1040 hours worked. No seniority will be granted until the per diem nurse works at least 1040 hours and per diem nurses can never earn more than one year of seniority during each anniversary year. Seniority will only be awarded on the anniversary date of a per diem's hire and then every anniversary date thereafter, depending on the number of hours worked. In the event a per diem nurse does not work 1040 hours in one anniversary year, the hours will be carried over and combined with the next year's hours. All nurses shall have no seniority for the first three (3) months of employment, or the initial trial period whichever is longer. Upon successful completion of this initial trial period, seniority shall be retroactive to the date of hire.

If a full-time or part-time nurse changes her/his status to that of a per diem nurse or moves into a non-bargaining unit position and later returns to full-time or part-time status in the bargaining unit without a break in service, the nurse will not lose credit for time spent as a full-time or part-time nurse. The per diem nurse will continue to accrue seniority credit for actual hours worked as described above in addition to retaining their level of previous seniority. A nurse supervisor or nurse manager who returns to the bargaining unit will be given seniority for their nurse supervisor/manager time up to a maximum of 5 years after they return to the bargaining unit.

If two nurses have the same date of hire, the tie will be broken by determining the number of years of previous nursing work experience, prior to working at CPH.

6.6 LAYOFF. The following definitions and procedures shall govern during any layoff of Bargaining Unit nurses.

A) DEFINITIONS:

- (1) LAYOFF OR REASSIGNMENT.** "Layoff" or "Reassignment" shall mean any mandatory and permanent full or partial reduction in a nurse's hours from the nurse's assigned unit and shift for a period of time of at least thirty (30) calendar days or more.
- (2) QUALIFIED.** "Qualified" shall mean the ability to independently provide safe, direct patient care and delegation to other care providers for the standard case load on the unit, as evidenced by the successful completion of the unit orientation checklist, with up to four (4) weeks of orientation/retraining. All other qualifications for the position (as stated in the job description) must be met within six (6) months of starting orientation.
- (3) COMPARABLE POSITION.** A "Comparable Position" means a position on the same shift with the same number of scheduled hours which the nurse is qualified to assume.
- (4) DISPLACED NURSE.** A "Displaced Nurse" is a nurse whose position has been identified and

eliminated by the Hospital during a layoff but the nurse's seniority allows the nurse to avoid layoff by bumping into the position of a least senior nurse.

B) PROCEDURE:

Step 1: In the event that the Hospital determines that a layoff or reassignment of nurses in the bargaining unit may occur, the Hospital will notify the Association regarding the reasons for the impending layoff or reassignment. The Association will respond to the Hospital within ten (10) calendar days of receiving the notice in the event that a meeting is needed to discuss alternatives to the layoff or reassignment. In the event that a meeting is requested by the Hospital and/or Association, the meeting must take place within thirty (30) calendar days of the Hospital's initial written notice of impending layoff or reassignment to the Association.

Step 2: In the event the Hospital still determines a layoff or reassignment to be necessary, the Hospital shall identify the unit(s), shift(s), and position(s) which will be subject to layoff or reassignment.

Step 3:

(a) Notification. The Hospital will give at least thirty (30) days advance written notice of a layoff or reassignment to the Association, the Local Unit President and any nurses whose positions have been identified for layoff or reassignment. The reason for the layoff or reassignment will be included in the notice.

(b) Meetings. The Association and the Hospital may, upon request of either party, continue to meet at reasonable intervals until the layoff procedures have been completed in order to address issues which may arise.

(c) Seniority List. The Hospital shall provide a seniority list of all Bargaining Unit nurses. This list will identify every nurse's seniority, unit, shift and FTE.

(d) Low Seniority Roster. The "Low Seniority Roster" shall be compiled listing the positions held by the least senior full-time and part-time nurses in the bargaining unit. The Low Seniority Roster shall identify positions, including split positions, by unit(s), shift, and FTE. The size of the Low Seniority Roster will be the five (5) least senior positions in the bargaining unit (including any vacant positions that have not been filled in accordance with the job posting provisions of this Agreement), plus an additional number of positions (moving up the seniority roster) equal to the number of nurses whose positions are identified for layoff or reassignment on that particular occasion. If the Low Seniority Roster contains positions for which the Hospital deems the Displaced Nurses would not be qualified to bump, additional positions shall be added (moving up the seniority roster) until the number of available positions conforms to the above formula.

(Example: If the positions of three RNs are identified for layoff/ reassignment, the Low Seniority Roster would consist of the eight (8) least senior nurse positions in the

bargaining unit. However, if two of these eight (8) least senior positions were positions for which the Hospital deemed the Displaced Nurses were not qualified, two more positions would be added for which the nurses would be qualified so that there would be eight (8) positions available.) The combined FTEs of the positions on the Low Seniority Roster must equal at least the combined FTEs of the positions identified for layoff. No more than twenty-five percent (25%) of a unit's positions will go on the Low Seniority Roster. In this event the next least senior positions will be substituted from the bargaining unit seniority list.

Step 4: Bumping Rights. Decisions regarding bumping shall be made as soon as practical following receipt of notice of layoff. Displaced Nurses shall have the following rights to bump into positions of less-senior nurses In the Hospital:

(a) Same Unit. A Displaced Nurse wishing to remain on his/her unit may bump the least-senior nurse position of equal or lesser FTE value on another shift on the same unit so the Displaced Nurse may retain some level of benefits based on the newly assumed position's benefit status. The Displaced nurse may not assume a position which has greater FTE value than what the nurse held before the layoff or

reassignment. In that case, the Hospital shall agree to split a position unless the needs of the unit are an overriding factor. Or:

(b) Low Seniority Roster. Displaced Nurses, by seniority, may bump into a position on the Low Seniority Roster for which the nurse is qualified. Where practical, a nurse may elect to combine two positions, or split a position, from the low seniority roster in order to maintain the nurse's pre-layoff FTE.

(c) Nurses May Choose Layoff. Any nurse may choose to be laid off rather than exercise his/her seniority rights to bump into the position of a less senior nurse without affecting the nurse's recall rights.

(d) Voluntary Termination. A nurse may accept any severance package offered by the Hospital. Nurses who voluntarily terminate with severance shall not be eligible for recall rights.

(e) Nurses May Choose Per Diem Status. Any Displaced or Bumped nurse may choose to work as a per diem nurse while waiting to exercise recall rights. Displaced per diem nurses will have first access to requests for shifts on an equitable basis.

6.7 RECALL. In the event of a layoff, the names of such nurses displaced or relieved from duty shall be placed upon a reinstatement roster for a period of twelve (12) months from the date of layoff. A nurse shall be removed from the roster only upon re-employment or refusal to accept a comparable position.

When a vacancy is to be filled while nurses are on the reinstatement roster, it shall be posted in accordance with the job posting provisions of this Agreement and notice, sent to all nurses on the reinstatement roster via US Mail. It is the nurse's responsibility to assure that the Hospital has the current

mailing address for notification. Nurses on the reinstatement roster shall be allowed to utilize any seniority to bid on posted positions within five (5) working days of receiving the written notice of any vacancy.

Upon re-employment within twelve (12) months, the nurse shall retain all previously accrued and unused benefits as well as seniority. A nurse shall not accrue benefits or seniority while on layoff.

6.8 LOSS OF SENIORITY/RECALL RIGHTS. Seniority shall be lost if the nurse is not recalled from layoff within twelve (12) months unless the nurse elects to transfer to an approved per diem position in which case the nurse's seniority shall accrue as stated in Article 6.7.

6.9 PERSONNEL INFORMATION. Information in the nurse's personnel file, including the manager's desk file, will be made available, with reasonable notice, to the nurse. The nurse may review his or her file in the presence of the Department Manager or Human Resources staff and may take notes or have single copies of each page. No employee is allowed to remove anything from any file. An employee has the right to request a correction or deletion of inaccurate information. In case of disagreement, the employee may add a statement of disagreement to the file.

6.10 PERFORMANCE APPRAISALS. Performance appraisals are completed on the following occasions: a) after the completion of the trial period of new employment, b) job change, c) annually in September or October, d) at the time of the nurse's termination. A new appraisal need not be completed if a performance appraisal has been completed on the nurse concerning the same position within three (3) months prior to one of the above occasions. A nurse shall receive a copy of the performance appraisal when presented.

6.11 PERSONNEL VACANCIES AND POSTING. All approved bargaining unit positions will be posted on the hospital's employment website. Approved vacancies shall be posted for a minimum of seven (7) calendar days for internal applicants before being released to external candidates. Nurses must express an interest in a posted position by applying online prior to the deadline noted on the posting.

Currently employed nurses shall be given consideration for all approved vacant positions. When two or more applicants are qualified for a vacancy, seniority shall be the determining factor, unless the less senior nurse possesses significantly greater qualifications for the position. An opening shall not be filled until after the internal posting period is completed.

6.11.1 CRITICAL POSITION BONUS. CPH may, in its sole discretion as a recruitment incentive for new employees in critical positions, agree to pay critical position bonuses to such new employees. Such bonuses will not increase the employee's basic wage rate.

6.12 REST ROOMS & LOCKER FACILITIES. Rest rooms and lockable locker facilities will be provided by the Hospital for use by nurses.

6.13 ORIENTATION. Newly-hired nurses shall receive orientation under direction of an experienced nurse (see Section 4.7.2). All nurses will be provided an orientation program, which may include working in various units of the Hospital.

Entry level nurses will be assigned a preceptor who will work with them for an orientation period of 8- 12 weeks unless their performance or unit warrants a different orientation period. Orientation for nurses with work experience shall be for a period of 2-4 weeks to the nurse's primary unit. Nurses who are returning to work within 6 months of separation from the same unit may require only a few shifts of orientation.

Nurses shall not be assigned to a specialized nursing area for which they have not been appropriately oriented. Orientation to any unit as a primary nurse in which the nurse has no previous work experience requires application for an approved preceptor program in that unit.

6.13.1 FLOATING. The hospital retains the right to change the nurse's daily work assignment on a shift-by-shift basis to meet patient care needs. Nurses required to float to a different unit will receive orientation to the unit which is appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the unit to which such nurse is assigned. Floating assignments shall be made on an equitable basis consistent with the hospital's needs, nurse's experience and level of assignment.

A resource nurse will be identified for a nurse floating to an unfamiliar unit, so that the floating nurse has someone with whom to consult for specific questions throughout the shift. A nurse floated outside his/her regular unit will not be assigned an independent patient care assignment, until such time as the nurse is fully oriented to the unit. Nurses will not be required to float outside their primary unit more than once per shift.

Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures for which they are not qualified or trained to perform. If during the floating assignment the nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform, the nurse should immediately discuss the matter with the resource nurse. If the issue remains unresolved, the nurse should discuss the issue with the supervisor. If the issue remains unresolved, the nurse may record the fact in writing that these conversations took place and indicate the results of the conversations.

Requests for orientation to other units as a float nurse (not a primary) may be granted when scheduling permits and the nurse agrees to work in the new unit in the future to maintain his/her skills in that area. Orientation as a float nurse to other units requires at least eight (8) hours of orientation with completion of any required checklists at least annually. The float nurse agrees to keep his/her new skills current by floating to the other unit at least once every three (3) months, as the schedule permits.

6.14 POLICIES. Except as expressly modified by the terms of this Agreement, all existing policies of CPH are applicable to RN's and are subject to the grievance procedure.

All nurses shall have unrestricted access on and off site to all hospital and departmental policies that are available in the electronic policy manual. An easily accessible password protected hyper-link will be added to the hospital internet website.

6.15 FUTURE POLICIES. New policies or changes to existing policies regarding wages, hours, and conditions of employment of bargaining unit employees will be reviewed by the Labor Management Committee (LMC-see article 16.5). A recommendation will be provided to Administration and the Association.

ARTICLE 7 - WAGES

7.1 WAGE SCHEDULE. The following hourly wage schedules shall be effective as of the first full payperiod after January 1, 2013⁶, with subsequent scale adjustments, if any, effective the first new bi-weekly pay period after January 1 of each contract year. For new hires, “Years of Experience” refers to credited years of experience at the time of hire. After initial hire, progression through the steps shall be pursuant to Article 7.1.2.

Registered Nurse Wage Schedule

Pay Step	Years of Experience	1/1/2013	1/1/2014	1/1/2015
		5%	3%	3%
Base	<1	\$28.78	\$29.64	\$30.53
1	1	\$29.86	\$30.76	\$31.68
2	2	\$30.98	\$31.91	\$32.87
3	3	\$31.91	\$32.87	\$33.86
4	4	\$32.85	\$33.84	\$34.86
5	5	\$33.85	\$34.87	\$35.92
6	6	\$34.87	\$35.92	\$37.00
7	7	\$35.92	\$37.00	\$38.11
8	8	\$37.00	\$38.11	\$39.25
9	9	\$37.92	\$39.06	\$40.23
10	10	\$38.77	\$39.93	\$41.13
11	11	\$39.45	\$40.63	\$41.85
12	12	\$40.07	\$41.27	\$42.51
13	13	\$40.69	\$41.91	\$43.17
14	14	\$41.31	\$42.55	\$43.83
15	15	\$41.94	\$43.20	\$44.50
16	16	\$42.36	\$43.63	\$44.94
17	17	\$42.80	\$44.08	\$45.40
18	18	\$43.24	\$44.54	\$45.88
19	19	\$43.67	\$44.98	\$46.33
20	20	\$44.10	\$45.42	\$46.78
21	21	\$44.53	\$45.87	\$47.25
22	22	\$44.88	\$46.23	\$47.62
23	23	\$45.23	\$46.59	\$47.99
24	24	\$45.58	\$46.95	\$48.36

25	25	\$45.92	\$47.30	\$48.72
26	26	\$46.27	\$47.66	\$49.09
27	27	\$46.62	\$48.02	\$49.46
28	28	\$46.97	\$48.38	\$49.83
29	29	\$47.32	\$48.74	\$50.20
30	30	\$47.66	\$49.09	\$50.56

Pay Step	Years of Experience	1/1/2016	1/1/2017	1/1/2018
		3%	3%	3%
Base	<1	\$31.45	\$32.39	\$33.36
1	1	\$32.63	\$33.61	\$34.62
2	2	\$33.86	\$34.87	\$35.92
3	3	\$34.88	\$35.92	\$37.00
4	4	\$35.91	\$36.98	\$38.09
5	5	\$37.00	\$38.11	\$39.25
6	6	\$38.11	\$39.25	\$40.43
7	7	\$39.25	\$40.43	\$41.64
8	8	\$40.43	\$41.64	\$42.89
9	9	\$41.44	\$42.68	\$43.96
10	10	\$42.36	\$43.63	\$44.94
11	11	\$43.11	\$44.40	\$45.73
12	12	\$43.79	\$45.10	\$46.45
13	13	\$44.47	\$45.80	\$47.17
14	14	\$45.14	\$46.50	\$47.89
15	15	\$45.84	\$47.21	\$48.63
16	16	\$46.29	\$47.68	\$49.11
17	17	\$46.76	\$48.16	\$49.61
18	18	\$47.26	\$48.67	\$50.13
19	19	\$47.72	\$49.15	\$50.63
20	20	\$48.18	\$49.63	\$51.12
21	21	\$48.67	\$50.13	\$51.63
22	22	\$49.05	\$50.52	\$52.04
23	23	\$49.43	\$50.91	\$52.44
24	24	\$49.81	\$51.31	\$52.84
25	25	\$50.18	\$51.69	\$53.24
26	26	\$50.56	\$52.08	\$53.64
27	27	\$50.94	\$52.47	\$54.05
28	28	\$51.32	\$52.86	\$54.45
29	29	\$51.71	\$53.26	\$54.85
30	30	\$52.08	\$53.64	\$55.25

7.1.1 NO REDUCTION IN WAGE RATES. No nurse shall have his/her wage rate reduced as a result of implementation of the foregoing wage schedule. If the nurse's wage rate prior to the implementation of this Agreement is higher than the applicable wage specified in this schedule, the nurse's wage rate shall remain frozen until such time as a step increase or wage rate schedule increase results in a higher rate of pay for the nurse.

7.1.2 STEP INCREASES. Step increases shall be based on a work year equal to 1,872 hours comprised of all paid regular hours, overtime hours plus ~~non-standby~~ low census hours and union release time. Notwithstanding the effective date of this Agreement, for the purposes of this provision, all accrued hours worked under the agreement that expired December 31, 2012~~5~~ shall carry forward into this Agreement. The nurse will move upwards one step as of the first regular payroll period after a total of 1,872 paid hours are credited to the nurse's account, and so on for each subsequent work year during the term of this Agreement.

7.1.3 RETROACTIVE PAY. To compensate nurses for the difference between wages paid in continuance of the previous agreement after 12/31/12~~5~~ and the new contract terms, CPH will compute the additional pay due each nurse on earnings since 01/01/13~~6~~, for all earnings affected by changes in base rates of pay and night differential rates. Retroactive pay amounts will be paid to each employee, separate from regular bi-weekly pay, within 30 days of full ratification of this agreement.

7.2 RECOGNITION FOR PREVIOUS EXPERIENCE. Nurses hired during the life of this Agreement, as it may be extended by the parties, shall be given credit for prior comparable registered nursing experience on a year-for-year basis. LPN experience will be credited as one (1) year for each three (3) years of LPN experience, maximum credit of three (3) RN years to nine (9) LPN years. No credit will be given for LPN experience of less than three (3) years. Non-comparable nursing experience will be credited as one (1) year for each two (2) years of such experience. If a newly-hired nurse has years of experience equal to part of a year, the total years of experience will be rounded down to the nearest year, i.e., 7 and 1/2 years shall equal 7 years, for placements on the wage scale. The Hospital reserves the right to determine previous RN experience for placement on the wage schedule. Each nurse is responsible to provide the Hospital proof of prior nursing experience.

7.3 SIGNING BONUS. After ratification of this Agreement, nurses shall be entitled to a signing bonus in the amount of five hundred dollars (\$500.00), pro-rated based on hours worked during the calendar year 2015 up to a maximum of 1872 hours. The signing bonus shall be paid on the first full pay period after ratification or the first full pay period after January 1, 2016, whichever is later.

ARTICLE 8 - PREMIUM PAY

8.1 SHIFT DIFFERENTIAL. Nurses shall be paid a night shift differential of three dollars and 75 cents (\$3.75) per hour for all time worked when the majority of the nurse's shift is between (1) 1900 hours and 0730 hours at the hospital and (2) 1800 hours and 0630 hours at Heritage Place. This differential applies only to night shift nurses, and does not apply to day shift nurses who start their shifts prior to: (1) 0730 hours at the hospital, and (2) 0630 hours at Heritage Place. Nurses shall be paid a weekend shift differential of two dollars (\$2.00) per hour for all time worked on the weekends. Weekend shall be defined for the day shift as Saturday and Sunday, and for the night shift as Friday and Saturday.

Nurses who work an 8-hour swing shift shall be paid a differential of three dollars and 75 cents (\$3.75) per hour for all hours worked after 6:00 p.m.

8.2 ON CALL. On call shall be paid at the rate of five dollars (\$5.00) per hour. If a nurse accrues 936 call hours or more during any calendar year, a bonus equal to one dollar (\$1.00) per call hour will be paid. A nurse must be employed on December 31st of any qualifying calendar year in order to be eligible for any bonus under this provision.

8.3 CALLBACK. When called back from on call after leaving the premises, the nurse shall receive time and one-half (1 ½) the nurse's base rate of pay, plus applicable differentials (Article 4.8.3), for any time actually worked with a two (2) hour minimum. If a nurse on call on a holiday is called in, callback shall be double (2x) the nurse's base rate of pay plus applicable differentials (Article 4.8.3).

8.4 CERTIFICATION PAY. Nurses having a current specialty certification that is relevant to the nurse's position will receive an additional one dollar (\$1.00) per hour worked, provided that no nurse will be paid for having more than one specialty certification.

8.5 PRECEPTOR PAY. Nurses who are assigned the role of preceptor shall be paid an additional ~~one two dollars-fifty cents (\$2.00+50)~~ per hour worked during the preceptor assignment.

8.6 CHARGE NURSE/TEAM LEADER PREMIUM. Nurses assigned as Charge Nurse ~~or Team Leader~~ shall be paid an additional ~~one two dollars- fifty cents (\$2+50)~~ per hour for all hours worked as charge/~~team leader~~. Nurses assigned as Team Leader shall be paid an additional two (2) dollars (\$2.00) per hour for all hours worked as team leader.

8.7 PER DIEM NURSE PREMIUM. Per Diem I nurses shall receive a seventeen percent (17%) premium above their base rate of pay in lieu of benefits. Per Diem II nurses shall receive a fifteen percent (15%) premium above their base rate of pay in lieu of benefits. Per diem nurses shall further be eligible to receive shift differential and other premium pay, where appropriate.

8.8 MANDATORY CALL An ad hoc workgroup will be formed to address staffing, scheduling and on call hours in clinical departments with mandatory call. The workgroup will consist of the CEO, CNO, OR Director and an equal number of staff RNs from the affected clinical departments with a union or Association officer as an observer. The workgroup will meet monthly for 12

months, at which time the continuing necessity for the workgroup shall be reevaluated by the workgroup.

8.9 REST BETWEEN SHIFTS/REGULAR SLEEP HOURS. Each nurse is entitled to an unbroken rest period of at least ten (10) hours between regularly-scheduled shifts unless the Hospital and the nurse mutually agree otherwise. If a nurse returns with less than eight (8) hours off, the nurse shall be paid at one and one-half (1 1/2) 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 called in to work between the hours of 11 PM and 4 AM, the nurse will be given a 8 hour rest period at the end of the callback work. If such rest period results in the nurse missing regularly scheduled hours, the nurse will be paid for up to 6 hours of lost work time at the nurse’s straight-time hourly rate. This section does not apply to time spent for educational purposes, staff meetings, committee meetings, or time spent on on-call.

ARTICLE 9 - PAID TIME OFF

9.1 METHOD OF PAYMENT. Paid Time Off (PTO) is paid at the nurse's base rate of pay.

9.2 ACCRUAL. Accrued PTO may be used for any purpose including holidays, vacations, family needs, personal business, or personal illness of thirty-two (32) consecutive hours or less (except as otherwise provided in Article 11). PTO is accrued from the beginning date of employment according to the following schedule:

<u>Plan in Effect Upon</u>	<u>Accrual Rate Per Hour</u>	<u>Maximum Accumulation</u>
Hire Date	0.08462	264
1 st Anniversary	0.10385	324
3 rd Anniversary	0.11538	360
5 th Anniversary	0.12308	384
7 th Anniversary	0.13077	408
10 th Anniversary	0.13846	432

Full- and part-time nurses accrue PTO based on the number of paid hours per pay period plus ~~non-standby~~ low census hours, ~~and union release time~~ up to a maximum of eighty (80) hours per pay period. Nurses must work at least 520 hours of continuous, satisfactory employment to be eligible to use accrued PTO. PTO is paid at a minimum of one- half (1/2) hour increments.

~~**9.2.1 RECENT HIRES.** Nurses hired before the effective date of this Agreement may, at the nurse's option, accrue PTO during the nurse's first twelve (12) months of service as follows: a nurse shall only accrue PTO at the rate of .04615 hours per worked hour and for non-standby low census time. Upon completion of one (1) year of employment with the Hospital, additional PTO in the amount of 0.0577 hours per hour worked during the first year of employment will be added to the nurse's PTO account. After reaching his or her first anniversary of employment, the nurse shall accrue PTO as set forth above in Article 9.2.~~ **ACCRUALS IN EXCESS OF MAXIMUM.** No PTO balance will be allowed to accrue beyond the maximum amount (see above schedule).

~~9.2.2~~

9.3 TERMINATION PTO PAY. A nurse who leaves employment after giving the required written notice, as identified in this Agreement, shall be entitled to payment for any PTO benefits which remain in the nurse's PTO account.

9.4 PTO CASH OUT. PTO shall be cashed out in two circumstances: (1) upon termination of employment (resignations are subject to proper written notice), when all accrued and unused PTO will be cashed out; and (2) according to policy CPGH.102.560 (HR-512), Paid Time Off (PTO) Cash-Out Options. All PTO hours cashed out are paid at the nurse's base rate of pay not including any pay differentials.

9.5 PTO USAGE

9.5.1 PTO SCHEDULING. PTO of one (1) employee workweek or more may be scheduled up to twelve (12) months in advance utilizing the following procedure:

9.5.1.1 Once every six (6) months, in January and in July, a notification for PTO requests for the following twelve (12) month period of time will be posted by the appropriate supervisor of the unit, or department, as the case may be. The posting will indicate the open dates available for PTO scheduling. All Nurses will be afforded one (1) month from the posting date for the purpose of submitting a PTO request for consideration.

9.5.1.2 The Nurses desiring PTO will apply by submitting a written PTO request. A calendar shall be posted in each unit indicating approved and requested PTO usage. The Nurses will attempt to eliminate conflicting requests prior to the closing of the posting. At least one (1) nurse from each shift on each unit may be allowed to utilize PTO at any given time, except during periods dedicated to continuing education or scheduled medical leave. This is not intended to apply to commonly occurring medical leaves such as maternity leave, or reoccurring continuing education such as ACLS, MARS, PALS, etc. The CNO will consult with the appropriate Association Officer prior to limiting PTO availability.

9.5.1.3 Within two (2) weeks after closing, the supervisor will notify the applicants for both approved and denied requests for PTO. Nurses submitting multiple requests for PTO must prioritize their requests to facilitate identification of which request will be subject to the seniority provisions below.

9.5.1.4 In the case where all of a Nurse's requests have been denied due to conflicting requests, alternative dates may be selected by the Nurse, subject to supervisor approval or denial within two (2) weeks. It is Hospital policy that PTO requests exceeding three (3) consecutive employee workweeks must be approved by Nursing Administration.

9.5.1.5 All other PTO requests may be submitted any time after the posting periods described above in 9.6.1.1 have closed, and will be approved on a first come, first served basis. All such requests must be submitted no less than three (3) weeks before the schedule is posted, and will be approved or denied within seven (7) calendar days after the request is submitted, except that no such request will be approved more than four (4) months in advance of the requested time period.

9.5.1.6 Approval for all PTO is contingent on a reasonable expectation that the Nurse will have sufficient PTO accrued. If sufficient PTO has not been accrued, the Nurse will be placed into unpaid approved time off, and will be responsible for paying the employer's portion of their health insurance premium on a pro-rata basis for those days not covered by PTO. This will not affect the Nurse's FTE status.

9.5.1.7 Conflicting requests for PTO are subject to seniority, except that each Nurse may utilize a seniority priority only once per calendar year. A Nurse's seniority priority is not considered to have been utilized until a PTO request designated as a seniority priority request has been approved. Once approved, no PTO request is subject to bumping by subsequent seniority priority.

9.5.1.8 Once approved, PTO cannot be canceled by the Nurse or Hospital except in extraordinary circumstances, or by mutual agreement. As used herein, the term extraordinary circumstances means with respect to the Nurse, unforeseen circumstances that make the use of PTO impossible or defeat the very purpose of the PTO; and with respect to the Hospital, means emergency circumstances that compel cancellation of PTO for non-routine staffing purposes. The nurse and the Hospital, as the case may be, shall immediately notify one another whenever extraordinary circumstances are imminent or are known to the party.

9.5.2 EXCEPTIONS. There may be circumstances where the Nurse finds it impossible to return to duty as planned due to verifiable local, state, and/or national occurrences. Once verified, the Nurse may elect to use PTO, if available, or unpaid leave for those days which extend beyond the Nurse's approved PTO.

ARTICLE 10 - HOLIDAYS

10.1 RECOGNIZED HOLIDAYS. The following seven (7) holidays shall be recognized:

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

10.2 COMPENSATION FOR HOLIDAYS WORKED. A nurse who is scheduled to work on a holiday shall be paid one and one-half (1 & 1/2) times the nurse's base rate of pay for all hours worked. Nurses who work overtime on an unscheduled holiday shall be paid two (2) times the nurse's base rate of pay.

10.3 OBSERVANCE FOR NIGHT SHIFT. The holiday premium shall be paid to nurses for hours worked on the shift where at least half the hours worked fall on the observed holiday.

10.4 ROTATION. It is agreed that holiday work shall be rotated within each unit to the extent possible as determined by the nurse manager in consultation with the nurses on the unit.

ARTICLE 11 - INCOME ASSURANCE PROGRAM (IAP)

11.1 ACCUMULATION. IAP shall be accrued by each part-time and full-time nurse according to the following:

IAP ACCRUAL SCHEDULE

0+ years of service =	Per/1 hour:	0.030768 hours
	Per/80 hours:	2.46 hours
	Per/2080 hours:	64 hours
	Maximum Accrual:	480 hours

IAP provides employees income protection in the event of long-term absences from work due to medical reasons. IAP has no cash value upon termination of employment from CPH.

11.2 ACCRUAL. Full- and part-time nurses may accrue no more than four hundred eighty (480) hours of IAP. Full- and part-time nurses accrue IAP based on the number of paid hours per pay period plus ~~non-standby~~ low census hours, and union release time up to a maximum of eighty (80) hours per pay period. IAP ^{will} be paid at the nurse's base rate of pay. Nurses must work at least 520 hours of continuous, satisfactory employment to be eligible to use accrued IAP.

11.3 USE OF IAP. IAP may be used on the first two (2) full shifts when the absence is due to a nurse's or a nurse's child's medical condition. After the first two (2) full shifts in any calendar year, IAP may only be used following the first consecutive thirty-two (32) hours of work missed due to illness of the nurse or the nurse's child, or immediately upon the nurse's hospitalization, due to being a potential risk to a patient as determined by the employer and/or upon a nurse's or a nurse's child's non-elective surgical procedures with resultant time loss. A nurse may be required to provide a physician's statement/~~release~~ as evidence of the nurse's or the nurse's child's illness or injury and/~~or~~ in the case of a nurse's illness or injury that he/she is medically able to return to work. IAP must be taken in a minimum of one-half (1/2) hour increments. When an IAP event carries forward from one year to the next, the nurse's eligibility for IAP usage for the first two full shifts of a year becomes effective after the nurse has successfully returned to work from the previous year's absence.

11.4 VERIFICATION. Verification by a treating Health Care Provider may be required when taking PTO/IAP of three (3) consecutive work days or longer due to an illness/injury of a nurse.

11.5 RECURRENT ILLNESS. Should a nurse return to work after the use of IAP and find that he/she can not complete his/her scheduled shift, due to illness, they will return to the

use of IAP and will provide a physician's release documenting that the absence was due to the continuation of the same illness.

11.6 NOTICE. It is a nurse's responsibility to keep the department manager apprised of the status, but not the specific nature, of the nurse's condition and expected date of return.

11.7 WELLNESS PROGRAM. On July 1 and January 1 of each year, every nurse who did not take short notice sick time (PTO-Sick and unscheduled absences) or use IAP time during the previous two payroll quarters, will receive additional PTO hours credited to their account. Nurses who meet these criteria will earn a PTO bonus at the rate of 0.0115 hour per hour worked, up to a maximum of twelve (12) hours per six (6) month period. Per diem nurses will not be eligible for this benefit.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 GENERAL PROVISIONS. Whenever possible, all requests for leaves that are not related to illness or bereavement shall be made in writing to the Department Manager which shall then be submitted to the Chief Nurse Officer in writing at least thirty (30) days prior to the commencement of the leave period or extension, stating all pertinent details and the amount of time requested. The final decision concerning the request will be made in writing by the Hospital Administrator or designee. Any nurse requesting a leave of any kind must use their available and eligible leave before any unpaid leave is taken.

For scheduling purposes, the nurse should confirm his/her intention to return two (2) weeks prior to the approved conclusion of that leave.

If a nurse fails to return to work at the conclusion of a paid or unpaid leave of absence without requesting a further extension of leave, the nurse may, at the sole discretion of CPH, be terminated. The effective date of termination will be the last day worked.

12.2 FAMILY AND MEDICAL LEAVE. Family and Medical Leave is available to eligible nurses as provided under applicable federal law.

12.3 MILITARY LEAVE OF ABSENCE. Military leaves of absences are available to eligible nurses under applicable state and/or federal law.

12.4 EDUCATIONAL LEAVE. After one year of continuous employment, educational leave may be granted without pay for a nurse who desires to continue his/her education, providing such education will enhance the nurse's skills and the Hospital's services, without loss of accrued benefits. The duration of an educational leave shall require prior approval from the Department Director, CNO and CEO.

12.5 JURY DUTY. Nurses called to serve on jury duty shall be compensated by the Employer at their regular rate of pay consistent with the nurse's regularly scheduled work hours. Nurses required to serve on jury duty will not be required to work during such service. In the event the nurse's absence would seriously jeopardize operations of the hospital, the employer may seek to have the nurse's court obligation delayed. The nurse will

notify the employer promptly of receipt of jury duty notice.

Nurses called for jury duty or nurses unable to report to a scheduled evening or night shift due to jury duty that same day shall be paid at their regular rate of pay consistent with the nurse's regularly scheduled work hours.

12.6 LEAVE WITH PAY. Leave with pay shall not alter a nurse's anniversary date of employment. When a nurse returns from a leave with pay the Hospital will return the nurse to a comparable position and status held when starting the leave of absence provided the nurse can satisfactorily perform the nurse's previous position and status.

12.7 BEREAVEMENT LEAVE. Nurses are eligible for up to three (3) days with pay per incident within a seven (7) day period to replace scheduled hours of work upon the death in the nurse's immediate family, which shall include the nurse's spouse or domestic partner, mother, father, brother, sister, child, grandparent, grandchild, plus the same members of the nurse's spouse or domestic partner, or any member of the nurse's immediate household. A nurse who suffers a miscarriage shall be eligible for this leave. A nurse may use PTO to extend bereavement leave. A nurse who does not have sufficient PTO may take leave without pay to extend bereavement leave.

12.8 UNPAID LEAVES OF ABSENCE. The following leaves of absence without pay may be granted to nurses who have completed their trial period as a new nurse with CPH. Approval of any request for an unpaid leave of absence is at the discretion of CPH and is dependent on staffing and/or department needs. The terms for returning from an unpaid leave of absence is subject to

12.9.4 No unpaid leave of absence will be granted until the nurse has utilized all accrued PTO and/or IAP. Accrued PTO does not include PTO donations from the facility-wide Emergency Leave Bank, and receipt of such donated PTO will not extend any job guaranty granted hereunder.

12.8.1 DISABILITY LEAVE. A nurse with an illness or disability that prevents the nurse from performing the essential functions of his/her position may be granted a disability leave. Before granting disability leave, CPH reserves the right to have the nurse examined by a physician selected by CPH. Upon return from a disability leave, a physician's statement may be required to assure that the employee is able to return to work. Disability leave is not available until a nurse has exhausted his/her leave rights under the Family Medical Leave Act of 1993.

12.8.2 PERSONAL LEAVE. In cases where an extended period away from the job will be in the best interests of the nurse and CPH, a personal leave may be granted.

12.8.3 PUBLIC SERVICE LEAVE. A nurse who desires to accept temporary employment in Federal, State or local government or with an organization devoted to community betterment may be granted a public service leave.

12.8.4 RETURN FROM UNPAID LEAVE. Nurses who have been granted an unpaid leave of absence of two (2) months or less shall return to their previous position and shift. Nurses who return from an unpaid leave of absence in excess of two (2) months shall, whenever possible, return to their previous position. When this is not possible, the nurse shall be given preference in filling other position vacancies for which the nurse is qualified consistent with the provisions of this Agreement. This provision is not applicable to any qualified leave of absence under the Family Medical Leave Act of 1993, except as otherwise permitted by law.

12.9 WORK RELATED INJURY LEAVE. A nurse on workers compensation with a work related illness or injury shall be granted an unpaid leave of absence for a maximum period of twelve (12) months from the date last worked, provided that during such period, the nurse must also utilize all accrued PTO and/or IAP and must exhaust all rights to FMLA leave. A nurse's right to employment upon expiration of Work Related Injury Leave shall be subject to section 12.8.9-4, provided, however, that for purposes of Section 12.108.4, "preference" shall mean that the nurse shall be given consideration for all approved vacant positions within the bargaining unit, and that if two or more nurses, including the nurse returning from Work Related Injury Leave, are qualified for any such vacancy, seniority shall be the determining factor. Any nurse returning from a work related injury leave must provide an appropriate return to work release from a qualified medical provider. The return to work release must certify that the nurse is capable of performing the essential functions of his/her position. Health Insurance premiums will be the responsibility of the nurses in accordance with Article 13.1

ARTICLE 13 - HEALTH PROGRAM

13.1 HEALTH INSURANCE. Health, vision, and dental insurance shall be available to nurses and eligible dependents who hold full- or part-time positions of at least thirty-two (32) hours per pay period or as otherwise required under the Affordable Care Act and any amendments thereto. The Hospital shall contribute ~~ninety eight~~ eighty-five percent (90.85%) of the insurance premium for all full-time nurses (including nurses scheduled for three (3) twelve (12) hour shifts per week) and dependents for nurses who work and average of one hundred- thirty (130) hours per month. The Hospital shall contribute ~~seventy-five~~ seventy percent (70%) of the insurance premium for all other eligible part-time nurses and dependents for nurses who work a minimum of 32 hours per pay period but less than 60 hours per period.

~~The parties agree that, should there be a reduction in benefits or an increase in employee contribution rates not to exceed 15 % for a full-time or 30% for a part-time employee during the life of this Agreement, as early as possible notice will be given to the Association describing the changes which may or may not occur as a result of the renewal (with a corresponding deadline for reply). The Association is responsible for notifying the Hospital of the nurse's opinions regarding which changes should or should not be implemented in accordance with the deadline established by the Hospital. The Hospital will incorporate the nurses' input when rendering the final decision regarding health benefit policy changes. Any change in employee contribution rates will not occur prior to July 1, 2013.~~

The Hospital agrees that any changes in benefits hereunder will apply to all employees of the Hospital who are covered under its health insurance plan.

Any Per Diem nurse who elects to receive health care benefits under this provision shall not be eligible to receive the Per Diem Nurse Premium specified in Article 8.7.

13.2 WORKERS' COMPENSATION. All nurses shall be covered by State Workers' Compensation.

13.3 OTHER BENEFITS. The Hospital agrees that all other benefits currently provided for nurses shall continue, except that any incentive compensation plan that may exist at the time this Agreement is ratified, or that may be implemented during the term of this Agreement, shall be provided to nurses only under the same terms and conditions as the incentive compensation plan is applied to other employees, and that if any such incentive compensation plan is terminated as to other employees, the plan shall also be terminated as to nurses.

13.4 BENEFITS ADVISORY COMMITTEE. The Benefits Advisory Committee (BAC) will be comprised of nurses and other hospital employees with the objective to advise human resources on employee benefit offerings. The BAC will act in an advisory capacity within its assigned scope. Committee recommendations will not be binding on administration, but the expectation is that the views of the committee will have an important influence on policies and procedures related to matters within the mission and scope of the BAC. The members of the committee should report to and seek the views of other employee groups. The President of the Local Bargaining Unit will be notified at least ~~30~~ 14 days in advance to attend or have a designee participate in the committee.

The BAC shall periodically recommend changes to existing programs, or new programs to address changes in laws and regulations, the needs of the staff, competitive conditions, and facility priorities and constraints.

Committee members will receive presentations and/or data from benefit provider representatives or brokers, recommend measures for maintaining fiscal balance of fringe benefits and give appropriate advice on these matters to human resources, and provide to human resources on communications of ideas and suggestions concerning benefits within the scope and mission of the BAC.

ARTICLE 14 - RETIREMENT PLAN

The Hospital shall continue its retirement plan for the life of this Agreement, which shall provide for a dollar for dollar match of elective salary deferrals up to 3% of salary, together with any discretionary contributions that may be made under the terms of the plan as provided in the 2008 Retirement Plan Document.

ARTICLE 15 - NON-DISCRIMINATION

The Hospital and the Association will adhere to applicable Federal and/or State law or statute prohibiting discrimination in the hiring, placement, promotion, salary determination, or any other terms of employment of nurses covered by this Agreement.

The Hospital and the Association agree that there shall be no discrimination with respect to terms and conditions of employment and the application of the provisions of this Agreement against any nurse due to membership or non-membership in the Association. Further, the parties agree to prohibit discrimination regarding the Association's lawful union activities provided these activities do

not interfere with normal hospital routine, patient care, the nurse's duties, or those of other hospital employees.

Election of Remedies. Any employee who presents his or her claim of employment discrimination to binding arbitration pursuant to Article 18 shall be deemed to have made an election of remedies such that the arbitrator's decision and award regarding that claim shall be final and binding on the parties. The employee agrees that he or she will not directly or indirectly file his or her employment discrimination claim with an Equal Employment Opportunity agency or in any state or federal court, if already filed, will withdraw or dismiss such administration claim or lawsuit, as the case may be.

ARTICLE 16 - PROFESSIONAL PRACTICE and COMMITTEES

16.1 Professional Nursing Practice is defined as the application of nursing knowledge (technical and theoretical), expertise, research and other activities related to patient care services and advancing professional nursing care standards. This includes adherence to national standards for improving the quality of patient care services.

16.2 Professional Practice Committee. The Professional Practice committee shall serve as a hub for information and coordination of other nursing committees. ~~For example: Process Improvement, Nursing Research, and Nurses Day.~~ Participation in these committees shall be voluntary. A Nurse Professional Practice Committee will be established and serve as an advisory committee. This will ideally consist of at least one staff nurse from all clinical and non-clinical areas. The Committee will appoint by vote, co-chairs consisting of two staff nurses. There will be one member of nursing leadership assigned as an advisor. The primary goal of the Professional Practice Committee is to advance nursing practice at CPH by the use of peer reviewed evidence in formulating practice recommendations. The Professional Practice committee will assist in developing, evaluating, reviewing and revising policies, procedures, and standards of care related to professional nursing. This shall incorporate evidence based research findings as well as best practices and reflect interdisciplinary collaboration as appropriate.

The Professional Practice committee shall propose solutions and provide involvement from nursing staff for matters related to patient care issues, nursing policies, staffing issues or other areas of concern. The committee will establish a process by which nursing practice issues and solutions will be addressed and communicated to nursing staff members, nursing leadership, and hospital administration.

16.2.1 Meetings. The committee will meet on a regularly scheduled bi-monthly basis (unless otherwise determined by Committee) and may request special meetings as needed. ~~A quorum consists of one co-chair and three staff nurses.~~

16.2.2 Minutes. Minutes of each meeting will be recorded by the committee secretary. The committee secretary position shall rotate between non co-chair members each meeting. Minutes will be recorded using CPH standing format, reviewed and approved by committee members at the next meeting and then distributed to each nursing department and Nursing Management to include the CNO.

16.3 Committee Compensation. Time spent for committee participation related to the activities above will be considered time worked when approved by department director.

16.4 Nurses will be given equal opportunity to serve. No nurse shall be required to serve on these committees.

16.5 Labor Management Committee (LMC). There shall be established within the Hospital a permanent LMC. The voting quorum shall consist of three (3) representatives selected by the Association and three (3) management representatives including the Chief Nurse Officer or designee. The LMC, which is an advisory committee, shall meet ~~regularly~~ as needed to discuss matters pertaining to this Agreement. Prior to any meeting, each member of the LMC shall receive a preliminary agenda one (1) week prior to the meeting. The Association and Employer will establish in writing, which representatives shall serve on the LMC. All written communications from the LMC shall include the signatures of all members of the Committee. Meeting of the LMC shall not exceed one (1) hour per meeting, which time will be considered hours worked for compensation.

ARTICLE 17 - IN-SERVICE

17.1 IN-SERVICE PROGRAMS. In-service education and orientation programs shall be instituted and maintained, with programs posted in advance. In-service education programs will be scheduled in an effort to accommodate varying work schedules. All nurses are encouraged to bring suggestions for in-service topics to their Department Manager and/or Staff Development Representative which support the learning and development of the nurse in their work environment.

17.1.1 MANDATORY ATTENDANCE. When in-services are posted, the Employer will indicate whether attendance is mandatory. Time spent at mandatory in-services shall be considered as time worked and paid at the appropriate rate according to the provisions within Article 5.

17.1.2 NONMANDATORY ATTENDANCE. CPH may compensate nurses to attend in- service programs that are not designated as Mandatory Attendance programs under Article 17.2, and does not conflict with other provisions of this Agreement.

17.2 HOSPITAL OR UNIT SPECIFIC EDUCATION. The Hospital will identify educational programs which the nurse is required to complete to maintain employment and meet skill requirements within the assigned clinical areas. The Hospital and Unit Directors will identify those course requirements (e.g., ACLS and PALS) within the registered nurse job description for the assigned clinical areas. Nurses who do not possess these requirements when hired into the assigned clinical area will complete the courses within the prescribed time lines. It is the responsibility of the nurse to schedule and complete renewal course criteria within renewal time lines as established by national course provider (e.g., American Heart Association), and a nurse who fails to do so may be subject to discipline. Those courses which are requirements within the registered nurse job description or as required by the Hospital to maintain employment status will be paid at the appropriate rate of pay according to the provisions within Article 5. The cost for all required courses shall be paid by the Hospital.

17.3 PROFESSIONAL CONTINUING EDUCATION. Nurses may be allowed, but not limited to, 24 professional continuing education hours, if requested, and in compliance with the provisions of this section. Professional continuing education is defined as those educational offerings which enhance the clinical skills of the nurse. The Hospital may provide paid leave, reimbursement for registration fees, and travel expenses to a registered nurse to attend elective educational programs which qualify for continuing education credits, meet clinical area identified patient care objectives, and are recommended by the Department Manager and approved by the Chief Nurse Officer. The Hospital maintains the right to:

1. establish consistent evaluation processes to determine the nurse requested educational program applicability to Hospital and clinical practice area goals and objectives in determining approval of leave and expense reimbursement;
2. require nurses who request education to have a satisfactory annual performance evaluation for most recent evaluation period; and
3. require nurses who attend such educational programs to provide educational offerings to peer nurses in assigned clinical areas and other registered nurses if requested.

17.4 CLINICAL PRACTICE AREA TRAINING. Nurses training in a new specialty area may be eligible for additional educational benefits based on the needs of the position and the nurse's clinical background and identified educational needs which are determined by and approved by the Nurse Manager and the Chief Nurse Officer. An individualized education plan will be developed with input from nurse, assigned preceptor and the Department Director.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 ISSUES OR CONCERNS. Nurses, either directly or through the grievance officer of the Association, are encouraged to discuss issues or concerns with their supervisor in the attempt to settle and/or resolve issues or concerns prior to filing a formal grievance.

If the issues or concerns are not resolved to the nurse's satisfaction, the nurse may file a grievance as described below.

18.2 GRIEVANCE DEFINITION. A grievance is defined as a violation of an Article/Section of this agreement as it pertains to employment.

Nurses in their initial trial period (first 90 days of employment) are terminable at will and may not utilize this grievance procedure.

18.3 FILING OF THE GRIEVANCE.

Step 1: Immediate Supervisor. The RNs United/Association shall present the grievance in writing to the nurse's immediate supervisor, no later than forty-five (45) calendar days from the date of the occurrence or forty-five (45) days from when the nurse should have reasonably been aware of the occurrence. The nurse and a local unit officer shall meet with the immediate supervisor to discuss the grievance as soon as practical but no later than fourteen (14) calendar days following receipt of the written grievance. The supervisor shall respond in writing within fourteen (14) calendar days of the Step 1 meeting.

Step 2: Chief Nurse Officer. If the association is dissatisfied with the decision under Step 1, the written grievance may be submitted to the Human Resources Director or designee within fourteen (14) calendar days of receipt of the written response. The HR Director shall, in turn, notify the Chief Nurse Officer, or designee, of the grievance. The written grievance shall set forth the circumstances from which the grievance arose, as well as a reference to the Article and Section of this Agreement, that has been violated and the remedy requested. The Chief Nurse Officer will, within fourteen (14) calendar days of receipt of the grievance, conduct a conference with the nurse and the Local Unit Officer for the purpose of resolving the grievance. A written response to the nurse shall be made by the Chief Nurse Officer within fourteen (14) calendar days after the conference.

Step 3: CEO. If the Chief Nurse Officer or designee, upon review, is unable to resolve the grievance within fourteen (14) calendar days of receipt, the nurse through the Association may request that the grievance be reviewed by the CEO or designee. The CEO shall arrange a meeting between the CEO or designee, the grievant, and a representative of the Association within fourteen (14) calendar days. The CEO shall render a written response within fourteen (14) calendar days of such meeting.

Step 4: Arbitration. If the grievance is not resolved under the foregoing procedures, then the Association may, within fourteen (14) calendar days thereafter, notify the CEO in writing that the matter will be submitted to arbitration.

The Association shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service and the parties shall alternately strike one (1) name and the last name remaining shall be the arbitrator. Alternatively, the parties' arbitration representatives may agree upon an arbitrator. The arbitrator's fee as well as the FMCS fee for providing the arbitrator list shall be shared equally by the parties. Each party shall be responsible for the costs of presenting its case to arbitration. The arbitrator shall notify all parties as to the time, date, and place of hearing. The arbitrator shall rule on all matters of substance and procedure, as well as the admission of evidence. The question of arbitrability of any issue may be submitted by either party to the arbitrator for decision in a hearing separate from the hearing on the merits of the grievance. The arbitrator shall have no authority to add to, delete, alter, or modify the terms of this Agreement or to issue any award on a matter not covered by the grievance. Each party shall be given an opportunity to appear in person and/or by attorney, to produce witnesses, and cross-examine. The arbitrator shall serve upon the parties a written determination of the grievance within thirty (30) calendar days of the close of the hearing. Decisions on all questions properly submitted to arbitration shall be final and binding upon all parties.

18.4 WRITTEN NOTIFICATION. Written grievances and/or responses shall be accepted via hand delivery, first class mail or facsimile. The employer and the Association agree to inform each other of proper facsimile numbers for purposes of delivering grievances and responses. If the facsimile method is used, the original document shall also be sent via first class mail or hand delivered as appropriate.

18.5 TIME EXTENSIONS. If the Association fails to meet a specified time line, the Hospital may deem the grievance time barred. However, should the Hospital fail to meet a specified timeline, the grievance may be deemed by the Association to have been rejected and the Association may advance the grievance to the next step or await a response. The parties may extend the time limits set forth in this Article by mutual agreement.

ARTICLE 19 - MANAGEMENT RIGHTS & RESPONSIBILITIES

The Hospital retains all rights related to the direction, management, and operation of the Hospital, including but not limited to:

The right to develop and determine qualifications for all new and existing positions, establish work schedules, assign work and work times, create, eliminate or modify positions, and establish and/or modify locations and standards of work.

The Hospital retains the right to assess qualifications of employees, hire, fire, promote, demote, discipline, and determine when layoffs should be utilized, as well as to determine the number and kind of employees required to properly perform the work.

The Hospital retains the right to introduce new or improved treatment methods, implement new technologies, determine the number and location of facilities, and discontinue or merge departments, services, and sections of the Hospital as necessary and all of the other traditional rights of the Hospital to run its business are reserved by the Hospital except for those provisions delineated in this Agreement.

Management shall have the right to ~~proscribe~~ prescribe and enforce reasonable work rules. No such rule shall supersede a nurse's rights under the contract and no new work rule during the term of the agreement shall materially change a nurse's terms and conditions of employment as established at the time this agreement is ratified.

Further, the Hospital retains all of the rights, powers, authority, and functions of the Hospital, which the Hospital enjoyed prior to the negotiation of this Agreement.

ARTICLE 20 - SEPARABILITY

The Agreement shall be subject to federal and state laws, rules and regulations. Should any provision of this Agreement become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision of this Agreement is declared invalid, the parties shall, upon timely request of either party, meet for the sole purpose of negotiating a mutually satisfactory replacement for the provision(s) declared invalid.

**ARTICLE 21 - UNINTERRUPTED
PATIENT CARE**

21.1 NO STRIKE. The Employer and the Association agree that there shall be no lock-outs on the part of the Employer nor any strikes, work stoppages, or work slowdowns, on the part of the Association during the term of this Agreement. It is further agreed that bargaining unit Nurses shall not engage in sympathy strikes while on duty.

21.2 INTERVENTION. In the event of any violation of the terms of this Article, the responsible and authorized representatives of the Association or the Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.

**ARTICLE 22 - NONWAIVER OF
RIGHTS**

Failure of either party to exercise its rights under this Agreement does not in any way constitute a waiver of those rights.

**ARTICLE 23 - EFFECTIVE DATE AND DURATION OF
THE AGREEMENT**

This Agreement shall become effective as of January 1, 2013~~6~~, and shall continue in effect until December 31, 2015~~8~~, unless CPH's operating agreement with the Kenai Peninsula Borough terminates prior to December 31, 2015~~8~~, in which case this Agreement shall terminate on the date of any such termination. If CPH's operating agreement with the Kenai Peninsula Borough is not terminated prior to December 31, 2015~~8~~, written notice to negotiate a new Agreement shall be given ninety (90) calendar days prior to December 31, 2015~~8~~.

**CENTRAL PENINSULA GENERAL
HOSPITAL, INC.**

Dated: _____

By: _____

ALASKA NURSES ASSOCIATION

Dated: _____

By: _____

MEMORANDUM OF AGREEMENT

“Call Block”

Central Peninsula General Hospital (“Hospital”) and the Alaska Nurses Association (“Association”) hereby enter into the following agreement for the purpose of providing language to allow nurses to deviate from contract language related to pay status for on call hours and call back hours at the Hospital.

1. Call block is a scheduling tool that requires a nurse to be on call for a period of time when off work and during that time is responsible to respond to call back requests under Article 8.2 and 8.3 of the labor agreement.
2. In accordance with Article 8.2 and 8.3 of the parties’ Agreement, nurses currently working in the Post Anesthesia Care Unit (PACU) will complete their weekend call as out lined in the agreement. However, they will be working in the “call block” for weekday call from Sunday 1900 until Friday 0800. The nurse will be on “call block” from 1900 until 0800 the following morning. This time will constitute a “shift”.
3. The total hours a nurse is required to cover under “call block” is 65 hours, for which the nurse is compensated for 40 hours of pay. The nurse will not go into premium pay or time and one-half unless they actually are called in to work greater than 40 hours in this call block period, or they work over 10 consecutive hours. If the nurse is in premium pay status due to working over 10 consecutive hours, those premium pay hours will not count toward the 40 regular hours as they have already been paid at the premium rate. For purposes herein, “Call Block Hours” refer to the 65 hours described above in paragraph 2, and “Paid Hours” refer to the 40 hours of compensation earned for covering the Call Block Hours, together with any additional premium hours worked by the nurse.
4. All Paid Hours will count toward the nurse’s step increase in accordance with Article 7.1.2.
5. Shift differential will be applied to all Paid Hours in accordance with Article 8.1.
6. “Call block” hours and any additional premium hours will count toward the on call “bonus” in accordance with Article 8.2
7. Certification pay will be applied to all Paid Hours in accordance with Article 8.4
8. PTO and IAP will accrue on all Paid Hours, subject to the limitations stated in Articles 9.2 and 11.2.

9. If a nurse is sick for any part of a “call block” shift, they will use IAP or PTO in accordance with Article 11.3 for up to 10 hours of the remainder of the “shift” they are unable to complete. If another nurse is called and asked to complete the call shift for a nurse who is ill during the “call block” period they will be paid in accordance with Article 8.2 On call and Article 8.3 callback of the labor agreement.
10. If the “call block” is over a holiday and the nurse on “call block” covers between 0800 and 1900 they will be compensated per Article 8.2 and 8.3 for these hours. In the event of being “called back” on a holiday the nurse will receive double time pay in accordance with Article 8.3
11. Nurses in the PACU participating in this “innovative” schedule trial will have the option of an 8 hour or 10 hour a day schedule when they are not working in the “call block” capacity.

The Memo of Understanding is entered into voluntarily by the parties and will remain in effect for the same duration as other articles in the current labor agreement between the parties.

Central Peninsula General Hospital, Inc.

Alaska Nurse Association

Date

Date

